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COMMISSION IN COURT SESSION— Matters dealt with—

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Civil Service Association of Western Australia Incorporated
and

Department of Minerals and Energy.
No. PSA CR 71 of 1995.

COMMISSION IN COURT SESSION
CHIEF COMMISSIONER W.S. COLEMAN
COMMISSIONER R.N. GEORGE
COMMISSIONER S.A. CAWLEY.

9 April 1996.

Statement.

The Commission constituted as a Single Commissioner conducted conciliation proceedings. When agreement could not be reached between the parties it was understood by the Commission that arbitration was to be undertaken at the invitation of the parties on matters identified by them. This course does not attract consideration as a Special Case under the Wage Fixing Principles. In these circumstances the outcome of arbitration is to be incorporated into an enterprise agreement. The matters identified and agreed upon by the parties to be arbitrated limit the Commission's role as the outcome may only assist the parties in overcoming an obstacle in the course of finalising their Enterprise Bargaining Agreement. With the determination of certain matters by arbitration there may be further negotiations before an agreement is secured.

This is the context within which the Commission in Court Session proceeded to hearing.

However, the Respondent, supported by the Minister, has a different view. It contends that the Commission has not embarked upon arbitration at the invitation of the parties. The preferred course is for a negotiated settlement. It is claimed that this has not been possible because of the Association's insistence that conciliation had broken down and that the matter could only be resolved by arbitration. While the Association's position was appreciated and accepted by the Respondent it is argued that it does not follow that that made it a party to the referral to the Commission for determination.

This issue was raised at the outset of proceedings and the Commission informed the parties that although the hearing

would proceed on the basis that the referral had been at the invitation of the parties, it would finally establish the position from evidence presented to it. The importance of this issue relates to the operation of the Wage Fixing Principles in the circumstances of arbitration under enterprise bargaining (see: *Statement of Principles—December 1994 Section 2 Enterprise Bargaining 1—General* [1995] 75 WAIG 40).

In circumstances other than where arbitration is at the invitation of the parties, the matter attracts consideration as a Special Case. The requirements of this Principle means that the Commission shall have regard to matters of public interest, flow on and the need for continued implementation of Structural Efficiency initiatives at the enterprise level. Importantly for the purpose of this case, "any wage increase awarded through arbitration must be based on the actual implementation of efficiency increases designed to effect real gains in productivity" (*op cit* at 40).

The Commission in Court Session is satisfied that although proceedings appear to have been initiated at the invitation of the parties in the first instance, this is no longer the case. It follows that the matter must be determined pursuant to the Special Case requirements of the Wage Fixing Principles.

This finding has a number of implications. In the absence of an understanding that arbitration is at the invitation of the parties, the matters which were identified for determination on that basis cannot circumscribe the issues nor the timeframe in which changes are to be identified by the Commission for the purposes of disposing of the matter under the Enterprise Bargaining Principle.

The understanding that the Commission was embarking on arbitration at the invitation of the parties conditioned the identification of the four issues set out in the schedule prepared for these proceedings. Now that the matter attracts "Special Case" consideration, the Commission is obliged to identify those initiatives which will give rise to efficiency increases designed to effect real gains in productivity. This has implications in identifying the contribution past productivity initiatives are making to on-going productivity improvements. Similarly, the Commission is obliged to consider the need for the continuing implementation of Structural Efficiency initiatives at the enterprise level. This will mean, among other things, an examination of measures taken to improve efficiency and provide employees with access to more varied, fulfilling and better paid jobs. The measures to be addressed and implemented if necessary will include but not be limited to:

- establishing skill-related career paths which provide an incentive for employees to continue to participate in skill formation;

- eliminating impediments to multi-skilling and broadening the range of tasks which an employee may be required to perform;
- creating appropriate relativities between different categories of employees within the award and at enterprise level;
- ensuring that working patterns and arrangements enhance flexibility and the efficiency of the industry;
- including properly fixed minimum rates for classifications in awards relate appropriately to one another, with any amounts in excess of these properly fixed minimum rates being expressed as supplementary payments;
- updating and/or rationalising the list of respondents to awards; and
- addressing any cases where award provisions discriminate against sections of the workforce.
- examining both award and non-award matters to test whether work classifications and basic work patterns and arrangements are appropriate—the examination to include specific consideration of—
 - (i) the contract of employment including the employment of casual, part-time, temporary, fixed term and seasonal employees,
 - (ii) the arrangement of working hours,
 - (iii) the scope and incidence of the award;
- inserting facilitative provisions in relevant clauses of the award;
- establishing a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity;
- providing in awards, in order ensure increased efficiency and productivity at the enterprise level, while not limiting the rights of either an employer or union to arbitration, a process whereby consideration can be given to changes in award provisions; any agreement reached under this process would have to be formally ratified by the Commission and any disputed areas should be subject to conciliation and/or arbitration; and
- providing in an award a provision to the effect that an employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

Structural efficiency exercises should incorporate all past work value considerations.

The parties should have no doubts as to the magnitude of the task.

An objective of the Wages System under the Statement of Principles is to encourage and promote enterprise bargaining. It is for the parties to take responsibility for their own industrial relations. A failure to achieve this attracts the scope of Wages System particularly the Structural Efficiency Principle. The flexibility that parties can adopt in establishing a negotiated outcome to their enterprise bargaining including the component which is to be ascribed to past productivity gains is replaced with the wide ranging course of enquiry which the Commission must embark upon in determining the extent of wage and salary adjustments based on the actual implementation of efficiency increases designed to effect real gains in productivity. But that does not exclude the opportunity for the Commission to establish a skill related career path which provides an incentive for employees to continue to participate in skill formation if this has not already been implemented at the enterprise level.

The ramifications of failing to reach a negotiated outcome for an enterprise agreement should be fully appreciated. In the absence of the Commission's role, pursuant to the invitation of the parties, the Commission has a wide brief under the Principles.

Enterprise bargaining is the short cut to structural reform. Make no mistake, there is no other. An arbitrated outcome pursued under the Special Case Principle imposes on the Commission the responsibility to ensure that enterprise specific arrangements are established on a firm base. This can only be

done through structural efficiency. And because the focus is at the enterprise level rather than award level there is the potential for affecting significant changes to salary structures outside the award (and in this case outside public service classifications). Those changes must not only accommodate an outcome to enterprise bargaining negotiations but take into account changes necessary for restructuring consistent with the continuing implementation of Structural Efficiency at the enterprise level.

While under the Wage Fixing Principles, the focus must clearly be on changes at the enterprise level, in the context of Government employment, such change ought to be pursued within clear policy guidelines.

A feature of the public sector in the past has been the closely knit patterns of salaries and conditions applying across organisations. This has enabled Governments to maintain controls over development of pay and conditions in the public sector, particularly in relation to classification structures and the levels at which positions with like responsibilities are placed within those structures. It has also aided the mobility of employees across agencies, which has been important in terms of providing a career structure and facilitating change through the re-organisation of Departments and functions as Government and community needs alter.

This approach, of course, was founded upon control being exercised through central agencies, such as the Public Sector Management Office and its predecessors, Treasury, and the Department of Productivity and Labour Relations. As things presently stand, with two systems operating across the public sector for the fixing of wages and conditions, and the diminution of the influence of central agencies, it is inevitable that Government organisations will develop a degree of uniqueness which will significantly alter the concept of career public service and the options that it provides.

The Commission in Court Session makes no comment on the appropriateness, or otherwise, of such a fundamental change, but brings to the attention of the parties the implications of such change.

The prospect of an arbitrated outcome clearly is designed as an incentive to pursue enterprise bargaining.

An outcome consistent with structural efficiency imposed by the Commission acts as a deterrent to arbitration when the wages system assumes that parties will take responsibility for the process rather than having it driven by the Commission. Indeed, the Commission's reluctance to impose an outcome by arbitrating in circumstances of enterprise bargaining is reflected in the qualification that even when that course is completed, "the order giving effect to the determination shall include provision for the Commission to review the situation no less than six months from the date of the order" (75 WAIG 40 at 41).

The failure of the parties at the Department of Minerals and Energy to reach a negotiated outcome to their enterprise negotiations, that have been under way since 1992, stands in stark relief against what we are informed is the position in the public sector generally.

The Minister's representative advises that between 50 and 60 per cent of public sector employees are now covered by agreements of one form or another. These include between 14,000 and 16,000 members of the Applicant Union, whose salaries are not regulated by the Salaries and Allowances Tribunal. The outcomes range from 6 to 15 per cent salary increases. Notably, within public sector employment, we are informed that teachers will receive a 15 per cent increase payable over less than two years. Nurses will receive a 10 to 12 per cent salary adjustment over a 20 month period. Both outcomes reflect productivity increases. There was no indication that these two increases resulted from trade-offs in conditions of employment.

We have heard about the expectations of employees at the Department of Minerals and Energy to realise a 6 per cent salary outcome early in the enterprise bargaining process and the subsequent claim for 7 per cent based on a notional "three way split" of overall savings identified by the single bargaining unit. Such an outcome is consistent with the minimum salary increase provided for over a 12 month period in the Framework Agreement.

Consequent upon the determination that this matter attracts consideration as a Special Case is the issue of "flow-on". There can be no doubt that, as the first arbitrated case arising from enterprise bargaining in the public sector, the basis upon which past productivity is determined, will establish a precedent for other negotiations. As we have said, this requires the Commission to bring the full range of necessary considerations to the determination which does not appear to have been contemplated under the Framework Agreement. Indeed, that document provides that an outcome will be negotiated within the context of a "package" that will be established when the parties have addressed the objectives set down by the Framework Agreement and have considered past productivity (discounted for any initiatives under previous agreements and two arbitrated safety net adjustments).

By reference to "gains achieved through agreements from improved productivity and changes in workplace culture" and by ensuring that an agency operates in a manner consistent with the "general principles of public administration and management" (*Public Sector Management Act 1993 Part 2—Administration of Public Sector Division 1—General Principles*), the "package" which can be negotiated is more dynamic than merely identifying "savings".

The provision within the Special Case Principle, which requires the Commission to have regard to the need for "continued implementation at the enterprise level of structural efficiency initiatives" enables these issues to be addressed within the context of establishing an arbitrated outcome. So, while "past productivity" has to be addressed, and indeed may have to be quantified, a percentage increase based on an assessment of that factor can be incorporated into the outcome, along with other initiatives determined in the course of ensuring the continuing implementation of structural efficiency.

Here such matters as "stratification", personal efficiency payments, and the provision of enterprise flexibility clauses which "are consistent with the objectives that parties taken responsibility for their own industrial relations affairs and reach agreement appropriate to the enterprise" (*Enterprise Bargaining Principle 75 WAIG 40 at 41*) from the "package" that can be determined by the Commission in proceedings conducted pursuant to the dictates of a Special Case.

At this time, it is sufficient to note that in view of the expert evidence presented to us by the parties to the enterprise on how to assess past productivity, the Commission should be very cautious in following the course advocated by the Minister. The merits of the case demand that one or other approach must be given serious consideration. The expert evidence cannot be rejected out of hand as being irrelevant to the determination of how to measure past productivity initiatives. A departure from either of the courses presented to us for the assessment that past productivity is making for the purpose of determining the extent of any wage increase based on the actual implementation of efficiency increases designed to effect real gains in productivity would necessitate reference to the parties under section 26(3) of the Act.

In the absence of an agreed index which, with appropriate weightings, can be applied retrospectively to performance and outcomes, there would seem to be little option but to examine the performance indicators for which the Department of Minerals and Energy is accountable to Parliament under the Attorney-General's report. However, because the past productivity component of an outcome must complement the continued implementation of structural efficiency, as well as contributing to the actual implementation of efficiency increases designed to effect real gains in productivity, the arbitrated outcome must also establish the datum from which future productivity outcomes can be measured. To undertake arbitration and to ignore this aspect of enterprise bargaining would almost assure the parties that the exercise would have to be repeated when the Commission reviews its Order under the Principles in six months' time, or when the "milestone" payments were due. It is likely that the outcome of this arbitration will impact upon the programme for future payments in terms of the percentage increase that will be available, and the performance indicators which are to be used.

We say again that the parties should appreciate the magnitude of the task before the Commission when the Special Case Principle is invoked in the absence of an agreement between the parties for the Commission to arbitrate within the limits of

matters which can facilitate the parties' negotiations to conclude an enterprise agreement.

The scope of issues before us indicates that there are significant matters to be addressed before any "package" can be put together. Indeed, the extent to which the Commission is limited, or inhibited, by the terms of the Framework Agreement will have to be considered. The Framework Agreement underwrites a minimum salary increase of 7 per cent over 12 months. How relevant that is when continuing structural efficiency initiatives promoted through the Special Case requirements are taken into account by the Commission will be assessed. So too will the relevance of the provision for sharing gains from productivity outcomes under the Framework Agreement. Section 26 includes no such qualification.

In the light of the finding that the Commission is not arbitrating at the invitation of the parties, and that the scope of matters to be considered under the Special Case requirements are not circumscribed by the terms of the reference now before us, the Commission proposes the following options for consideration by the parties to these proceedings—

- (a) That the matter be adjourned so that the parties to the enterprise can recommence negotiations with a view to finalising a "package" which takes into account past productivity improvements as well as other initiatives which are to be addressed under the Framework Agreement. These negotiations will be conducted within the context of securing at least the minimum salary increase over a 12 month term available under the Framework Agreement.
- (b) To facilitate the course in (a) above, have the Commission now determine an operative date for the outcome of enterprise bargaining which will result from negotiations or subsequent arbitration.
- (c) Adjourn proceedings to address the Special Case requirements identified by the Commission so that the present proceedings may continue.
- (d) To facilitate the orderly disposition of this matter pursuant to (c) above, have the Commission now determine an operative date.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Civil Service Association of Western Australia
Incorporated

and

Director General, Department of Minerals and Energy.

No. PSACR 71 of 1995.

Department of Minerals and Energy Enterprise and
Chemistry Centre of W.A. Agreement 1996.

COMMISSION IN COURT SESSION
CHIEF COMMISSIONER W.S. COLEMAN
COMMISSIONER S.A. CAWLEY
COMMISSIONER R.N. GEORGE.

19 June 1996

Order.

HAVING heard Ms T. Walkington and Ms J. Blake on behalf of the Applicants and Mr K. Richardson on behalf of the Respondents, and by consent, the Commission in Court Session, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT pursuant to Section 27 of the Act this application is hereby discontinued.

By the Commission in Court Session.

(Sgd.) W. S. COLEMAN,

[L.S.]

Chief Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Civil Service Association of Western Australia
Incorporated and Others

and

Director General, Department of Minerals and Energy and
Another.

No. PSGAG 11 of 1996.

Department of Minerals and Energy Enterprise and
Chemistry Centre of W.A. Agreement 1996.

COMMISSION IN COURT SESSION
CHIEF COMMISSIONER W.S. COLEMAN
COMMISSIONER S.A. CAWLEY
COMMISSIONER R.N. GEORGE.

2 July 1996.

Order.

HAVING heard Ms T. Walkington and Ms J. Blake on behalf of the Applicants and Mr K. Richardson on behalf of the Respondents, and by consent, the Commission in Court Session, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Department of Minerals and Energy Enterprise and Chemistry Centre of W.A. Agreement 1996 in the terms of the following schedule be registered with effect on and from the 19th day of June, 1996.

By the Commission in Court Session.

[L.S.] (Sgd.) W. S. COLEMAN,
Chief Commissioner.

Schedule.

1.—TITLE

This Agreement shall be known as the "Department of Minerals and Energy and Chemistry Centre of W.A. Enterprise Agreement 1996".

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of the Agreement
4. Scope
5. Parties Bound to the Agreement
6. No Further Claims
7. Date and Operation of this Agreement
8. Relationship to Parent Awards
9. Single Bargaining Unit
10. Audit of 4% Second Tier and 1989 SEP Agreements
11. Variations to Conditions of Employment
12. Wage and Salary Increases
13. Conditions of Employment.
14. Dispute Settlement Procedures
15. Parties to the Agreement
 - Appendix A—Productivity Milestones
 - Appendix B—Negotiating Committee Charter
 - Appendix C—Audit of 4% Second Tier and 1989 SEP Agreements
 - Appendix D—Parental Leave
 - Appendix E—Details of Annual Fortnightly Pay Under Awards Applying

3.—PURPOSE OF THE AGREEMENT

This Agreement will further emphasise the organisation's aim of working to achieve its mission and provide a quality service to its customers, the community and the Government.

The Department of Minerals and Energy's Mission is to manage and support the sustainable development of the State's mineral and petroleum resources in the best interests of the community of Western Australia; and to ensure that the community is:

- protected from hazards associated with dangerous goods, and
- provided with high-quality independent chemical research, consultancy and analytical services.

700 employees of the Department of Minerals and Energy and the Chemistry Centre of W.A. are eligible to be covered by this Agreement.

4.—SCOPE AND RATIFICATION OF THE AGREEMENT

(1) Scope

This Agreement shall apply to all employees within the Department of Minerals and Energy and the Chemistry Centre of W.A. who are members of, or are eligible to be members of, the unions referred to in Clause 5 of this Agreement.

(2) Ratification

The Agreement is to be presented for ratification by the appropriate Industrial Jurisdiction as follows:

Western Australian Industrial Relations Commission (Under the terms of Section 41 of the Industrial Relations Act 1979).

5.—PARTIES BOUND TO THE AGREEMENT

This Agreement applies to the parties as shown below and no other parties shall be able to be joined to this Agreement during its term.

- Employer The Director General of the Department of Minerals and Energy.
The Hon. Minister for Mines.
- Unions Civil Service Association of Western Australia Incorporated.
Australian Liquor, Hospitality and Miscellaneous Workers Union.
Federated Liquor and Allied Industries Employees Union of Australia, W.A. Branch, Union of Workers.
Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers.

6.—NO FURTHER CLAIMS

The parties to this Enterprise Agreement undertake that for the duration of the Agreement there shall be no further salary or wage increases sought or granted.

7.—DATE AND OPERATION OF THIS AGREEMENT

This Agreement shall operate from 1 January 1996 and shall remain in operation until 30 September 1996. Discussions between the parties shall re-commence not later than three (3) months before the expiry date of this Agreement.

This Agreement shall not be cancelled or varied during its term unless otherwise provided for.

The parties agree that the measurement and monitoring of Departmental milestones is an essential element of the Agreement. There have been quarterly reviews of milestone achievements as set out in this Agreement conducted by the Department, and a final review of the milestone achievements will be made by a representative Committee appointed by the EBA Negotiating Committee at the expiry of this EBA.

Following the process of reviewing this Agreement it will be renewed or replaced by another Agreement or cancelled as appropriate. However, the base pay quanta achieved as a result of this Agreement will remain and form the new base pay rates for future Agreements or continue to apply in the absence of a further Agreement. The parties agree to continue the spirit of this Agreement until replaced by a further Agreement.

8.—RELATIONSHIP TO PARENT AWARDS

This Agreement shall be read in conjunction with the existing Awards and Agreements which apply to the parties bound to this Agreement. In the case of any inconsistencies, this Agreement shall have precedence to the extent of the inconsistencies. All parties recognise that the relevant Parent Awards consist of:

- Awards and Agreements of the Western Australian Industrial Relations Commission
 - Public Service Award (1992)
 - The Facilities Agreement (1992)
 - Western Australian Public Sector (Civil Service Association) Enterprise Bargaining Framework Agreement 1995.

Government Officers Salaries, Allowances and Conditions Award (1989)
 Gardeners (Government) Award [1986]
 Catering Employees and Tea Attendants Award (Government) [1982]
 Cleaners and Caretakers (Government) Award 1975
 Engineering Trades (Government) Award (1967)

9.—SINGLE BARGAINING UNIT

This Agreement has been negotiated through a Single Bargaining Unit. Each of the parties referred to in Clause 5 above have participated or have been offered representation in the Enterprise Agreement negotiations.

The Single Bargaining Unit parties established a Negotiating Committee to be responsible for negotiating this enterprise agreement for the Department of Minerals and Energy and the Chemistry Centre of W.A. The manner in which this group has functioned is set out in Appendix B.

10.—AUDIT OF 4% SECOND TIER AND 1989 S.E.P. AGREEMENTS

An audit of the 4% Second Tier and 1989 Structural and Efficiency Principle Agreement has been undertaken and is attached at Appendix C.

The parties to this Agreement agree that matters arising from the 4% Second Tier and 1989 Structural Efficiency Principle Agreements shall not be counted when considering the productivity benefits and pay increases arising from this Agreement.

11.—VARIATIONS TO CONDITIONS OF EMPLOYMENT

Without limiting the statements of intent contained within this Agreement, and subject to Clause 7 hereof, the parties agree to the specific alterations to conditions of employment detailed within Clause 13 for the duration of this Agreement.

12.—WAGE AND SALARY INCREASES

(1) The employee's annual salary will commence at the Level set out in this Agreement (See Appendix E) and will be paid in fortnightly instalments.

Over the life of this Agreement a nominal salary increase of 7.7% will be made. This nominal amount is comprised of 2.0% for past productivity and 2.0% for current productivity and 3.7% for estimated benchmark achievements.

Based on gains made from past and current productivity increases and a pre-payment on the Department's milestones, there will be a 5.5% salary increase, backdated to 1 January 1996. In addition, a further 1.2% salary increase will be paid, effective from 17 May 1996. A further 1% salary increase will be made, effective from 31 August 1996. These increases will be compounded and the total effective increase on base salary will therefore be 7.83%.

All salary increases, including back-dated payments apply only to the period employees were/are covered by the relevant award.

(2) As described in Clause 7 and Appendix A, organisational achievements of milestones is an important ingredient of this Agreement. The above payments specified in subclause 12(1) are guaranteed, but the extent to which milestone achievements exceed or fall short of the performance criteria specified in Appendix A will be taken into account in setting further milestones and consequential salary increases in any subsequent Enterprise Bargaining Agreement, the effect of which will be agreed to in negotiations leading up to any such subsequent Agreement.

13.—CONDITIONS OF EMPLOYMENT

The following conditions of employment apply under the terms of this Agreement:

(1) Long Service Leave

- (a) The employee may apply to take a complete entitlement of long service leave on full pay or half pay. In addition the employee may elect to take long service leave in periods of two weeks or more.

- (b) Should the employee have an accrued long service leave entitlement at the time of entering into this Agreement he or she may elect to convert two weeks of that entitlement into an equivalent cash amount at any time during the operation of this Agreement. If the employee intends to take advantage of this option the employer must be advised of this intention within ninety days of entering into the Agreement.

(2) Normal Hours

- (a) • For those employees covered by the Public Service Award (1992) normal hours will be as per Clause 16 of that award.
 • For those employees covered by the Government Officers Salaries, Allowances and Conditions Award (1989) normal hours will be as per Clause 16 of that award.
 • For those employees covered by the Engineering Trades (Government) Award (1967) normal hours will be as per Clause 13(b) of that award.
 • For those employees covered by the Catering Employees and Tea Attendants Award (Government) [1982] normal hours will be as per Clause 8 of that award.
 • For those employees covered by the Cleaners and Caretakers (Government) Award 1975 normal hours will be as per Clause 7(1)(a) of that award.
 • For those employees covered by the Gardeners (Government) Award (1986) normal hours will be as per Clause 7(1)(a) of that award.

- (b) An employee who is employed on a part-time basis shall be paid a proportion of the appropriate full-time pay including increments where applicable dependent upon time worked. The pay shall be calculated in accordance with the following formula:

$$\frac{\text{hours worked per fortnight}}{\text{full time hours per fortnight}} \times \frac{\text{full time fortnightly pay}}{1}$$

Tea attendants shall receive an additional 15% on top of the above formula.

(3) Prescribed Hours

- (a) Subject to the agreement of their supervisor or manager and taking into account the day to day requirements of the duties being performed within the work area, employees may select their own starting and finishing times. Overtime shall apply to time worked in excess of normal hours as defined in accordance with paragraph (a) of subclause (2) of this clause.
- (b) The current Departmental flexitime and flexileave provisions will continue to apply.
- (c) Where there is no agreement in accordance with paragraph (a) above, the following shall apply:
- For the purposes of overtime agreed starting and finishing times for those employees covered by the Public Service Award (1992) will be deemed to be prescribed hours as per Clause 18 of that award.
 - For the purposes of overtime agreed starting and finishing times for those employees covered by the Government Officers Salaries, Allowances and Conditions Award (1989) will be deemed to be prescribed hours as per Clause 18 of that award.
 - For the purposes of overtime agreed starting and finishing times for those employees covered by the Engineering Trades (Government) Award (1967) will be deemed to be prescribed hours as per Clause 14 of that award.
 - For the purposes of overtime agreed starting and finishing times for those employees covered by the Catering Employees and Tea Attendants Award (Government) (1982) will be deemed to be prescribed hours as per Clause 10 of that award.

- For the purposes of overtime agreed starting and finishing times for those employees covered by the Cleaners and Caretakers (Government) Award 1975 will be deemed to be prescribed hours as per Clause 8 of that award.
- For the purposes of overtime, agreed starting and finishing times for those employees covered by the Gardeners (Government) Award (1986) will be deemed to be the prescribed hours per Clause 12 of that award.

(4) Sick Leave

At the discretion of their Divisional Director, employees may use their sick leave credits to care for immediate family members in the event of illness or other debilitating circumstances. In such cases, an application for sick leave exceeding two consecutive days work must be supported by a certificate from a registered medical provider or registered dentist. This provision will apply in the case of a spouse, de facto spouse, child, stepchild, parent, step parent, parent-in-law or any other person who lives with the employee as a member of the employee's family.

(5) Parental Leave

See Appendix D.

(6) Annual Leave Travel Concessions

The travel concessions contained in the table in the Public Service Award (1992) Clause 19(10) are provided to officers, employees and their dependents when proceeding on annual leave to a destination outside the geographical region of their headquarters and where the headquarters is situated in District Allowance Areas 3, 5, 6, and in that portion of Area 4 located north of 30° South latitude. Provided that such concessions shall not exceed the value of the return economy airfare from their headquarters to Perth, employees may elect to use the concession to purchase return economy airfares to any destination of their choice. Should the cost of the concession be less than the value of the return economy airfare to Perth, then the lesser amount shall be paid.

14.—DISPUTE SETTLEMENT PROCEDURES

Any questions, disputes or difficulties arising under this Industrial Agreement will be dealt with in accordance with the following procedures:

- (1) The Union representative and/or the employee/s concerned shall discuss the matters with the immediate supervisor in the first instance. An employee may be accompanied by a Union representative.
- (2) If the matter is not resolved within 5 working days following the discussion in accordance with subclause (a) hereof the matter shall be referred by the Union representative to the Director General or his/her nominee for resolution.
- (3) If the matter is not resolved within 5 working days of the Union representative's notification of the dispute to the Director General or his/her nominee it may be referred by either party to the Western Australian Industrial Relations Commission.

15.—PARTIES TO THE AGREEMENT

Signatories

Signed by the Director General of the Department of Minerals and Energy of Western Australia	Date 17/06/96
Signed by the Honourable Minister for Mines	Date 18/06/96
Signed for and on behalf of the Civil Service Association of Western Australia	Toni Walkington
Incorporated by	Date 15/06/96
Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union by	Helen M. Creed
Signed for and on behalf of the Federated Liquor and Allied Industries Employees Union, WA Branch, Union of Workers by	Date 17/06/96

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers. J. Sharp-Collett
Date 17/06/96

APPENDIX A

PRODUCTIVITY MILESTONES

The organisation will, collectively, during the 1995-96 financial year, have contributed to:

A. MILESTONE TARGETS—DME

- An increase of 4% over the 12 months in total real productivity for all activities carried out by the Geological Survey Division. The Survey has developed appropriate Total Productivity Performance Indicators (TPPI's) for the sub-programs under its control. The TPPI's:
 - capture the whole efficiency/total productivity of individual sub-programs,
 - are (as far as possible), representative, objective, measurable, auditable and consistent over time,
 - are not unduly affected by seasonality and other variability in the composition of the sub-program products and services which are beyond the control of its managers and team members to influence, and
 - are linked to a ratio of outputs, in terms of transactions, products and services, and input, in terms of either dollars or preferably employees.
- A reduction of 4% over the 12 months in the time taken to process Environmental Impact Reports on projects assessed by the Department.
- A reduction of 8% (in real terms) over the 12 months in the direct administration cost per audit of entities which pay mineral and petroleum royalties to the State.
- An increase of 4% over the 12 months in the number of safety inspections carried out by the Mineral and Petroleum Safety Branches.
- An increase of 5% over the 12 months of the number of licensed operations managed per FTE in the Explosives and Dangerous Goods Division.
- A 4% increase over the 12 months in the number of mineral titles prepared for lodging per FTE involved.
- A 4% increase over the 12 months in the work of the Corporate Services Division. All Corporate Services activities will be assigned a "weighting" which will quantify the relative effort required in each work area. Total output for Corporate Services will be determined by multiplying each areas output and summing them by quarter. The weighted quarterly total, so determined, will be divided by the sub-program expenditure for that quarter to derive a conceptual "cost" which will be expressed as the number of products and services per million dollars of expenditure.
- The commencement of a process of stratifying the Department of Minerals and Energy into five salary bands, resulting in a flatter structure with increased management effectiveness.
- The development to implementation stage of a new strategic plan.
- The implementation of an improved operational budgeting/program performance monitoring process.
- The development of a robust employee performance assessment procedure/performance pay system.

B. MILESTONE TARGETS—CCWA

- Organisational Goals
 - Completed a process of stratifying the Chemistry Centre into four salary bands, resulting in a structure with increased management effectiveness;
 - Developed to implementation stage a new strategic plan;

- (c) Implemented an improved operational budgeting and program performance monitoring process;
- (d) Developed a robust employee performance assessment procedure and performance pay system.

(ii) Scientific Goals

A publication index of 0.3. The publication index is the number of papers accepted for publication in scientific or professional association journals or for presentation at national or international scientific conferences per full time equivalent staff.

(iii) Financial Goals

Achieved an operational profit for the financial year 1995/96 for the Chemistry Centre 'core'.

C. MILESTONE TARGETS—MPL

(i) Organisational Goals

- (a) Completed a process of stratifying the Mineral Processing Laboratory into four salary bands, resulting in a flatter structure with increased management effectiveness;
- (b) Developed to implementation stage a new strategic plan;
- (c) Implemented an improved operational budgeting and program performance monitoring process;
- (d) Developed a robust employee performance assessment procedure and performance pay system.

(ii) Financial Goals

Achieving a target cash figure from operations above break-even for the financial year 1995/96 of not less than \$50,000, excluding the conversion of any Community Service Obligation to cash contracts.

APPENDIX B

NEGOTIATING COMMITTEE CHARTER

OBJECTIVE

The Enterprise Bargaining Negotiating Committee (Committee) has, in accordance with the Enterprise Bargaining Principles, as defined by the Industrial Relations Commission:

- critically and objectively reviewed DME and the Chemistry Centre of WA's methods and working arrangements and recommended changes to improve productivity and efficiency,
- quantified and measured these improvements to productivity and efficiency,
- negotiated and recommended:
 - quantum of remuneration
 - other working conditions,
- worked together and agreed on productivity and efficiency improvements in the workplace that would form the basis of an agreement

COMMITTEE STRUCTURE

The Committee has comprised, at various times since its formation, the following members or their proxies:

Mr T McGovern	DME Management
Mr S Young	DME Management
Mr P Malatesta	DME Management
Mr K Ross	Civil Service Association of Western Australia Incorporated
Mr P Hewitt	Civil Service Association of Western Australia Incorporated
Mr A Mathie	Civil Service Association of Western Australia Incorporated
Ms R Meade	Liquor Trades Union
Mr J O'Brien	Executive Officer

The Committee has had access to DME's employees, information and resources to evaluate, generate and measure change.

SCOPE

As required this Committee has, in this Agreement, made a joint submission recommending changes to:

- specific and tangible work practices which are employee related, require the cooperation of employees and have a direct, immediate and measurable impact on employees and on efficiency and productivity,
- the award conditions where such changes are required to provide improvement in work and organisational practices, and
- the award conditions which will provide direct improvements in productivity and profitability.

These changes aim to produce significant improvements in productivity, service quality, job satisfaction and staff morale.

The Committee will, if required, develop methods to monitor implementation and outcomes of the Agreement.

ROLE

The role of the Committee has been to:

- act as the driving force to identify specific changes and to develop recommendations as per the defined Scope,
- enlist the involvement and support of the Joint Consultative Committee and Workplace Committees to provide input and undertake detailed analysis,
- develop and implement a communication strategy to create an understanding and commitment to the Enterprise Bargaining process,
- keep key stakeholders informed of plans and progress and address concerns as they arise.

To meet its responsibilities the Committee has at all times:

- been kept informed of DME's current strategic and corporate plans, and
- received cooperation and access to resources and information from all staff.

APPENDIX C

AUDIT OF THE 4% SECOND TIER AND STRUCTURAL EFFICIENCY PRINCIPLE AGREEMENTS

4% Initiatives	ESTIMATES TOTAL SAVINGS				Comments
	Expenditure		Productivity		
	87/88	88/89	87/88	88/89	
1. CSA AGREEMENT					
1.1 Payment by direct funds transfer.	\$1,120	\$2,080	\$7,500	\$13,900	Implemented 23/12/87. Savings were realised in full.
1.2 Removal of pro-rata annual leave loading entitlements upon the resignation of officers	\$2,530	\$5,060	NIL	NIL	Effective from 9/12/87. Predicted savings were realised. Ongoing savings are also being realised.
1.3 Deferral of long service leave for up to 3 years after it becomes due.	N/A	N/A	N/A	N/A	
1.4 Spread of hours to encompass any 7½ hours between 7 am and 6 pm	N/A	N/A	N/A	N/A	
1.5 Provision to allow payment of a partial allowance where partial duties are performed by a single officer	NIL	NIL	NIL	NIL	Already in operation.
1.6 Introduction of computerised public information systems	36,500	59,000	61,500	\$64,000	Ongoing since 1/7/87.
1.7 Reorganisation of the Government Chemical Laboratories	NIL	N/K	NIL	N/K	The reorganisation of the Laboratories was proposed on 30/9/87.
2. FMWU, ASE & AMWSU AGREEMENTS					
2.1 Reduction in FTEs.	\$6,400	77,000	NIL	NIL	As one of the 3 FTE reductions occurred in May 1987 the claimable reduction for the 88/89 period was reduced to \$51,000. Implementation of the 2 FTE reduction was Aug '87.
2.2 Banking rostered days off.	NIL	NIL	NIL	\$38,500	Implementation from 15/8/88.
2.3 Engineering trades Global variations.	NIL	\$1,500	NIL	NIL	Implementation from 12/8/88.
2.4 Direct banking of wages.	NIL	NIL	NIL	NIL	Already in operation.

APPENDIX D
PARENTAL LEAVE

(a) Definitions: For the purposes of this Appendix the following definitions apply—

- (i) "Employee" includes full time, part time, permanent and fixed term contract employees.
 - (ii) "Replacement Employee" is an employee specifically engaged to replace an employee proceeding on parental leave.
- (b) Eligibility for Parental Leave
- (i) An employee is entitled to a period of up to 52 weeks' parental leave in respect of the birth of a child to the employee or the employee's spouse/partner.
 - (ii) Where the employee applying for the leave is the partner of a pregnant spouse one week leave may be taken at the birth of the child concurrently with parental leave taken by the pregnant employee.
 - (iii) An employee proposing to adopt a child under the age of five years shall be entitled to three weeks parental leave at the time of placement of the child and a further period of parental leave up to a maximum of 52 weeks.
 - (iv) An employee seeking to adopt a child shall be entitled to two days unpaid leave for the employee to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional days leave. The employee may take any paid leave entitlement in lieu of this leave.
 - (v) Subject to paragraph (ii) of this subclause where both partners are employed by the Department of Minerals and Energy the leave shall not be taken concurrently except under special circumstances and with the approval of the Director General.

(c) Other Leave Entitlements

- (i) An employee proceeding on parental leave may elect to utilise any accrued annual leave or accrued long service leave for the whole or part of the period of parental leave or extend the period of parental leave with such leave.
- (ii) An employee may extend the maximum period of parental leave with a period of leave without pay subject to the Director General's approval.
- (iii) An employee on parental leave is not entitled to paid sick leave and other paid award absences.
- (iv) Where the pregnancy of an employee terminates other than by the birth of a living child then the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner.
- (v) Where a pregnant employee not on parental leave suffers illness related to the employee's pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or such further unpaid leave for a period certified as necessary by a registered medical practitioner.

(d) Notice and Variation

- (i) The employee shall give not less than four week's notice in writing to the Department of Minerals and Energy of the date the employee proposes to commence maternity leave stating the period of leave to be taken.
- (ii) An employee proceeding on parental leave may elect to take a shorter period of maternity leave and may at any time during that period of leave elect to reduce or extend the period stated in the original application provided four weeks written notice is provided.

(e) Transfer to Safe Job

- (i) Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a

safe position of the same classification until the commencement of maternity leave.

- (ii) If the transfer to a safe position is not practicable, the employee may take leave for such period as is certified necessary by a registered medical practitioner.

(f) Replacement Employee

Prior to engaging a replacement employee the Department of Minerals and Energy shall inform the person of the temporary nature of the employment and the entitlements relating to return to work of the employee on parental leave.

(g) Return to Work

- (i) An employee shall confirm their intention to return to work by notice in writing to the Department of Minerals and Energy not less than four weeks prior to the expiration of the period of parental leave;
- (ii) An employee on return from parental leave shall be entitled to the position which the employee occupied immediately prior to proceeding on parental leave. Where an employee was transferred to a safe job pursuant to subclause (e) hereof the employee is entitled to return to the position occupied immediately prior to the transfer.
- (iii) An employee may return on a part-time basis to the same position occupied prior to the commencement of leave or to a different position at the same classification level on a part-time basis in accordance with the part-time provisions of the relevant award.
- (iv) Where the position occupied by the employee no longer exists the employee shall be entitled to a position of the same classification level with duties similar to that of the abolished position.

(h) Effect of Leave on Employment Contract

(i) Fixed Term Contract

An employee employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.

(ii) Continuous Service

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 under the relevant award or this agreement.

(iii) Termination of Employment

An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with the relevant award.

APPENDIX E

DETAILS OF ANNUAL FORTNIGHTLY PAYS UNDER AWARDS APPLYING

PUBLIC SERVICE AWARD 1992	Current F/Night Base Rate (Award)	Current Total Per Annum (Award)	EBA	EBA	EBA
			Sal Inc 5.5% (1 Jan '96)	Sal Inc 1.2% (17 May '96)	Sal Inc 1.0% (31 Aug '96)
Non specified calling:					
Level 1					
U/17 Years	417	10873	11471	11609	11725
17 Years	487	12707	13406	13567	13702
18 Years	568	14822	15637	15825	15983
19 Years	658	17157	18101	18318	18501
20 Years	739	19267	20327	20571	20776
21 Years or 1st	811	21165	22329	22597	22823
22 Years or 2nd	836	21817	23017	23293	23526
23 Years or 3rd	861	22468	23704	23988	24228
24 Years or 4th	886	23115	24386	24679	24926
25 Years or 5th	911	23766	25073	25374	25628
26 Years or 6th	936	24417	25760	26069	26330
27 Years or 7th	965	25166	26550	26869	27137
28 Years or 8th	985	25684	27097	27422	27696
29 Years or 9th	1014	26450	27905	28240	28522
Level 2					
1st Year	1049	27367	28872	29219	29511
2nd Year	1076	28070	29614	29969	30269
3rd Year	1105	28809	30393	30758	31066
4th Year	1134	29590	31217	31592	31908
5th Year	1166	30407	32079	32464	32789
Level 3					
1st Year	1209	31530	33264	33663	34000
2nd Year	1242	32405	34187	34598	34943
3rd Year	1277	33307	35139	35561	35916
4th Year	1312	34233	36116	36549	36915

PUBLIC SERVICE AWARD 1992

Level	Current F/Night Base Rate (Award)	Current Total Per Annum (Award)	EBA Sal Inc 5.5% (1 Jan '96)	EBA Sal Inc 1.2% (17 May '96)	EBA Sal Inc 1.0% (31 Aug '96)
Non specified calling:					
Level 4					
1st Year	1361	35503	37456	37905	38284
2nd Year	1399	36498	38505	38967	39357
3rd Year	1439	37522	39586	40061	40461
Level 5					
1st Year	1514	39494	41666	42166	42588
2nd Year	1565	40827	43072	43589	44025
3rd Year	1618	42212	44534	45068	45519
4th Year	1673	43649	46050	46602	47068
Level 6					
1st Year	1762	45960	48488	49070	49560
2nd Year	1822	47531	50145	50747	51254
3rd Year	1885	49157	51861	52483	53008
4th Year	1951	50893	53692	54336	54880
Level 7					
1st Year	2053	53555	56501	57179	57750
2nd Year	2124	55397	58444	59145	59699
3rd Year	2201	57401	60558	61285	61859
Level 8					
1st Year	2326	60658	63994	64762	65410
2nd Year	2415	62991	66456	67253	67883
3rd Year	2525	65884	69508	70342	71001
Level 9					
1st Year	2664	69497	73319	74199	74941
2nd Year	2758	71938	75895	76805	77525
3rd Year	2865	74722	78832	79778	80525
Class range					
C.1	3026	78932	83273	84273	85115
C.2	3188	83142	87715	88767	89655
C.3	3349	87350	92154	93260	94193
C.4	3510	91560	96596	97755	98732
Level 2/4					
1st Year	1049	27367	28872	29219	29511
2nd Year	1105	28809	30393	30758	31066
3rd Year	1166	30407	32079	32464	32789
4th Year	1242	32405	34187	34598	34943
5th year	1361	35503	37456	37905	38284
6th Year	1439	37522	39586	40061	40461
Level 5					
1st Year	1514	39494	41666	42166	42588
2nd Year	1565	40827	43072	43589	44025
3rd Year	1618	42212	44534	45068	45519
4th Year	1673	43649	46050	46602	47068
Level 6					
1st Year	1762	45960	48488	49070	49560
2nd Year	1822	47531	50145	50747	51254
3rd Year	1885	49157	51861	52483	53008
4th Year	1951	50893	53692	54336	54880
Level 7					
1st Year	2053	53555	56501	57179	57750
2nd Year	2124	55397	58444	59145	59699
3rd Year	2201	57401	60558	61285	61859
Level 8					
1st Year	2326	60658	63994	64762	65410
2nd Year	2415	62991	66456	67253	67883
3rd Year	2525	65884	69508	70342	71001
Level 9					
1st Year	2664	69497	73319	74199	74941
2nd Year	2758	71938	75895	76805	77525
3rd Year	2865	74722	78832	79778	80525
Class range					
C.1	3026	78932	83273	84273	85115
C.2	3188	83142	87715	88767	89655
C.3	3349	87350	92154	93260	94193
C.4	3510	91560	96596	97755	98732

GOVERNMENT OFFICERS SALARIES ALLOWANCES AND CONDITIONS AWARD (1989) (GOSAC)

Level	Current F/Night Base Rate (Award)	Current Total Per Annum (Award)	Sal Inc 5.5% (1 Jan '96)	Sal Inc 1.2% (17 May '96)	Sal Inc 1.0% (31 Aug '96)
Non specified calling:					
LEVEL 1					
U/17 Years	417	10873	11471	11609	11725
17 Years	487	12707	13406	13567	13702
18 Years	568	14822	15637	15825	15983
19 Years	658	17157	18101	18318	18501
20 Years	739	19267	20327	20571	20776
21 Years or 1st	811	21165	22329	22597	22823
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23 Years or 3rd	861	22468	23704	23988	24228
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28 Years or 8th	985	25684	27097	27422	27696
29 Years or 9th	1014	26450	27905	28240	28522
Level 2					
1st Year	1049	27367	28872	29219	29511
2nd Year	1076	28070	29614	29969	30269
3rd Year	1105	28809	30393	30758	31066
4th Year	1134	29590	31217	31592	31908
5th Year	1166	30407	32079	32464	32789

GOSAC AWARD

Level	Current F/Night Base Rate (Award)	Current Total Per Annum (Award)	Sal Inc 5.5% (1 Jan '96)	Sal Inc 1.2% (17 May '96)	Sal Inc 1.0% (31 Aug '96)
Non specified calling:					
LEVEL 1					
Level 3					
1st Year	1209	31530	33264	33663	34000
2nd Year	1242	32405	34187	34598	34943
3rd Year	1277	33307	35139	35561	35916
4th Year	1312	34233	36116	36549	36915
Level 4					
1st Year	1361	35503	37456	37905	38284
2nd Year	1399	36498	38505	38967	39357
3rd Year	1439	37522	39586	40061	40461
Level 5					
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2nd Year	1565	40827	43072	43589	44025
3rd Year	1618	42212	44534	45068	45519
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Level 6					
1st Year	1762	45960	48488	49070	49560
2nd Year	1822	47531	50145	50747	51254
3rd Year	1885	49157	51861	52483	53008
4th Year	1951	50893	53692	54336	54880
Level 7					
1st Year	2053	53555	56501	57179	57750
2nd Year	2124	55397	58444	59145	59699
3rd Year	2201	57401	60558	61285	61859
Level 8					
1st Year	2326	60658	63994	64762	65410
2nd Year	2415	62991	66456	67253	67883
3rd Year	2525	65884	69508	70342	71001
Level 9					
1st Year	2664	69497	73319	74199	74941
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Class range					
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C.2	3188	83142	87715	88767	89655
C.3	3349	87350	92154	93260	94193
C.4	3510	91560	96596	97755	98732
Specified calling:					
Level 2/4					
1st Year	1049	27367	28872	29219	29511
2nd Year	1105	28809	30393	30758	31066
3rd Year	1166	30407	32079	32464	32789
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5th year	1361	35503	37456	37905	38284
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Level 5					
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2nd Year	1565	40827	43072	43589	44025
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4th Year	1951	50893	53692	54336	54880
Level 7					
1st Year	2053	53555	56501	57179	57750
2nd Year	2124	55397	58444	59145	59699
3rd Year	2201	57401	60558	61285	61859
Level 8					
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2nd Year	2415	62991	66456	67253	67883
3rd Year	2525	65884	69508	70342	71001
Level 9					
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Class range					
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C.2	3188	83142	87715	88767	89655
C.3	3349	87350	92154	93260	94193
C.4	3510	91560	96596	97755	98732

CATERING EMPLOYEES AND TEA ATTENDANTS AWARD (GOVERNMENT) [1982]

Tea Attendants (rates based on 60hr f/n)

Classification	Current F/Night Base Rate, Including Service Pay Allowance and Part Time Loading	Current Total Per Annum	Sal Inc. 5.5% (1 Jan '96)	Sal Inc. 1.2% (17 May '96)	Sal Inc. 1.0% (31 Aug '96)
1st Year	629.89	16,429	17,333	17,541	17,716
2nd Year	638.25	16,647	17,563	17,773	17,951
3rd Year and thereafter	645.51	16,837	17,763	17,976	18,156

Tea Attendants (rates based on 30hr f/n)

Classification	Current F/Night Base Rate, Including Service Pay Allowance and Part Time Loading	Current Total Per Annum	Sal Inc. 5.5% (1 Jan '96)	Sal Inc. 1.2% (17 May '96)	Sal Inc. 1.0% (31 Aug '96)
1st Year	314.94	8,214	8,666	8,770	8,858
2nd Year	319.12	8,323	8,781	8,886	8,975
3rd Year and thereafter	322.75	8,418	8,881	8,988	9,078

ENGINEERING TRADES (GOVERNMENT) AWARD
1967

Classification	Skill Level	F/Night Base Rate	Total Per Annum	Sal Inc. 5.5% (1 Jan 96)	Sal Inc. 1.2% (17 May 96)	Sal Inc. 1.0% (31 Aug 96)
Advanced Engineering Tradesperson						
C5	Level II	1,149.60	29,985	31,634	32,014	32,334
C6	Level I	1,106.00	28,848	30,435	30,800	31,108
Engineering Tradesperson						
C7	Special Class	1,018.80	26,574	28,036	28,372	28,656
C8	Level II	975.20	25,436	26,835	27,157	27,429
C9	Special Class	931.60	24,299	25,635	25,943	26,201
C10	Level I	888.00	23,162	24,436	24,729	24,976
	Level II					
	Level I					
	Production Systems Employee					
Engineering Employee						
C11	Level IV	821.80	21,435	22,614	22,885	23,114
C12	Level III	778.20	20,298	21,414	21,671	21,888
C13	Level II	731.00	19,067	20,116	20,357	20,561
C14	Level I	696.20	18,159	19,158	19,388	19,582

OTHER RATES DEEMED TO BE PART OF ORDINARY RATE OF PAY

	\$pft
Industry Allowance:	10.40
(a) After 12 months service	10.20
(b) After 24 months service and additional	
Tool Allowance	18.40
Construction Allowance:	31.20
Construction work meaning	
The construction, erection or alteration of any other building structure or civil engineering project which the employee and the union or unions agree or, in the event of a disagreement, which the Board of Reference declares to be construction work for the purposes of the Award	
Leading Hand Allowance	
(a) in charge of not less than 3 and not more than 10	33.20
(b) in charge of not less than 10 and not more than 20	50.80
(c) in charge of more than 20	65.40

CLEANERS AND CARETAKERS (GOVERNMENT AWARD)

NO. 32 OF 1975

Cleaner	Per Week	Sal Inc. 5.5% (1 Jan 96)	Sal Inc. 1.2% (17 May 96)	Sal Inc. 1.0% (31 Aug 96)
1st Year of employment	386.10	407.33	412.22	416.34
2nd Year of employment	390.10	411.56	416.50	420.66
3rd Year of employment and thereafter	394.30	415.99	420.98	425.19

GARDENERS (GOVERNMENT) AWARD NO A16 OF 1983

WAGES

CLASSIFICATIONS

PART A—All employees except those employed by the Ministry of Education

	Per Week	Sal Inc. 5.5% (1 Jan 96)	Sal Inc. 1.2% (17 May 96)	Sal Inc. 1.0% (31 Aug 96)
LEVEL 1				
Comprehends the following classes of work				
• Gardener/Grounds Attendant (Grade 2)				
• Labourer (Maintenance and General)				
• Mower Operator (Walk Mower)				
1st Year of employment	388.70	410.08	415.00	419.15
2nd Year of employment	392.50	414.09	419.06	423.23
3rd Year of employment and thereafter	396.60	418.41	423.43	427.66

COMMISSION IN COURT SESSION—
Awards/Agreements—Variation of—
BUILDING TRADES (CONSTRUCTION) AWARD 1987.

No. R 14 of 1987.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers

and

Adsigns Pty Ltd and Others.

No. 1154 of 1995.

Building Trades (Construction) Award 1987.

No. R 14 of 1978.

COMMISSION IN COURT SESSION
CHIEF COMMISSIONER W.S. COLEMAN
COMMISSIONER C B PARKS
COMMISSIONER P E SCOTT.

29 April 1996.

Reasons for Decision.

CHIEF COMMISSIONER: By this application the unions seek to establish what they see as the industry standard provision for an entitlement to redundancy payments.

In general terms the entitlement would be payable, subject to the terms of "continuous service", when an employee ceases to be employed by an employer for whatever reason—whether resignation or retirement—other than in circumstances where the termination has been for reasons of misconduct or refusal of duty. The schedule of redundancy benefits provides a scale of payments which increases with the period of continuous service from one year or more to the maximum entitlement being attained with four years of service. The requirement for the completion of 12 months of continuous service is qualified to the extent "that an employee employed for less than that period shall be entitled to a redundancy payment of 1.75 hours per completed week of service if, and only if, redundancy is occasioned otherwise than by the employee".

While the Respondents to the award (and those employers granted leave to intervene) and the Minister support the availability of redundancy payments in the building and construction industry, they oppose the basis upon the entitlement could be accessed in two respects.

In their view, there is the need to exclude access to an entitlement where an employee ceases to be employed because of unsatisfactory service and where an employee resigns from employment. Second, that where an employee completes an apprenticeship and remains in employment with that employer for a further 12 months, service as an apprentice should not be taken into account for the purpose of calculating the redundancy payment when employment ceases. The following table summarises the position with respect to the two areas of disagreement—

Applicant Unions' Claim	Respondents' (other than MBA) and Interveners (Employers') Counterproposal	MBA Counterproposal
"Redundancy" means a situation where an employee ceases to be employed by an employer, respondent to this award, other than for reasons of misconduct or refusal of duty.	"Redundancy" means a situation where an employee ceases to be employed by an employer, respondent to this award, other than for reasons of resignation, unsatisfactory service, misconduct or refusal of duty.	"Redundancy" means a situation where an employee is terminated by his or her employer other than for reasons of misconduct or refusal of duty.
Apprentices	Objected to and opposed.	Apprentices
Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.		Any period of service as an apprentice shall not count as continuous service for the purpose of this clause.

The Applicant Unions stress that the Building Trades (Construction) Award is the last award in this industry to be considered for redundancy payments. The provision being claimed is, apart from the clause for apprentices, said to be in line with the entitlement determined by the Commission in Court Session in the Foremen (Building Trades) Award, the Engine Drivers (Building and Steel Construction) Award, the Earth Moving and Construction Award, the Artworkers Award and the relevant parts of the Industrial Spraypainting and Sandblasting Award (75 WAIG 2699).

The Unions also say that it is within the context of the nexus between this Award and the National Building Construction Industry Award that this application is brought to the Commission.

In line with what has previously been argued before the Commission when other State building and construction industry awards were varied to provide for entitlements to redundancy payments, it is submitted that—

- “Termination, change and redundancy” cases at a Federal and State level establish the proposition that redundancy ought be provided for in awards generally.

(Prints F6230; F7262; 65 WAIG 881; and 66 WAIG 580)

- This application is not being pursued on the basis of a “flow-on” of a test case standard.
- Most awards now provide for redundancy and the terms of the entitlement reflects the character of the particular industry.
- The Unions accept that the onus to demonstrate that a modification to “standard” provisions is on them.
- With respect to the building and construction industry, the Building Trades (Construction) Award has a “well established and recognised nexus with its counterpart federal Award, the National Building and Construction Industry Award”. This nexus has “served industrial relations well to ensure that there is uniformity on sites”. There is widespread application of redundancy provisions within the industry at a State and Federal level. The following areas of regulation are cited.

“Federal

AWU Construction & Maintenance Award 1987— Clause 57

Print G6898, J5113, operative from 22 March 1989, applies to all civil works, applies to all labourers and plant and crane operations.

AWU Construction & Maintenance Award 1989.

Print J0179, J5114, operative from 22 March 1989, applies to all civil and mechanical engineering construction work, applies to all labourers and plant and crane operations. See also Print J5628.

See Prints H7465 (Full Bench), H9967 (Grimshaw C), J3518 (Full Bench), J4870 (Palmer C), K1447 (Palmer C), K1655 (Palmer C), K2799 (Full Bench).

State

Metal Trades (General Award)

Air Conditioning and Refrigeration Industry

(Construction & Servicing) Award

Thermal Insulation Contracting Industry Award 70 WAIG 2576

Electrical Contracting Industry Award 71 WAIG 985

Foreman (Building Trades) Award 1991 75 WAIG 2699

Engine Drivers (Building & Steel Construction) Award 75 WAIG 2699

Earth Moving & Construction Award 75 WAIG 2699

Artworkers Award 75 WAIG 2699

Industrial Spraypainting & Sandblasting Award 1991 75 WAIG 2699

Various site agreements

Various S41 agreements”

(Outline of Applicants’ submissions)

- It is appropriate to look to redundancy provisions that apply in the same industry. Conversely, it is inappropriate to look to awards which apply in industries which are quite different from that to which the awards in question apply.

- “From what already happens within the construction industry in this State it is submitted that:

- there is an acceptance that “redundancy” means any situation where an employee ceases to be employed (other than for reasons of misconduct or refusal of duty).

- The provision for redundancy in State metal and electrical trades awards is simply a continuation of agreements started at a federal level.

- The process of establishing consistency with the federal agreement and award provision got “waylaid” in the State Building Trades (Construction) Award. However, it is argued that notwithstanding that aberration, redundancy provisions apply irrespective of the award situation.

- Enterprise site agreements in the construction industry in this State have followed redundancy provisions under the Metal Trades (General) Award Part II which in turn follow the National Building and Construction Industry Award standard (See 73 WAIG 2752, 74 WAIG 1789, 72 WAIG 2777 and appendix 2 to the *Earth Moving and Construction Award (North-West Shelf Gas Project)*).

Since these particular terms and conditions of redundancy have been determined by industry and the Commission over a number of years, it is submitted that this Commission ought accept, for the purposes of the award the subject of the application, those determinations as the appropriate means by which the TCR standard can be given effect.”

(Outline of Applicants’ submission)

Consistent with submissions previously presented to the Commission in support of claims for redundancy entitlements in awards in the building and construction industry, the Unions argue that such provisions do not involve significant costs.

“In 1986-87 severance, termination and redundancy payments were 1.3% of total labour costs in the construction industry (See Exhibit H1. ABS Catalogue No 6349.0 1986.87 Labour Costs Australia Table 13). In 1991-92 after the general prescription of redundancy payments the cost rose to 1.9% of total labour costs for the industry (See Exhibit H1 Table 12). It is argued that an increase of less than 1% with the general application of redundancy payments in the construction industry is significant. It is also submitted that this conclusion is consistent with that reached by the Commission in Court Session when the Metal Trades (General) Award Part II, the Air Conditioning and Refrigeration Industry (Construction and Servicing) Award and the Thermal Insulation Contracting Industry Award were varied to include redundancy payments in July 1990 (70 WAIG 2576 at 2577).”

(Outline of Applicants’ submissions)

By reference to evidence presented in the Matters Nos 1176-1178 of 1993, 1222 of 1993 (75 WAIG 2699), the rate of turnover of labour is claimed to render standard “TCR” provisions established for the manufacturing industry inappropriate for the building and construction industry. The information tendered in those proceedings on service accrued for the purpose of long service leave is again preferred to confirm the unpredictability of employment in the building and construction industry (75 WAIG 2699 at 2700). On the basis of information obtained from the Construction Industry Long Service Leave Payments Board, 33.4% of employees in the industry as at 30 June 1993 had less than 12 months’ service; in 1994 it was 38.75% and at June 1995 38%. It is noted that this service relates to service within the industry, not service with an employer. However, using these figures for the purpose of establishing an entitlement to redundancy

payments, it is argued that approximately 40% of employees in the industry would not accumulate sufficient service to qualify for the entitlement. This is the justification for pro rata redundancy payment for service of less than 12 months and the terms under which redundancy should apply, given that employment in an industry is generally characterised by short term appointments to projects.

It is argued that the application meets the tests set down in the Special Case Principle in that—

- there is no potential for “flow-on” given that this is the last State award in the building and construction industry to be considered for redundancy entitlements;
- it is in the public interest that redundancy be available to employees in the sectors of industry covered by this award. Furthermore, that it is in the public interest that there be redundancy arrangements within the industry that are sufficiently consistent to militate against industrial dislocation arising from inequitable treatment of groups of employees; and
- the variation to accommodate the second Arbitrated Safety Net Adjustment attests to the continuing implementation of structural efficiency.

The application of this award to the building and construction industry in this State is significant. Apart from those employees who enjoy the entitlement to redundancy under the National Building and Construction Industry Award, contributions are made for a significant number of employees under the Western Australian Construction Industry Redundancy Fund (“WACIRF”). However, that scheme covers mainly commercial building and construction. So, according to the Unions, there are still a significant number of employees in the industry who do not have a redundancy benefit.

With particular reference to the Schedule to give effect to the claim for redundancy, the Unions make the following points—

- The definition of redundancy being sought is in line with provisions in building and construction industry awards.
- “(c) ‘Continuous service’ for the purpose of redundancy means ... ‘all service of the employee with his or her employer and shall include an employee’s absence from work for any of the following reasons:
 - (i) Paid sick leave;
 - (ii) Paid annual leave;
 - (iii) Long service leave;
 - (iv) Bereavement leave;
 - (v) Public holidays;
 - (vi) Jury service;
 - (vii) Where call up for military service for up to 3 months in any qualifying period;
 - (viii) Injury received during the course of employment for up to 26 weeks of which he/she received workers’ compensation; and
 - (ix) Any reason satisfactory to the employer. In the event of dispute, the matter may be referred to the Western Australian Industrial Relations Commission.

Provided that service by the employee with a business which has been transmitted from one employer to another and the employee’s service has been continuous in accordance with subclause (3) of Clause 2 of the long service leave provisions published in Volume 73 of the WAIG at pages 1-4 shall also constitute service for the purpose of this clause.’

- (d) ‘Weeks pay means the ordinary time rate of pay at the time of termination for the employee concerned’.

(Schedule D as amended (received 19/3/96))

This clause is said to reflect the decision of the Commission in Court Session in the other State building and construction awards redundancy case (75 WAIG 2699).

- The nature of employment in the industry means an increasing tendency for building and construction workers to spend “shorter and shorter times on various building sites”. It is not a matter of an employee getting a job and being dismissed when he/she is no longer required. It is accepted that employees are there for the project and “you finish up when the job finishes”. There is mutual agreement that this is how the relationship operates. It is not like the manufacturing industry where there is the expectation of longer term employment and termination is usually more formal and associated with dismissal for misconduct or refusal of duty. Of course the employee might find better employment elsewhere.

The Unions emphasise that the nature of employment in the building and construction industry explains why resignation is accepted as a basis for accessing redundancy payments although it is considered unusual for employees to resign in this industry given employment is on projects. It is significant from the Unions’ viewpoint that many projects are for less than 12 months’ duration.

- The provisions for redundancy in Federal building and construction awards reflect employers’ recognition of the short duration of projects and the mobility of labour in the industry. The terms of the National Building and Construction Industry Award is said to represent the outcome of a “deal” (see: *Print J4870*).
- It is important to look at the definition of redundancy now being claimed in the context of Federal proceedings. The outcome which finds expression in the relevant clause in the National Building and Construction Industry Award is particular to this industry; it reflects an acceptance by employers and employees that “at the end of the job you go”. Technological change within the industry has meant the employment on projects is usually for shorter periods than previously.

The claim with respect to apprentices reflects the benefit for this group of employees included in the Federal award. The merit of the claim is based on the simple proposition that apprentices are part of the industry and should not be excluded for the purpose of redundancy benefits. The qualification that the apprentices must not only complete their apprenticeship with the employer, but also remain with the employer for 12 months after that time, will act as a limitation on the availability of the benefit. It is submitted that the proposed arrangement will not cover the vast majority of apprentices in the Western Australian system.

Apprentices under group training schemes will not qualify, given that their service will be with different employers. It is estimated that approximately 40% of apprentices are covered by group training schemes.

The Unions submit that the Australian Commission, in including apprentices for the purpose of redundancy benefits in the National Building and Construction Industry Award, effectively rejected that there should be any discrimination against a sub-group within the building industry.

There would not, in the Unions’ view, be an unacceptable cost associated with the proposal for apprentices. The financial impost should be balanced against the value the employee has given in the 12 months after the completion of the apprenticeship (if he or she resigns at the expiration of that period).

Although the argument in favour of the claim with respect to apprentices is based on the principle that there should not be “inequity on building sites”, it is conceded that under the WACIRF Scheme, service as an apprentice is not included for the purpose of qualifying for an entitlement.

In conclusion, the Unions submit that there is substantial agreement between the parties of the provisions of the award to be inserted. The areas of disagreement relate to issues of

resignation and service as an apprentice for the purposes of the benefit. It is considered important that there is a provision as close as possible to that of the National Building and Construction Industry Award. The merit of the Unions' position on these two issues is also said to be tied up in the industrial reality of what actually takes place.

For the Respondents party to these proceedings and employers granted leave to intervene, the general thrust of the claim is accepted insofar as it reflects the particular circumstances of the industry. However, they do oppose in "the strongest terms possible" the inclusion of an entitlement to redundancy payments which can be triggered by the employee's resignation.

The submission presented by these parties to proceedings was developed from the following tenets:

- "Redundancy" and "resignation" are mutually exclusive. The terms apply to all industries. They are not synonymous. "Redundancy" is a state of being surplus to requirements. Apart from the building and construction industry, the same meaning has been accepted and applied by industrial tribunals. Where it has been taken to mean something else (as in the National Building and Construction Industry Award), there is minimal arbitral precedent. What has developed was basically by way of consent, inside and outside the Australian Commission. In the absence of compelling circumstances, consent agreements bear little weight when matters are arbitrated.
- The decision of the Commission in Court Session in granting redundancy (which includes access through resignation) in minor State building and construction industry awards (75 WAIG 2699) can be distinguished from the current proceedings. The Commission, as presently constituted, is not bound by that decision.
- The Unions' claim for resignation to trigger redundancy is inconsistent with the wage fixing principles. It is not so much a special case as a claim to maintain the nexus with the National Building and Construction Industry Award. There has been no evidence to show a need for different treatment for these employees in respect of resignation. The evidence presented addresses Federal award provisions, the matters before the Commission in Court Session previously (75 WAIG 2766) and the issues associated with lack of uniformity on building sites.
- The Building Trades (Construction) Award is the main industry award in this State and ought to be accorded that status and not simply be the subject of flow-on by way of nexus with a Federal award. There are differences between redundancy provisions applying on building sites and these differences will continue. For instance, the arrangements for WACIRF are different from the redundancy provisions under the National Building and Construction Industry Award.

In considering the meaning of "redundancy" and whether arrangements for benefits should be accessed by resignation, the Commission should place minimal reliance on developments in the Federal arena. In the Respondents' opinion, the outcome there has been misguided. The decision of the Full Bench of the Australian Commission in March 1989 (*Print H7465*), which recognised the need for a redundancy scheme designed to meet the needs of this industry, was ambiguous. Problems subsequently arose from the interpretation placed on the words "special provision for the accrual of redundancy benefits for employees working in this industry". The Full Bench of the Australian Commission established that—

- "An employee will be entitled to accrue redundancy benefits up until he or she leaves the industry.
- An employer will be required to provide a statement of service of an employee on each occasion that employee's service is terminated.
- When an employee decides that he or she no longer wishes to work in the industry, he or she shall produce to his or her current employer a statutory declaration to that effect.

- The employee will then be entitled to redundancy benefits commensurate with his/her years of service in the industry.
- For the purpose of termination, credit will be given for service which an employee has given to his/her current employer."

(*Print H7465 p 5*)

The focus of the redundancy debate shifted to the operation of funds and literal interpretation of the Full Bench's decision in March 1989 (see: *Grimshaw C Print H9967 October 1989*). (Also refer to *Print J0230* and *J1420* for these developments).

The problems arising from the operation of redundancy provisions under the Federal award were identified by Palmer C in October 1990 (*Print J4870*). There he noted—

"The definition of redundancy needs alteration. In its current form it lends itself to ambiguous applications well beyond redundancy—even being said to extend entitlements in circumstances of (termination for) serious misbehaviour where no case for redundancy exists." (*Print J4870 p 5*)

(Also refer to *Print J2749 p 3* for the identification of problems arising under the interpretation being placed on "redundancy" in the Federal arena in 1990.)

Attempts by the Australian Commission to "put the whole thing back on the rails", in the Respondents' view, came to nothing (refer to *Prints J2750, J2751 and J3518*).

The subsequent agreement reached within the building and construction industry was noted by Palmer C in October 1990 (*Print J4870 at p 11*). There he states—

"The agreement is in conformity with the original Full Bench decision except as to the question of 'service with the industry' as opposed to service 'with the employer' as is now proposed. In this respect it is disappointing that the industry immediately following the Full Bench decision was unable and I suspect unwilling to co-operate to introduce the arrangements envisaged by the Bench. However, it is my view that this arrangement is closer to the framework established by the Full Bench than the existing award arrangements and the adoption of the agreement is therefore in many respects the 'lesser of two evils' particularly having regard to the broad support which it enjoys."

The arrangements for redundancy under the settlement finalised outside the Commission are summarised in that decision in the statement from counsel appearing on behalf of the building industry unions.

"Those changes have done a number of things—firstly, it is clear from even a cursory glance at the document handed up by my learned friend Mr Kaufman, which is the consent document, that it reduces the scale of benefits applicable to redundancy in the industry and that is the first and most obvious change that occurs in the award arising from this consent arrangement—it reduces the scale from four and six weeks in the first and second year respectively to the scale that has been set out in the document. Similarly—would the Commission bear with me on minute—similarly it reduces and restricts the circumstances in which redundancy pay will be payable so that an employer who would now be liable for redundancy pay in some circumstances will not be, so that it does not in any way extend the circumstances in which redundancy pay would be payable, and it restricts it, firstly, by ensuring that one of the problems adumbrated by the Commission as presently constituted, namely, that employees could in fact pick up redundancy pay in circumstances where there had been dismissal on account of misconduct or refusal of duty, and my learned friend has made clear that that really refers to an unreasonable request, but in those circumstances currently the employee would pick up redundancy pay. Under these proposed consent arrangements that situation is done away with and, further, that an employee in the first 12 months of service rather than accruing entitlements, as is the case under the current situation, is paid them but only in circumstances where that employee is dismissed by the employer or dies, but if dismissed by the employer rather than the current situation in which all of the service under 12 months

accrues and whether or not there is dismissal the employee would be entitled to benefits on leaving the industry.”

(*Print J4870 at p9*)

The Respondents explain that the subsequent attempt by employers in Western Australia to vary the redundancy provisions was dismissed (*Print K1655*). The circumstances which gave rise to that attempt related to the operation of the private redundancy fund in this State. In dismissing the application Palmer C stated that—

“There is insufficient evidence for me to find in favour of the Confederation even though I have some sympathy for their position.”

(*Print K1655 at p 15*)

That decision was appealed and the attempt to change the terms of redundancy arising from the industry agreement failed (*Print K2799*). However, the Respondents emphasise that no consideration given to the issue of redundancy including resignation.

From the “tortuous federal history” the Respondents urge this Commission to conclude that there is no arbitral support for inclusion of resignations as a basis for accessing redundancy benefits. The Federal arrangement is an aberration. The arrangement whereby resignations are included in redundancy results from an agreed “package” which finalised a range of issues between parties in the industry. This is the case, despite attempts by the Australian Commission to confront the problem of the broadening the scope of redundancy beyond the intent of the Full Bench decision in March 1989 (*Print H7465*) when things initially “went off the rails” (*Print H9967*). The position set down by the Full Bench should be understood to mean that “termination” for the purpose of redundancy means “termination by the employer” (and not termination of employment for any reason including resignation). This should have been the premise, according to the Respondents, that should have guided parties in the federal arena and now those covered in this jurisdiction.

In the absence of an arbitral authority which justifies the inclusion of resignations for the purpose of redundancy in the National Building and Construction Industry Award, the Respondents submit that the Applicant Unions are left to rely on the decision of this Commission in the minor State building and construction industry awards (*75 WAIG 2699*) and the alleged consequences of a lack of workplace uniformity arising from different redundancy provisions. This latter argument is, in the Respondents’ view, unsustainable when the range of redundancy arrangements on site is considered. The different contribution levels under WACIRF, the arrangements for metal trades employees and the application of only the Federal arrangement at this stage to the cottage industry attest to the diversity of provisions under which the industry currently functions.

With respect to the Commission in Court Session decision in the minor State building and construction industry awards, it is submitted that the outcome of those proceedings is distinguishable from the present case in that the issue of resignation as a trigger for redundancy was not pursued in the manner that is now being argued. For example, relevance of the Full Bench decision in March 1989 (*Print H7465*) to resignation and redundancy was not an issue put to the Commission at that time. It is submitted that it is now open to the Commission to reach a different conclusion.

In summary, the Respondents argue that there is nothing before the Commission to demonstrate that there are circumstances in the building industry that warrant special consideration for resignations. There is no rationale for considering resignation as a trigger for redundancy.

The thrust of the wage fixing system is enterprise bargaining, and that is the appropriate avenue for applications of this nature to be pursued.

The claim for the scope of redundancy to include resignation has no merit beyond its mere existence in Federal awards. The disparity which exists between the Building Trades (Construction) Award and the National Building and Construction Industry Award is insufficient to excite consideration as a special case.

The Minister’s position is one of support for the implementation of redundancy provisions in the Building

Trades (Construction) Award. However, this support is qualified to the extent that redundancy benefits should not be accessed in circumstances of resignation, nor should it apply to service as an apprentice as claimed by the Unions. In this regard the submissions of the Respondents are endorsed.

It is acknowledged that with respect to the special case tests issues of “flow-on” and the continuing application of structural efficiency have been met. On the issue of public interest, it is inferred from what the Minister submits that the notion of redundancy subsuming a termination of employment initiated by the employee’s resignation is an anathema to a commonsense understanding of the concept. On this basis, this aspect of the claim offends the public interest. An extension of the concept of redundancy in the terms being sought has ramifications beyond the building and construction industry. The extension of redundancy being promoted by the Unions takes the claim outside the Wage Fixing Principles.

In its application, the provision which enables an employee with 12 months or more service, who resigns to access a redundancy benefit, but limits someone with less than that period of service, is inconsistent. As it stands, the claim in the Minister’s view acts as an incentive for employees to resign.

It is submitted that it is more appropriate for redundancy arrangements to be negotiated under industrial agreements.

The argument that industrial relations (and the public interest) is served by uniformity on building and construction sites is rejected. The approach that standard conditions can be imposed on a building site or construction project is contrary to what the Minister sees as the objectives of the “Code of Practice—W.A. Building and Construction Industry”.

On the claim that service as an apprentice should attract consideration for the purpose of redundancy, the Minister adopts the argument presented by the Master Builders Association.

The Master Builders Association “concedes nexus” between the National Building and Construction Industry Award and the Building Trades (Construction) Award. However, the exact number of parties covered by the State Award, while significant, cannot be determined accurately. It is noted by the Master Builders Association that its members operating in the “housing, regional and small commercial industrial sectors, that is small business, will be affected by this application”. The Master Builders Association also notes that the Award has daily hire provisions whereby either side can terminate the contract of employment by a day’s notice.

In considering the two aspects of the Unions’ redundancy benefits proposal, the subject of issue in these proceedings the Master Builders Association submits that—

- There are peculiarities in the building industry which warrant some deviations from the Federal TCR standard, but these do not go to including the issues now being claimed by the Unions.
- Building workers are “already well paid and (are) appropriately remunerated for the transient nature of their employment”.
- Granting of the claim will not guarantee uniformity between the National Building and Construction Industry Award and the Building Trades (Construction) Award.
- The claim being sought is not identical with any other award that currently exists. The claim differs from provisions in the National Building and Construction Industry Award with respect to the definition of continuous service, the terms for discussions to proceed on redundancy, and the operative date.
- Regardless of what is in the award, there are a variety of conditions that exist on building sites with respect to redundancy payments. Even if the awards had uniform provisions, the conditions that apply on building sites can be quite different.

The award provision could apply, the employer could be making a contribution to the WACIRF. The contribution rate could be \$25.00 per week or \$40.00 per week. The employer could have set up his/her own redundancy trust fund (under the National Building and Construction Industry Award) or arrangements could be covered by an industrial

agreement, a workplace agreement, a certified agreement, or an enterprise flexibility agreement.

As with other submissions opposing the terms under which the Unions seek to apply redundancy benefits in the Building Trades (Construction) Award, the Master Builders Association emphasises the historical background to developments in the Federal arena. It emphasises that the 1990 outcome in the National Building and Construction Industry Award was an agreement. That is not the case with respect to this application. The fact of provisions in line with what is now being sought operating in minor building and construction industry awards under the decision of the Commission in Court Session (75 WAIG 2699) is irrelevant because there is no nexus between those awards and the Building Trades (Construction) Award. Where the nexus does apply, i.e. between the National Building and Construction Industry Award and the Building Trades (Construction) Award, the industry still operates without uniformity in award provisions. Some examples are the differences between classifications and definitions, award restructuring (Appendix A in the National Building and Construction Industry Award), trade union training, partial day stand downs, parental leave and site allowances (in the State Award). These inconsistencies do not cause problems in the Master Builders Association's view.

While the redundancy provision in the National Building and Construction Industry Award reflects an agreement, the inclusion of resignation as a trigger for redundancy is inconsistent with the notion of what payment is for when the common meaning of redundancy is understood. In the Master Builders opinion, nexus cannot be used to extend the meaning of redundancy in the building and construction industry in the absence of an agreement. The fact that resignation is within the employee's control distinguishes it from the concept of redundancy, which is employer initiated. Furthermore, it is argued that the reference to a qualifying period of 12 months for the purpose of attracting a redundancy payment, which is triggered by resignation, adds nothing to the logic of the claim.

There is no evidence, in the Master Builders Association's view to show that an employee covered by the Building Trades (Construction) Award has been dealt with inequitably or has not received a redundancy payment since the Federal award provision was inserted. Going further, it is argued that there is no consistency between the criteria under which the WACIRF scheme operates and the terms proposed for the redundancy benefit under the Unions' application.

In support of its counterproposal and to allay any concerns about situations of constructive dismissal, the Master Builders Association points to the unfair dismissal relief that is available to construction workers.

In Exhibit M4 the Master Builders Association details what is seen as "payments made or accruing to Building Workers to 'cushion' the effect of redundancy". The payments covering a 48 week period total \$3,428.64 per annum (for the carpenter) and \$3,202.56 per annum (for the Group 2 builders' labourer). Payments and allowances include "follow the job", pro rata annual leave and pro rata leave loading and the construction industry superannuation scheme. When redundancy payments claimed by the Unions are added to these amounts, the above "cushions" are \$4,511.52 per annum and \$4,202.40 per annum respectively (see *Exhibit M4*). An employee whose service is terminated or who resigns also attracts payment of accrued RDO entitlements. However, it is acknowledged that where employment ceases, pro rata redundancy is effectively paid to those employees covered by agreements or whose employers contribute to WACIRF.

In the Master Builders Association's view, the claim with respect to apprentices' service should be dismissed because of the different employment relationship which pertains during the period of trade training. Under the indentured system, the relationship imposes responsibilities under parties, including the apprentices' guardians or parents. It is not simply a relationship which attaches to the performance of work; there is "on and off the job" training. To include apprenticeship training for the purpose of a redundancy benefit would, in the Master Builders Association's view, be "discriminatory against the employment of apprentices with the same employer beyond the completion of their term of training". In support of this general assertion, Mr J.R.C. Govan, the manager of a glazing

business, explained the way apprentices are deployed "on and off site" in the commercial industrial sector and housing sector of the industry. The upshot of a successful outcome for the Unions' application would be for the company not to employ apprentices upon completing their apprenticeship.

The Master Builders Association agrees that this application must be considered as a special case. This imports the requirement of effecting real gains in productivity where a wage outcome is arbitrated (75 WAIG 40 at 44). While the redundancy benefit claimed is not a direct wage adjustment, it accrues as a weekly entitlement. On this view, the Master Builders Association submits that the claim should meet the productivity and wage outcome requirements of the Principle. The onus in all aspects of the tests rests with the Applicant Unions.

Those engaged in the building and construction industry belong to a class of employees entitled to redundancy benefits. To the extent that it was argued that existing award allowances already accommodate consideration of a payment, or provide a "cushion" to protect employees, this is rejected.

The circumstances of employment in the building and construction industry generally justifies a departure from standard T.C.R. provisions. It is the turnover in labour, contracts of employment limited to a specific project and the duration of such projects that have been the basis upon which the claim has been pursued. It is the emphasis which is placed on the employment relationship where the appointee has no expectation of continuing employment beyond the project or phase of the project for which he or she is employed that underlies the terms upon which the redundancy entitlement should be structured.

The nexus between the National Building Construction Industry Award and the Building Trades (Construction) Award alone is insufficient to justify the application in terms of the claim. That nexus may only be relevant in consideration of the practicalities of giving effect to a benefit. Any inconsistencies which may arise in the application of an entitlement will reflect the merits of what is argued before the Commission at the time and may take into account different ways in which sectors of the industry operate. Indeed for my part the decision in the case which provided for a redundancy benefit in other State Building and Construction Awards (75 WAIG 2699) resulted from the focus that was given to the implications of employment on industrial and commercial projects and the evidence that was presented on the way the industry functions in those sectors.

This application must, like the previous redundancy matter in the State building and construction industry (75 WAIG 2699), be considered as a Special Case. This approach necessarily attracts consideration of issues of "flow-on", public interest and the continuing implementation of Structural Efficiency.

I am satisfied that the implementation of redundancy benefits in the Building Trades (Construction) Award meets the tests of the Special Case Principle (75 WAIG 40 at 43). I cannot accept that the arbitrated outcome must also meet the additional requirement that efficiency increases which effect real gains in productivity must accompany the implementation of redundancy benefits as the costs translate to a wage increase. This argument has not inhibited the application of redundancy benefits generally nor, in particular, those in the building and construction industry. While the advent of the benefit amounts to an additional cost of employment, it is not an arbitrated wage increase.

On what was argued before the Commission in these proceedings, I am prepared to accept that peculiarities of employment in the building and construction industry which is on the basis of daily hire and comprehends termination when the project is completed (or when the phase of the project for which the employee was engaged is completed) should attract an entitlement to redundancy payment. This entitlement should be paid at any time in circumstances where employment ceases (other than for reasons of misconduct or refusal of duty).

It is unacceptable, in my view, to hold out the prospect of a benefit in the circumstances of employment which is on the basis of daily hire when at best the relationship can continue until the project is completed. The concept of daily hire does not impute the expectation a more permanent relationship. It

reflects the vagaries of the industry and the expedition with which contractual relationships may be severed. An entitlement to redundancy benefits on resignation is, in my view, consistent with the balance between the employer's ability to respond to a situation to minimise the economic detriment to him or her and the employee's ability to do the same.

This approach necessarily rejects the logic of any qualifying periods for accessing the benefit. It places a premium on the mobility of labour. However, it also reflects the limits of what has been argued before the Commission, namely the features of employment which is "project-specific".

In some respects the difficulties associated with implementing redundancy provisions in the building and construction industry can be traced to the general principles enunciated by the Full Bench of the Australian Commission (*Print H 7465 at p 5*). When the accumulation of an entitlement with service in an industry is tied in with a contract of employment which is on the basis of daily hire, the scheme is difficult to administer. When the basis of the entitlement shifts to service with an employer, the original principles are displaced. New arrangements for the administration of the entitlement which link daily hire with service with the employer is based on different principles. Termination of employment for whatever reason cannot be qualified without confusing the scheme. Unfortunately this is what has happened in this industry.

Within the limits of the issue as to whether resignation should trigger the redundancy benefit, I would respond in the affirmative. However, this is qualified to the extent that it would, in the absence of any other evidence, be limited in its application to the circumstances of daily hire where employment is project specific. Furthermore, as I see it at present, those projects are limited to the industrial and commercial sectors of the industry. I consider that further submissions are necessary from the parties pursuant to section 26 for the question to be answered beyond the limits of employment in those circumstances.

Finally, there is the question of service as an apprentice being counted for the purpose of an entitlement to redundancy. I believe that on the submissions before the Commission, apprentices are not in a class of employees that attract consideration for a redundancy benefit. The terms of an apprenticeship take them outside the scope of employment which should count towards accumulating an entitlement. While it is unnecessary to give further consideration to the matter, it is my opinion that any redundancy provision that accommodates service as an apprentice would have a detrimental impact on trade training in this State. It would not be in the public interest to make such a provision.

COMMISSIONER PARKS: I have had the opportunity of reading the Reasons for Decision prepared by Commissioner Scott in draft form, I agree with those reasons and have nothing to add. The form of the Order should accommodate the exclusions determined but otherwise reflect the terms for the provisions for redundancy agreed between the parties.

COMMISSIONER SCOTT: This is an application to amend the Building Trades (Construction) Award 1987 ("the award") to insert Clause 51.—Redundancy. The matter is by consent except in two respects:

- (1) Whether resignation after 12 months service with the employer attracts redundancy pay; and
- (2) Whether service as an apprentice will count for redundancy pay purposes if the employee completes an apprenticeship and remains in employment with that employer for a further 12 months.

The matter was referred to the Commission in Court Session as a Special Case pursuant to the Commission's Statement of Principles arising from the December 1994 State Wage Case Decision.

The application mirrors, to a large degree and where appropriate, amendments to a number of awards including the Foremen (Building Trades) Award 1991 (No. A5 of 1987) in No. 1176 of 1993 dealt with by the Commission in Court Session in 1995 (75 WAIG 2699).

The applicants argue that:

- (1) Although they do not rely upon the well established nexus with the National Building and Construction

Industry Award, uniformity of conditions applicable on building and construction sites is important for good industrial relations and this has been recognised by various decisions.

- (2) Terms similar to those sought are contained in many awards of the Australian Industrial Relations Commission and this Commission, as well as in agreements both registered and unregistered. These arrangements have come about by agreement or arbitration. The arrangements reached and modified over the years at national level were recognition of the changes necessary to the TCR Test Case provisions determined by the Australian Conciliation and Arbitration, to meet the peculiarities of the building and construction industry.
- (3) The industry is noted for its short term employment patterns with many employees being employed for less than one year. Resignations are rare, and in many cases are beyond the control of the employee. For this reason, resignation in the terms sought ought to be included in the definition of redundancy.
- (4) A number of employers engaged in the commercial sector of the industry contribute to the WA Construction Industry Redundancy Fund ("WACIRF") on behalf of their employees, who receive payments made on their behalf whether they resign at the end of a job or go to another employer. There is no intention to "double dip", but there would be provision for offsetting payments made by employers into a redundancy fund.
- (5) The costs associated with granting the claim are not onerous.
- (6) There is no potential for flow-on of these provisions as this is the last award in the industry to have redundancy provisions inserted.
- (7) The majority decision of the Commission in Court Session (op cit) recognised that it was in the public interest that redundancy provisions be available to employees in this industry.
- (8) In respect of apprentices, in order to qualify for consideration for redundancy pay, the apprentice must serve twelve months as a tradesperson. There are approximately 1850 apprentices in Western Australia, of whom 750 are employed in group schemes and their employment automatically terminates at the conclusion of the apprenticeship. This group would have no opportunity to have service as an apprentice count for redundancy pay purposes.

Of the remainder, many are not kept on after they complete their apprenticeship. Those who do remain with the employer are obviously valued, and ought to receive the benefit of redundancy provisions which count their service as apprentices. Grimshaw C in *Print H 9967* recognised the service of apprentices who remain in the industry for twelve months after the completion of the apprenticeship.

Apprentices form part of the industry and their service ought to be recognised.

It was noted that WACIRF does not recognise apprenticeship service.

Associated Shopfitters and a number of interveners represented by Mr Dwyer say:

- (1) The terms "redundancy" and "resignation" are mutually exclusive. The views of A/President Fielding in the decision of the Full Bench in No. 847 of 1994 (74 WAIG 2625) in the interpretation of the Electrical Contracting Industry Award are relevant and correct in that regard.
- (2) The federal proceedings leading to the current federal award provisions never finally resolved the issue regarding resignation in the way intended by the Full Bench of the Australian Industrial Relations Commission in *Print H 7465* as the Full Bench decision was not expressed in an order, due to a High Court Stay Order. The true intention of the Full Bench was that industry service, not just service with

a particular employer, would count for the employee's termination benefits but that resignation should not be included for the purpose of bona fide redundancy.

On the basis of the history of federal decisions, appeals and agreements, Mr Dwyer says that there is no arbitral support for inclusion of resignations as a basis for redundancy benefits. Apart from a decision of Grimshaw C. (in Print H 9967), which gave no detailed reasons for the decision, all other arbitrated decisions rejected the concept of resignation being included in redundancy.

The inclusion of resignation as part of redundancy was part of a package of arrangements entered into by agreement. The Commission in Court Session should not apply by arbitration matters applied elsewhere by consent without "compelling circumstances".

- (3) The same issue in this same award was dealt with by Beech C in his decision of 10 December 1990 in No 1686 of 1990 (73 WAIG 1799), that there was not sufficient before him to award a definition of redundancy which would "permit payment to be made on the grounds of redundancy for an employee who chooses of his or her own accord to leave that job for any reason". That decision was overturned on appeal on a matter of procedure not related to merit.
- (4) Resignation in this industry is no different from resignation in other industries, and does not constitute genuine redundancy.
- (5) The award is the main award in the industry in this state and ought to be considered appropriately.
- (6) There is already diversity of conditions for redundancy on building sites and the outcome of this matter will not alter that.
- (7) The decision of the Commission in Court Session (op cit) is distinguishable, and not binding on this Commission in Court Session.

The position of the Master Builders Association is:

- (1) In agreement with the submission made by Mr Dwyer regarding the definition of redundancy.
- (2) The agreement reached at a national level contained no arrangements for its application in any other jurisdiction, and is to be seen in light of the economic climate and centralised industrial relations framework applying at the time.
- (3) While there will be no recognised flow-on to other awards, the outcome will affect future negotiations at enterprise level.
- (4) The Commission in Court Session decision (op cit) contained nothing to suggest that it would have any bearing on the State's major building industry award.
- (5) The inclusion of resignation in redundancy provisions does not encourage loyalty or commitment and does not recognise the inconvenience and costs for the employer in having to recruit and train new employees.
- (6) The twelve month service criteria has no basis in reason or logic.
- (7) There is no evidence or suggestion that the lack of an award provision to date has caused any problems.
- (8) Even for employers contributing to WACIRF there could be a substantial deficit to make up.
- (9) Apprentices are engaged under different terms, for a different purpose and make a substantially lesser contribution than other employees, and accordingly should not have their service as apprentices counted for redundancy purposes even after having completed twelve months as a tradesperson with the employer. Once again, the twelve month period has no basis or logic.
- (10) It will be disadvantageous to employers to retain apprentices at the completion of their terms. This will consequently disadvantage the apprentice. It will create a disincentive to employ apprentices or maintain them in employment.

Further, payment for the time accrued as an apprentice would be at the rate for a tradesperson, and this is inequitable.

- (11) There were inequities associated with the payment when many apprentices spent at least some part of their time off site, but later many work on site as tradespersons.
- (12) While there may be an established and recognised nexus with the National Building and Construction Industry Award, there were other occasions where the award was considered separately.

Evidence was called from Mr Robert Charles Govan, the Glazing Manager for Walsh's Glass, regarding—

- (1) The employment patterns of apprentices and teams of employees within the company and the industry.
- (2) The company's policy of retaining its apprentices upon completion of their time, and possible consequences of this application on that policy.
- (3) The company's contributions to WACIRF for its employees who go on site on commercial projects.

The Hon Minister for Labour Relations says that the agreement of the parties to amend the award to include redundancy provisions is in accordance with the Statement of Principles of the Commission however, he endorses the submissions of the two employer groups in opposing the definition of redundancy and the inclusion of apprentice service.

In reply, in respect of apprentices, Ms Harrison refers to the decision of Grimshaw C in Print H 9967 at page 13 which recognised that future tradespersons in the industry are important for the future of the industry and service as an apprentice would entitle an employee to accumulate credits towards payment of redundancy pay if the employee completed an apprenticeship and remained in the industry for a further twelve months. Apprentices are part of the building and construction industry and work side by side with tradespeople. There is nothing special about them apart from the fact that some of the time they spend on site is undertaking training.

There was dispute between the parties as to the interpretation to be given to the costs associated with termination payments which arise from the Australian Bureau of Statistics information and regarding the numbers of employers and employees covered by various awards, and in the industry.

Conclusions

In terms of the issue of a Special Case it is clear that what is sought is an amendment to the award safety net. In respect of those matters which are agreed, it is appropriate that the Commission in Court Session amend the terms of the award through a Special Case, to provide for redundancy provisions, provisions which it has been recognised on many occasions ought be provided within awards as a matter of public interest. The question to be answered is what those redundancy provisions should contain. In this case, the issues between the parties are limited to the two aspects noted at the beginning of these reasons, and are quite simple to state.

This award is the last of the awards in the building and construction industry in Western Australia to be amended to contain redundancy provisions. This situation has arisen due to a series of circumstances including that the unions sought to amend this award sometime ago however, due to what has been described as a technical matter, the decision of Beech C in No. 1686 of 1990, which was to amend the award for redundancy provisions was quashed by a decision of the Full Bench. Subsequently other awards which can be described as minor in terms of the overall coverage of the building and construction industry in this State were amended to provide for redundancy payments provisions, as a result of a decision of the Commission in Court Session (op cit).

This Commission in Court Session is obliged to deal with these matters as it sees appropriate and whilst it can take some guidance from both the history of redundancy payments provisions generally and within the industry, and from particular comments made within certain decisions which form part of that history, the Commission in Court Session is obliged to deal with the merits of these particular questions. It is not appropriate to simply flow on conditions without examining what is sought, particularly in light of the objection raised by

the respondents and interveners. On this basis it is necessary to examine the merits of the case. Those merits include the nature of the industry and its employment patterns, the conditions applying elsewhere, the reason for those conditions, and the inherent merits of the claims.

The way the participants in an industry conduct themselves and the agreements reached over a period of time, arrangements recognised by this Commission and the Australian Commission are of significance and should not be ignored. The Commission must weigh those matters along with the other aspects of this case.

The history of provisions for redundancy payments in awards in this industry has been fraught with unfinished business by way of decisions not reduced to orders due to action taken elsewhere, to stay orders, decisions overturned on appeal, agreements to rectify unintended consequences, and an unsuccessful challenge to an agreement. It is not a case of an unambiguous arbitration with clear, unchallenged, well laid out reasons, and each party is attempting to interpret the words, phrases, actions and sequences in a manner which supports their respective contentions. It is not possible to now turn the clock back and seek clarification. It is, however, required that this Commission apply a fair, equitable and reasonable approach taking account of those and other factors.

The Full Bench of the Australian Industrial Relations Commission (Print H 7465) found that it was appropriate to "adopt a redundancy payment scheme designed to meet the needs of this industry;" and "we will only provide one general standard of benefits namely that determined by the Full Bench in the TCR Case. This, of course, will have appropriate modifications made to suit the employment terms and conditions applying in this industry". The modifications it applied related to the extended periods of unemployment, and the many employers which employees in the industry faced. On this basis, it developed a system which recognised service to the industry, and payment upon leaving the industry. This concept no longer applies.

There are many decisions providing definition of redundancy from the original TCR Test Case of the Australian Commission, to decisions of this Commission such as the decision of the Full Bench (op cit) which included the comments of A/President Fielding, and of Beech C. in 1686 of 1990 (op cit), as well as definitions contained in a variety of sources. These clearly indicate that redundancy was never intended, and has not generally been understood, to include resignation. While many employees in this industry are employed on short term projects, as noted by the Full Bench (Print H 7465) although there are some unique employment patterns in the industry, "it does not have universal application and there are many areas which have a stable long-term workforce". Walsh's Glass is an example.

Further, there is a need to provide for bona fide redundancy, not resignation. If the benefit is to be for the purposes of a deferred payment or a general termination benefit then it ought to be clearly stated as such, and argued on its merits. To use the term "redundancy", to rely on the TCR Case and on the need for a provision in the circumstances of genuine redundancy as the basis for a termination payment by another name does not provide the necessary justification, and devalues genuine redundancy.

It is acknowledged, and has been acknowledged many times, that some employees within this industry have particular employment patterns which may be said to differ from the employment patterns applicable in other industries. This does not justify a redundancy payment being made to an employee, who of his or her own volition, decides to terminate his or her employment. This is not the basis of genuine redundancy. Whilst some employees may not resign by choice, and Ms Harrison cited a number of circumstances where employees resign through matters of family obligations and other such circumstances, this does not constitute redundancy for the purposes of attracting redundancy payment, and applies in industries across the board, and is not peculiar to this industry.

In respect of the question of consistency within the industry and on particular sites, the range of circumstances and arrangements for redundancy payments within the industry applicable at various sites quite clearly does not constitute a consistent approach. I refer here to the arrangements which

apply as a result of membership of the WACIRF scheme, of the variety of different arrangements which apply where employees are employed solely on building and construction sites as opposed to other companies whose employees go on to sites for varying periods of time, who for a large part of their work are not on such sites but are still covered by the terms of the award when they are on sites.

While many employees in this industry enjoy the benefit of redundancy pay upon resignation, that does not make it appropriate to compound the situation by arbitration.

On this basis, I am not satisfied that it is appropriate to include resignation in the definition of redundancy.

In respect of the issue of apprentices, an apprenticeship does constitute a special type of employment relationship. It is clear from the evidence of Mr Govan and from the terms of the Apprenticeship Act and its regulations that this relationship of apprentice and employer involves a whole different perspective and circumstances than does a normal employment relationship.

Also, there are different arrangements applicable to apprentices depending on whether they are employed by the one employer or employed by a group apprenticeship scheme. It would be disadvantageous to those employers employing apprentices directly for them to be required to take account of a period in which the employment relationship is predicated upon the training arrangements, in deciding both for their own benefit and for the benefit of the apprentice to continue to employ the person once he or she had completed the apprenticeship if there was to be a financial penalty in the form of a redundancy payment taking account of the apprenticeship service. Further, this would not apply to group apprenticeship scheme apprentices.

Further, to equate years of service as an apprentice with a years service as a tradesperson for the purpose of counting that service for redundancy pay is not equitable. The value to the employer and to the industry of an apprentice depends to a large degree on the stages of the apprenticeship. It is true that an apprentice in his or her first year is certainly less skilled and less capable than a final year apprentice and certainly of less value than a qualified tradesperson. If there were to be recognition of the apprenticeship term then this would need to be weighted according to the year of the apprenticeship.

In respect of the reference made by Ms Harrison to the decision of Grimshaw C (op cit) that the service as an apprentice ought to count, I note that this was during the period of time when service to the industry was considered. In this decision, Grimshaw C noted that this was to be "if the employee completes an apprenticeship and remains in the industry for a further twelve months". (my underlining) This concept is not in consideration here.

In conclusion, it has not been demonstrated that there is good reason, on the merits of this case for either of these provisions to be included within the terms of the redundancy provisions to be applied to this award. Otherwise, I would amend the award in the terms agreed between the parties.

CHIEF COMMISSIONER: By majority Decision the Commission in Court Session rejects the application for the definition "redundancy" to include resignation from employment. And by unanimous decision rejects the application for service as an apprentice to accrue a benefit to redundancy payment.

The Commission in Court Session requires the parties to submit a schedule to reflect this Decision and the provisions for an entitlement to redundancy which was otherwise agreed.

Appearances: Ms J. Harrison on behalf of the Applicant Union.

Mr K. Dwyer on behalf of the Respondents.

Mr K. Richardson on behalf of the Minister for Labour Relations.

Mr M. McLean on behalf of the Master Builders Association.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and
Plasterers Union of Workers

and

Adsigns Pty Ltd and Others

No. 1154 of 1995.

Building Trades (Construction) Award 1987.

No. R 14 of 1978.

COMMISSION IN COURT SESSION
CHIEF COMMISSIONER W.S. COLEMAN
COMMISSIONER C.B. PARKS
COMMISSIONER P.E. SCOTT.

31 May 1996.

Order.

HAVING heard Ms J. Harrison on behalf of the Applicant, Mr K. Dwyer on behalf of the Respondents, Mr K. Richardson on behalf of the Minister for Labour Relations and Mr M. McLean on behalf of the Master Builders Association, the Commission in Court Session, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Building Trades (Construction) Award 1987 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the date hereof.

By the Commission in Court Session.

(Sgd.) W. S. COLEMAN,

[L.S.]

Chief Commissioner.

Schedule.

1. Clause 2.—Arrangement: After Clause 50.—Superannuation insert the following new clause—

51. Redundancy

2. Clause 50.—Superannuation: After this clause insert a new clause as follows—

51.—REDUNDANCY

(1) Definitions

- (a) "Redundancy" means a situation where an employee is terminated by his or her employer other than for reasons of misconduct or refusal of duty.
- (b) "Redundant" has a corresponding meaning.
- (c) "Continuous Service" for the purpose of this clause means all service of the employee (but not including service as an apprentice) with his or her employer and shall include an employee's absence from work for any of the following reasons—
- (i) Paid sick leave;
 - (ii) Paid annual leave;
 - (iii) Long service leave;
 - (iv) Bereavement leave;
 - (v) Public holidays;
 - (vi) Jury service;
 - (vii) Where called up for military service for up to three months in any qualifying period;
 - (viii) Injury received during the course of employment for up to 26 weeks for which he or she received workers' compensation; and
 - (ix) Any reason satisfactory to the employer. In the event of dispute, the matter may be referred to the Western Australian Industrial Relations Commission.

Provided that service by the employee with a business which has been transmitted from one employer to another and the employee's service has been continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave Provisions published

in Volume 73 of the Western Australian Industrial Gazette at pages 1-4 shall also constitute continuous service for the purpose of this clause.

- (d) "Week's Pay" means the ordinary time rate of pay at the time of termination for the employee concerned.

(2) Discussions to Precede Redundancy

Where an employer has decided to make an employee redundant, the employee shall be entitled to be informed, by the employer, as soon as reasonably practicable after the decision has been made to effect the redundancy. The employee shall be entitled to discuss with the employer the likely effects of the redundancy in respect of him or her.

(3) Redundancy Pay

A redundant employee shall receive redundancy/severance payments, calculated as follows, in respect of all continuous service (as defined in this clause) with his or her employer provided that any service prior to 18 October 1995 shall not be counted as service for the purpose of this clause.

PERIOD OF CONTINUOUS SERVICE (WITH AN EMPLOYER)	REDUNDANCY/ SEVERANCE PAY
Less than 12 months	1.75 hours' pay per completed week of service.
1 year or more but less than 2 years	2.4 weeks' pay plus, for all service in excess of 1 year, 1.75 hours' pay per completed week of service up to a maximum of 4.8 weeks' pay.
2 years or more but less than 3 years	4.8 weeks' pay plus, for all service in excess of 2 years, 1.6 hours' pay per completed week of service up to a maximum of 7 weeks' pay.
3 years or more but less than 4 years	7 weeks' pay plus, for all service in excess of 3 years, 0.73 hour's pay per completed week of service up to a maximum of 8 weeks' pay.
4 years or more	8 weeks' pay.

(4) Casuals

Any period of service as a casual (as defined in this Award) shall not entitle an employee to accrue service in accordance with this clause for that period.

(5) Fund

An employer bound by this Award may utilise a fund to meet all or some of the liabilities created by this clause. Where an employer utilises such a fund—

- (a) payments made by a fund designed to meet an employer's liabilities under this clause, to employees eligible for redundancy/severance pay, shall be set off against the liability of the employer under this clause, and the employee shall receive the fund payment or the Award benefit, whichever is the greater, but not both; or
- (b) where a fund, which has been established pursuant to an agreement between Unions and employers, does not make payments in accordance with this clause, contributions made by an employer on behalf of an employee to the fund shall, to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the employee shall be made in accordance with the rules of the fund or any agreement relating thereto and the employee shall be entitled to the fund benefit or the award benefit, whichever is the greater, but not both.

(6) Employee Leaving During Notice

An employee whose employment is to be terminated in accordance with paragraph (a) of subclause (1) hereof may terminate his or her employment during the period of notice and, if this occurs, shall be entitled to the provisions of this clause as if the employee remains with the employer until

expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.

(7) Leave for Job Interviews

- (a) An employee who has been informed that he or she has been, or will be, made redundant is entitled to paid leave of up to eight hours for the purpose of being interviewed for further employment.
- (b) The eight hours need not be consecutive.
- (c) An employee who claims to be entitled to paid leave under paragraph (a) above is to provide the employer evidence that would satisfy a reasonable person of the entitlement.

(8) Disputes Settling Procedure

Any dispute in relation to this clause may be referred to Western Australian Industrial Relations Commission.

PRESIDENT— Matters dealt with—

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Re: A referral pursuant to s.72A(6) and Re: The rules of the Hospital Salaried Officers Association of Western Australia (Union of Workers) and the Civil Service Association of Western Australia (Incorporated).

Nos 749 and 750 of 1996.

BEFORE HIS HONOUR THE PRESIDENT
P J SHARKEY.

26 June 1996.

Order.

These matters having been referred to the President by order of the Full Bench dated the 2nd day of May 1996 pursuant to s.72A(6) of the Industrial Relations Act 1979 (as amended), and having come on for hearing before me on the 26th day of June 1996, and I having heard Mr R Castiglione (of Counsel), by leave, on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers) ("the HSOA") and Mr P Harris (of Counsel), by leave, on behalf of the Civil Service Association of Western Australia (Incorporated) ("the CSA"), and the parties herein having consented to the orders herein, and I being of opinion that alterations to the rules of both the HSOA and the CSA are necessary to reflect the order made by the Full Bench on the 2nd day of May 1996 in applications No 168-210, 214-267 and 278-329 of 1995 and No 496 of 1995, it is this day, the 26th day of June 1996, ordered as follows—

- (1) THAT the rules of the HSOA be and are hereby altered as follows—
 - (a) The following rule 3(1)(a) is inserted in lieu of the existing rule 3(1)(a)—
 - “(a) Any private hospital.”
 - (b) The following rule 3(1)(aa) is inserted in the rules—
 - “(aa) Any public hospital and including all salaried employees (being professional, administrative, clerical, technical and supervisory employees) (including those listed in Schedule A to these Rules) employed by the boards of any public hospital 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 such board or boards are required or have a duty to provide such services.

Provided that those persons who are employed in any hospital or institution established under the Mental Health Act, 1962 shall not be eligible for membership of the Union.”

- (c) The following proviso is inserted in rule 3(1)(c) as the fourth proviso—

“Provided further also that all salaried employees (being professional, administrative, clerical, technical and supervisory employees) employed by the Board of the Western Australian Centre for Pathology and Medical Research and/or any other Western Australian State Government controlled person, enterprise or corporation who is presently or henceforth the employer of employees in the said Western Australian Centre for Pathology and Medical Research shall not be eligible for membership of the Union.”

- (2) THAT the rules of the CSA be and are hereby altered as follows—

- (a) The following rule 6(a)(10) is inserted in the rules—

“(10) a salaried employee (being a professional, administrative, clerical, technical and supervisory employee) employed by the Board of the Western Australian Centre for Pathology and Medical Research and/or any other Western Australian State Government controlled person, enterprise or corporation who is presently or henceforth the employer of employees in the said Western Australian Centre for Pathology and Medical Research.”

- (b) The following rule 6(bb) is inserted in the rules—

“(bb) Provided further that all salaried employees (being professional, administrative, clerical, technical and supervisory employees) (including those listed in Schedule A to the Rules of the Hospital Salaried Officers' Association of Western Australia (Union of Workers)) employed by the Boards of any public hospital 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 such board or boards are required or have a duty to provide such services shall not be eligible for membership of the Civil Service Association of Western Australia (Inc).”

(Sgd.) P. J. SHARKEY,

President.

[L.S]

SCHEDULE “A”

TO RULE 3(1)(AA) OF THE RULES OF THE HSOA

Architect
Audiologist
Bio-Chemist
Bio-Engineer
Chemist
Clinical Psychologist
Dental Officer
Dentist
Dietitian
Engineer
Librarian
Medical Imaging Technologist
Medical Scientist

Nuclear Medicine Technologist	Patients' Fees Officer
Occupational Therapist	Paymaster
Pharmacist	Personnel Officer
Psychologist	Pharmacy Store Officer
Physicist	Planning Officer
Physiotherapist	Policy Officer/Analyst
Podiatrist	Principal Industrial Officer
Radiation Therapist	Project Officer
Research Officer	Property Officer
Scientific Officer	Public Relations Officer
Social Worker	Purchasing & Stores Officer
Speech Pathologist	Purchasing Officer
Ultrasonographer	Purchasing Supply Officer
Accountant	Quality Assurance Officer
Accounting Officer	Quality Improvement Officer
Accounting Services Officer	Rehabilitation Officer
Administrative Assistant (Administrative/Manager)	Relieving Officer
Administrative Officer	Risk Management Officer
Administrator	Salaries Officer
Admissions Officer	Security Officer
Asset Management Officer	Senior Aboriginal Health Officer
Auditor	Services Officer
Bereavement Officer	Staff Clerk
Budgeting Officer	Stores Officer
Casemix Officer	Superintendent
Cashier	Supply Manager
Catering Manager	Supply Officer
Catering Officer	Systems Administrator
Claims Management Officer	Training Officer
Cleaning Services Officer	Transplant Co-ordinator
Cleaning Services Supervisor	Transport Liaison Officer
Clinic Liaison Officer	Wardern
Co-ordinator Allied Health	Warehouse Controller
co-ordinator allied Health Early Discharge	Workers Compensation Officer
Co-ordinator Patient Information Systems	Accounts Clerk
Co-ordinator Transport	Administrative Assistant
Co-ordinator Human Resources	Assistant Cashier
Co-ordinator-Support Services	Assistant Medical Records Officer
Community Health Officer	Assistant Patients' Fees Officer
Computer Assistant	Clerk
Computer Services Officer	Community Health Clerk
Computer Systems Officer	Data Processing Officer
Consultant (Not medical)	Engineering Clerk
Curator of Art	Enquiries Clerk
Data Manager	Filing Clerk
Director (Finance & Information Technology)	Junior Administrative Assistant
Director—Other than Director of Nursing or Medicine	Key Punch Operator
Director of Administration Services	Mailroom Clerk
Director of Information Services	Medical Records Clerk
Engineer	Medical Secretary
Establishments Officer	Medical Typist
Executive Assistant	Morbidity Coding Clerk
Executive Officer	P.A.T.S Clerk
Farm supervisor	Public Relations Assistant
Finance Officer	Purchasing Clerk
Fire and Safety Officer	Receival Liaison Officer
General Manager	Receptionist
General Services Supervisor	Research Assistant
Graduate Assistant	Salaries Clerk
Grounds Supervisor	Secretary
Health Education Officer	Shorthand Typist
Human Resources Officer	Stores Assistant
Industrial Officer	Surgical Appliance Clerk
Information Planning Officer	Switchboard Operator
Information Services Officer	Telephonist
Language Services Officer	Transport Clerk
Linen Services Manager	Typist
Manager (CSSD)	Workers Compensation Clerk
Manager Accounting Services	Anaesthetic Technician
Manager Information Systems	Animal House Technician
Manager Orderly & Transport Services	Architectural Draughtsperson
Manager, Other than Nurse Manager	Art Therapist
Manager-Human Resources	Assistant Cath Lab Technician
Materials Management Systems Co-ordinator	Assistant in Pharmacy
Medical Records Officer	Audio Metrician
Morbidity coding Officer	Audio visual Assistant
Museum Curator	Bio-Engineering Technician
Occupational Health & Safety Officer	Cardiac Technician
Occupational Health Officer	Cardiology Technician

Catering Officer
 Cath Lab Technician
 Clinical Perfusionist
 Craft Worker
 Cytotechnician
 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.

WESTERN AUSTRALIAN
 INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

State School Teachers' Union of Western Australia
 (Applicant)

and

The Minister for Education
 (Respondent)
 No. 832 of 1996.

BEFORE HIS HONOUR THE PRESIDENT
 P J SHARKEY.

21 June 1996.

Reasons for Decision.

THE PRESIDENT: This is an application brought by the applicant organisation under s.49(11) of the Industrial Relations Act 1979 (as amended) (hereinafter referred to as "the Act") seeking an order staying the operation of the decision made by a constituent authority of the Commission, namely the Government School Teachers Tribunal (hereinafter referred to as "the Tribunal"), as it then existed. The applicant, as a party at first instance, has sufficient interest to enable it to make this application.

The applicant seeks an order staying the operation of the decision made by the Tribunal upon its application, No T 15 of 1994, whereby, on 23 May 1996, the Tribunal dismissed an application made by the applicant.

The applicant lodged a notice of appeal against that decision on 7 June 1996, appeal No 830 of 1996. I am satisfied that an appeal has therefore been instituted within the meaning of s.49(11) of the Act, there being a declaration of service of such notice filed.

The background to this matter appears in the chronology handed up during these proceedings by Counsel for the applicant.

In addition, there is reference to the background in the decision of the Tribunal made on 14 February 1995 in application No T 15 of 1994 where a decision was made by the Tribunal in the following terms—

- "(1) THAT the inquiry currently under way pursuant to s.7C of the Education Act 1928 in relation to Mr Burrows is hereby stayed pending the hearing and determination of application T 15 of 1994;
- (2) THAT this Order shall come into effect from the date hereof and shall remain in force until the determination of application T 15 of 1994 at which time it shall cease to have effect;
- (3) THAT either party may apply for the variation or cancellation of this Order prior to that time upon giving 24 hours' notice of intention to do so each to the other."

That order was plainly in the nature of an interim order made to stay the inquiry being conducted under s.7C of the Education Act 1928 (as amended) (hereinafter referred to as "the Education Act"), whilst the Tribunal heard and determined the application before it.

That decision was the subject of a previous stay application which was dealt with by me in Minister for Education v SSTU 75 WAIG 884.

That decision was also appealed against and was the subject of a decision of the Full Bench (and of the reasons therefor) in Minister for Education v SSTU 75 WAIG 2684 (FB), wherein the appeal against that decision was dismissed. Many of the statutory and regulatory provisions were considered in the reasons for decision upon that appeal.

The application before the Tribunal was amended on 16 February 1996 by leave of the Tribunal. I will discuss the terms of the application later in these reasons. It related to the events involving Mr Philip Murray Burrows, a member of the applicant employee organisation, and a teacher employed by the respondent.

On 9 September 1993 Mr Burrows was suspended without pay pursuant to s.7C of the Education Act after being charged with three charges of indecent dealing with a female under the age of 13 years on 8 September 1993.

On 10 March 1994 these charges were dismissed at a preliminary hearing in the Perth Court of Petty Sessions.

By a letter dated 29 March 1994 the then Chief Executive Officer of the Education Department advised Mr Burrows that his suspension under s.7C of the Education Act was removed and that he should return to his duties, which he did.

On 25 July 1994 he commenced long service leave which expired on 21 December 1994.

On 29 August 1994 the Chief Executive Officer advised Mr Burrows that he was to be suspended with pay pursuant to s.7C of the Education Act as a result of various complaints against him.

The authorised person appointed by the Chief Executive Officer to conduct the inquiry apparently ceased conducting the inquiry after objections were taken to her continuing to conduct it.

Eventually, on 30 November 1994, Mr Burrows was advised that Mr Richard Maisey had been appointed to replace the previous authorised person in the on-going investigation to determine whether or not Mr Burrows was guilty of misconduct under s.7C(2)(e) of the Education Act. Mr Maisey has personally interviewed a number of "witnesses", reduced their evidence to written form and invited Mr Burrows to respond to that evidence. Mr Maisey seeks that he respond by 26 June 1996. So far Mr Burrows has not responded.

Mr Burrows has not worked as a teacher since 13 May 1993. On 26 January 1996 Mr Burrows accepted employment at the Beechboro Education Centre as an office assistant. However, he is and was paid at the rate applicable to a four years trained teacher, which is well in excess of what a clerical officer performing the same duties would be paid.

THE APPLICATION TO THE TRIBUNAL

There were allegations of denial of natural justice contained in the amended application, and, in addition, relief, in various forms, was sought from the Tribunal at first instance in application No T 15 of 1994. These are set out in application No T 15 of 1994, which was amended on 16 February 1996—

- “(a) an interpretation of Section 7C which defines the powers and duties of the CEO under Section 7C(3) in deciding whether to exercise his powers to order an inquiry and which requires a determination by the CEO that the behaviour alleged is capable of amounting to disgraceful or improper conduct by a teacher in his official capacity (and in what manner), or the teacher has otherwise ceased to be a fit and proper person to hold office as a teacher (and upon which grounds) under Section 7C(2);
- (b) a declaration that in order for an inquiry under Section 7C to be carried out in accordance with the rules of natural justice requires compliance with the matters set out in paragraph 11 above;
- (c) a direction that the inquiry by Maisey not proceed by reasons of the matters set out in paragraph 12 hereof, and because his appointment was null and void on the grounds that:
- (i) the CEO did not have power under Section 7C to appoint a person to determine whether

or not Burrows was guilty of misconduct under Section 7C(2)(e) since that was a non-delegable duty of the CEO to determine; and

- (ii) the CEO did not have power under Section 7C to order that the initial inquiry started by Reeves continue but conducted by a different person, viz., Maisey;
- (d) a permanent stay of the proceedings against Mr Burrows under Section 7C in relation to the matters the subject of two previous inquiries by reason of the matters set out in paragraph 12 above;

Alternatively to (d)

- (e) a declaration or order that the proceedings in respect of the s.7C complaints be stayed until regulation 135 of the Education Act Regulations is followed and that only complaints properly made under regulation 135 may be the subject of proceedings under Section 7C;
- (f) a declaration or order that the CEO only proceed with the 7C complaints where it appears that Burrows may be guilty of misconduct;
- (g) a declaration or order that Reeves Maisey be disqualified from conducting the inquiry;
- (h) declarations or orders that—
- (i) the authorized person specify in respect of each of the 7C complaints how the alleged conduct amounts to misconduct as defined in Section 7C(2)(e);
- (ii) the authorized person provide particulars in respect of each of the 7C(2)(e) complaints of the date and place of the alleged event, and of the name of the affected student or students prior to any response by the teacher.”

SUBMISSIONS, ISSUES AND CONCLUSIONS

The applicant, having referred to the authorities which apply to these matters through its Counsel, submitted that there was a serious question to be tried. This was whether an inquiry instituted under s.7C of the Education Act must comply with regulation 135 of the Education Act Regulations 1960 (as amended) (hereinafter referred to as “the Education Act Regulations”).

As Mr Hodge (of Counsel) submitted, this is not a matter which has been determined either by the Full Bench or the Industrial Appeal Court. It was, however, determined by the School Teachers Tribunal in SSTU v Minister for Education 67 WAIG 1028 at 1032.

Regulation 135 of the Education Act Regulations reads as follows—

- “(1) (a) Where a complaint is made against a teacher by a parent of a pupil or by some other person, the chief executive officer shall cause a copy of the complaint as so made to be referred to the teacher for his remarks.
- (b) After receipt of the teacher's remarks, the chief executive officer shall, if he considers the complaint worthy of investigation, inform the complainant that an investigation of the complaint will be made upon receipt by the chief executive officer of the complaint in writing on a departmental form and signed by the complainant before a Justice of the Peace and that upon the application of the complainant the appropriate departmental form shall be supplied to him.
- (c) If the complaint so signed differs in substance from the original complaint referred to in paragraph (a) no further action shall be taken by the chief executive officer and the complainant shall be informed accordingly; but if the complaint so signed does not differ in substance from the original complaint, the chief executive officer may cause an inquiry to be held, and notice of that inquiry shall be given to the teacher against whom the complaint was made, and to the complainant, at least a week before the date fixed for the inquiry.

- (2) If it appears to the chief executive officer that the complaint is of a nature which would admit of a settlement between the parties, without a formal inquiry, every assistance shall be given to the parties to reach a settlement.
- (3) (a) At an inquiry referred to in this regulation, the officer holding, or presiding over, the inquiry may permit a member of the Parents and Citizens' Association or one other person, who is not a legal practitioner, to be present.
- (b) The teacher against whom the complaint was made may, if he so desires, have a friend or an adviser present, and the complainant may, if he so desires, have a friend or an adviser present, but the friend or adviser shall not be a legal practitioner or a person employed by a legal practitioner.
- (c) Except as provided in paragraphs (a) and (b), no person, other than those whose attendance is necessary, shall be present at an inquiry."

Mr Hodge, for the applicant, submitted that his client's case was that regulation 135 of the Education Act Regulations applied to a s.7C inquiry, that it did so mandatorily, and that if the regulation had not been complied with then the inquiry could go no further. If I understood him right, his submission was that the inquiry was therefore a nullity and that therefore there was a serious issue to be tried.

It was submitted that the balance of convenience clearly rested with the applicant, too, and its member, Mr Burrows, because an inquiry had been instituted, that the appeal raised serious questions as to the legal standing of the investigation and issues of procedural fairness and natural justice and if the inquiry were allowed to continue prior to the determination of appeal No 830 of 1996 it could severely prejudice the interests of the applicant and its member. This is because the inquiry, having been completed, he could be found guilty of misconduct, although not necessarily so, of course, and disciplinary measures, including dismissal, could be taken. That, of course, could occur.

In particular, it was submitted that the proper determination of the issues raised by the appellant in appeal No 830 of 1996 would be rendered futile and the appeal rendered nugatory if the inquiry reached a conclusion prior to the appeal being dealt with; the subject matter of the appeal would not be preserved. On the other hand, it was submitted by Mr Hodge that the respondent would not suffer any real disadvantage by being unable to finally determine its inquiry.

The respondent's case, as submitted by Mr Cock (of Counsel), was that there were no special circumstances justifying the grant of a stay. The proper authority to apply to these matters was the judgment of Murray J in WALEDF&CU v Hathaway 75 WAIG 1785 (IAC) which applied the "special circumstances" test. It was also submitted that special circumstances justifying a stay will exist where it is necessary to prevent a successful appeal from being nugatory. It was then further, in the alternative, submitted that, if the test for a stay is that adopted by this Commission in CSA v WA Centre for Pathology and Medical Research and HSOA 76 WAIG 60 at 61 and Gawooleng Dawang Inc v Lupton and Others 72 WAIG 1310 at 1311, then the Commission should not exercise its discretion to grant a stay.

Firstly, it was submitted, there are no special circumstances justifying the grant of a stay which existed. Even if appeal No 830 of 1996 were successful, it was submitted, it would not prevent the inquiry from continuing. Further, a teacher subject to an adverse finding after a s.7C inquiry has a right of appeal by way of re-hearing, thus Mr Burrows and the applicant would suffer no detriment if the application were dismissed, so the submission went.

In addition to that, upon the evidence derived from the affidavit of Graham Charles Edwards, sworn on 19 June 1996 and filed herein, the department was paying Mr Burrows to work as an office assistant in general office work at Beechboro Education Centre at the top of the salary scale for a four years trained teacher, namely \$42,319, that being a salary well in excess of the amount which would be payable to a clerical officer performing those duties. This was causing the department financial detriment. Further, Mr Burrows had not worked

in a school as a teacher since 13 May 1993, but has worked at the Beechboro Education Centre since 29 January 1996. It was submitted that the delay in the inquiry progressing is now considerable and the interests of the community as a whole outweigh the interests of the applicant when considering further delay. My reasons for decision in Minister for Education v SSTU 75 WAIG 884 at 885 were cited. The balance of convenience, it was submitted, favoured the respondent for this reason, and also because the inquiry had been delayed for a period of approximately six months and any further delay was unnecessary given Mr Burrows' right of appeal. Even if he were successful in the appeal the result would not prevent the inquiry from continuing.

It was also submitted that there was not a serious issue to be tried. I was taken to the reasons for judgment of the Supreme Court of Western Australia in Gudgeon v Black (No CIV 1077 of 1994) (unreported), delivered 10 November 1994, (Library No 940629) per Malcolm CJ at page 18 and to SSTU v Minister for Education 67 WAIG 1028 as well as Milentis v Minister for Education (1993) 52 IR 85 (IAC).

It is for the applicant to establish its case that there ought to be a stay of operation of the decision. The principles which apply are those set out in Gawooleng Dawang Inc v Lupton and Others (op cit). The applicant must establish that there is a serious issue to be determined upon appeal, and that the balance of convenience favours him or her. The overriding principle is that a successful party should not be deprived of the fruits of his or her "judgment".

I do not think that the special circumstances test is applicable to matters before this Commission, although it plainly is before the Industrial Appeal Court. Re Moore: Ex parte Pillar [1991] 65 ALJR 683 (HC) influences me to some extent in reaching this view. Further, I am influenced by the fact that s.26(1)(a), (c), and sometimes (d), of the Act apply to the exercise of the Commission's jurisdiction and not to the exercise of the jurisdiction of the Industrial Appeal Court when granting or refusing a stay of application. However, it is to be noted that one principle which guides the Commission is that the successful "litigant" should not be lightly deprived of the fruits of his or her "judgment".

I now determine whether there is a serious question to be tried. Having regard to what was said by Malcolm CJ in Gudgeon v Black (op cit) where he observed, and, it seemed to me, deliberately observed, that the procedure to be followed on an inquiry under s.7C(3) of the Education Act is not spelt out in any detail in the Education Act or in the Education Act Regulations, and observed further, also deliberately, that the more detailed provision regarding complaints against a teacher in regulation 135 of the Education Act Regulations had no bearing on that case, which was a case not dissimilar to this case in its facts, and, having regard to SSTU v Minister for Education 67 WAIG 1028, I am not persuaded that there is a serious question to be tried. (I am not assisted by Milentis v Minister for Education (op cit) (IAC)). That is not to say that I would have the same view upon the appeal in this matter, nor could I, since I would be bound to consider the question as a member of the Full Bench, having regard to the submissions then made to the Full Bench.

However, it is for the applicant to establish that there is a serious question to be tried, and, having regard to those authorities and the submissions of Mr Cock, I am not persuaded that there is.

I then turn to the question of the balance of convenience. The balance of convenience is said to favour the applicant and its member (to summarise) because if there is not a stay of the order dismissing the application the appeal will be rendered nugatory, and because if the inquiry proceeds and is completed then harm will be done to Mr Burrows' reputation and he may well be dismissed.

I make the following observations—

- (1) It is not certain that if the inquiry proceeds that he would be dismissed or otherwise "punished" for misconduct or even that he would be found to have misconducted himself.
- (2) That, however, might occur.
- (3) The inquiry is at the stage where only Mr Burrows' answers are awaited before it is concluded.

- (4) Mr Burrows has a right of appeal by way of re-hearing against any "decision" of the Chief Executive Officer after the completion of the inquiry.
- (5) The whole question of this inquiry has been delayed for some considerable time, and it is in the interest of the community and of the respondent, as well I think, of Mr Burrows, that it be concluded. Further, there is the question of Mr Burrows being paid a salary which is not commensurate with the duties which he is performing. That is a matter in which not only the parties but the community has some interest, although, on its own, it might not be significant. As part of the whole history of the matter and of the fact that a lengthy time has now passed since the inquiry under s.7C of the Education Act was first instituted, it is not insignificant.
- (6) The appeal might be rendered nugatory by the inquiry continuing, and that is a very important consideration. However, the inquiry might not be completed prior to the appeal being heard and determined, particularly if an application to expedite the appeal were heard and determined and granted by the Full Bench, although that, of course, would be a matter for the Full Bench to decide upon any arguments put to it.
- (7) In terms of the balance of convenience, and in view of the fact that Mr Burrows' remedies are not exhausted, questions of delay and the necessity for this matter to be dealt with put the balance of convenience on the side of the respondent and his Chief Executive Officer and their duty to the community under the Education Act.

Most cogently, however, I am persuaded that little can be done which would assist the applicant even if I acceded to his application. I say that having heard the submissions of Mr Cock and Mr Hodge and considered them.

The fact of the matter is this. If I stay the order dismissing the application it has no effect at all. All that happens is the application remains on foot. As Mr Cock submitted, the Tribunal is now *functus officio* and the order which it made, which was, in fact, an interim order, to which I have referred above, staying the inquiry and specifically prescribed, ceased to have effect once the Tribunal had heard and determined the matter finally. The Tribunal has heard and determined the matter finally and is *functus officio*. Any order I make staying the operation of the final order dismissing the application proper cannot affect the earlier order which was given a life only until the hearing and determination of the application proper by the Tribunal. Any order which I make cannot revive the interim order which expired once the final order of the Tribunal dismissing the application was made. The inquiry is no longer stayed by any order of the Tribunal at first instance. Such an order staying the operation of the decision would have no effect on the inquiry. Its only effect would be that the dismissal of the application could not take effect. However, there is no order of the Tribunal which stays the inquiry under s.7C of the Education Act and no order sought which I can make can have that effect. Under s.49(11) of the Act I may only stay the operation of the decision of the Tribunal. That was a decision to dismiss the application before it. It follows therefore that even if the balance of convenience otherwise favoured the applicant that that convenience could not be achieved by any order I made. I am not satisfied that the balance of convenience favours the applicant. Further, I am not satisfied, for those reasons, that s.26(1)(a) and (c) of the Act require me, on what is before me, to find for the applicant. I am not satisfied that the respondent should be deprived of the fruits of the order.

For all of those reasons, having considered all of the submissions, all of the material before me, and all of the evidence, the applicant has not established its case and I will dismiss the application.

Order accordingly

Appearances: Mr A S Hodge (of Counsel), by leave, on behalf of the applicant.

Mr R E Cock (of Counsel), by leave, on behalf of the respondent.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

State School Teachers' Union of Western Australia
(Applicant)

and

The Minister for Education
(Respondent)

No. 832 of 1996.

BEFORE HIS HONOUR THE PRESIDENT
P J SHARKEY.

21 June 1996.

Order.

THIS matter having come on for hearing before me on the 20th day of June 1996, and having heard Mr A S Hodge (of Counsel), by leave, on behalf of the applicant and Mr R E Cock (of Counsel), by leave, on behalf of the respondent, and having reserved my decision on the matter, and reasons for decision being delivered on the 21st day of June 1996 wherein I found that the application should be dismissed and gave reasons therefore, it is this day, the 21st day of June 1996, ordered that application No 832 of 1996 be and is hereby dismissed.

(Sgd.) P.J. SHARKEY,
President.

[L.S.]

**AWARDS/AGREEMENTS—
Application for—**

**BELLS THERMALAG & INDUSTRIAL SERVICES
ASBESTOS ERADICATION INDUSTRIAL
AGREEMENT.**

No. AG 324 of 1995.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and
Plasterers Union of Workers

and

Bells Thermalag & Industrial Services Pty Ltd.

No. AG 324 of 1995.

Bells Thermalag & Industrial Services Asbestos Eradication
Industrial Agreement.

COMMISSIONER P E SCOTT.

16 January 1996.

Order.

HAVING heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 and by consent, hereby orders—

THAT the Enterprise Bargaining Agreement in the terms of the following schedule be registered with effect on and from the 8th day of December 1995.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement will be known as the Bells Thermalag & Industrial Services Asbestos Eradication Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound

4. Application
5. Aims and Objectives of this Agreement
6. Term and Renewal of Agreement
7. Allowances
8. Hours of Work
9. Dispute Settlement Procedure
10. Safety Dispute Resolution
11. Skills Enhancement and Training
12. First On Last Off
13. Overtime
14. Company Based Incentive Scheme
15. Industry Standards
16. Signatories to the Agreement

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers (hereinafter referred to as the "Union") and Bells Thermalag & Industrial Services Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

(1) This Agreement shall be binding upon the Company, the Union, and its officers and employees eligible to be members of the Union employed by the Company, on asbestos eradication work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the relevant Award).

(2) "Asbestos eradication work" shall include all work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

(3) The provisions of this Agreement are in addition to the entitlements specified in the relevant Award and where there is an inconsistency the Agreement shall prevail.

5.—AIMS AND OBJECTIVES OF THIS AGREEMENT

The objectives of this Agreement are to:

- (1) Increase the efficiency of the Company by the effective use of the skills and commitment of the employees of the Company.
- (2) Improve the living standards, job satisfaction and continuity of employment of the Company's employees.
- (3) Develop best practice standards that are based upon a culture of opportunity, continuous learning and improvement through training.
- (4) Ensure that increases in efficiency on the job are implemented in such a way as to ensure that health and safety standards in the industry are maintained.
- (5) Provide a mechanism by which disputes can be resolved quickly and in a manner which shall avoid lost time.

6.—TERM AND RENEWAL OF AGREEMENT

(1) This Agreement shall come into operation from the date of signing and shall remain in force for a period of two years.

(2) Any party may terminate the Agreement provided three months' notice has first been given in writing.

(3) The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

7.—ALLOWANCES

(1) Unless otherwise agreed in writing between the Company and the Union, employees will be paid the labourer Group 1 rate of pay as contained in the relevant award. In addition, the following allowance will be paid:

- (a) A rate of \$5.00 per hour will be paid to all employees.
- (b) This allowance is "all purpose" and shall be included as part of the ordinary rate.

(2) The above rates are in lieu of Clause 9.—Special Rates and Provisions of the Award or allowances contained in particular site agreements.

8.—HOURS OF WORK

(1) For employees required to wear full respiratory equipment, six hours only will be worked in an eight hour

period, and no more than three hours may pass without a paid rest period of one hour.

(2) Unless otherwise agreed in writing between the Company and the Union, a further productivity incentive of one paid day off every four week period will be given to each employee.

9.—DISPUTE SETTLEMENT PROCEDURE

The dispute settlement procedure that shall apply to this Agreement shall be the same as that outlined in Clause 46.—Settlement of Disputes of the Award.

10.—SAFETY DISPUTE RESOLUTION

(1) It is agreed the Company and their employees have a responsibility to ensure that workplaces are safe and that employees are not exposed to hazards.

(2) In the event of any disagreements on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.

(3) No person shall dismiss a safety complaint. Any complaint should be referred to the Company's supervisor to be dealt with in accordance with the following procedures:

- (a) Where any employee becomes aware of an unsafe situation, that employee will immediately notify the Company's supervisor. The Company's supervisor will take immediate action to have the unsafe situation rectified.
- (b) Should the Company's supervisor consider that no safety precautions are necessary, he/she will notify the employee and the employee's safety representative accordingly as soon as possible.
- (c) Should the employee's safety representative disagree with the supervisor then the Company's safety officer shall be consulted, and give a ruling.
- (d) While there is disagreement on the ruling of the Company's safety officer, the Company's safety officer will arrange for the immediate transfer of all employees from the disputed area.
- (e) Should the Company's safety officer be of the opinion that no action is necessary and the employee's safety representative disagrees, an appropriate inspector from the Department of Occupational Health, Safety and Welfare (DOHSA) will be requested to undertake an inspection of the disputed area for the purpose of resolving any such matter.
- (f) If disagreement still exists the chief inspector, construction branch of DOHSA or his /her nominee will be called in to assist in the resolution of the dispute.

(4) Whilst the above procedure is being followed there will be no stoppage of work in respect of the matter being considered, except in the area alleged to be unsafe.

(5) Protective equipment that is approved by the parties will be supplied by the Company.

(6) \$5 million public liability asbestos related insurance shall be held by the Company.

(7) It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.

11.—SKILLS ENHANCEMENT AND TRAINING

(1) The parties recognise the need to adopt a "total trade" concept for training and skills acquisition to meet the current and future requirements of the industry. To this end the parties reaffirm their commitment to training and agree that training and retraining of both the work force and supervision will occur on an ongoing basis.

(2) It is agreed that safety training will be an important component in the structured training programme.

(3) All asbestos eradication work will be carried out using labour suitably trained and qualified to a standard approved by the Company and the Union.

12.—FIRST ON LAST OFF

(1) The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

(2) When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

(3) It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this matter will be processed in accordance with Clause 9.—Dispute Settlement Procedure.

13.—OVERTIME

(1) The allocation of overtime will be at the employer's prerogative provided that the employer will not discriminate against any employee.

(2) The practice of "one in all in" will not occur.

(3) An overtime roster may be introduced after agreement is reached between the employees, the Company and the Union.

14.—COMPANY BASED INCENTIVE SCHEME

(1) The Company may negotiate incentive schemes which will not affect the terms of this Agreement. These schemes must ensure that the Award provides the base safety net and that all employees on site have the opportunity to share in this proposed scheme.

(2) Once negotiated incentive schemes will be submitted to the Union prior to its implementation for confirmation that the relevant Award requirements have been satisfied.

15.—INDUSTRY STANDARDS

The Company will continue to meet its current level of payments into the following non-wage benefit schemes:

(1) The Construction + Building Unions Superannuation Scheme; and

(2) The WA Construction Industry Redundancy Fund.

16.—SIGNATORIES TO THE AGREEMENT

ReSigned on behalf of:

Bells Thermalag & Industrial Services Pty Ltd

(signed) Director 8 Dec 1995

Signed on behalf of: (A Tough)

The Western Australian Builders' Labourers,

Painters & Plasterers Union of Workers

(signed)

Dated this 8th day of December 1995.

BRISTILE CLAY TILES ENTERPRISE AGREEMENT 1995 No. AG 287 of 1995.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Bristile Clay Tiles
and

The Federated Brick, Tile and Pottery Industrial Union of
Australia (Union of Workers) Western Australian Branch
and Others.

No. AG 287 of 1995.

Bristile Clay Tiles Enterprise Agreement 1995.

COMMISSIONER P E SCOTT.

24 June 1996.

Order.

WHEREAS the parties presented an agreement to the Commission for registration as an Industrial Agreement in terms set out in an Order dated 16 January 1996; and

WHEREAS the Commission is satisfied that the agreement now complies with Section 41, Section 41A and Section 49A of the Industrial Relations Act, 1979;

NOW THEREFORE the Commission, having heard Mr A Tomlinson and Ms J Dowling on behalf of the Applicant, Mr J F Bainbridge on behalf of the The Federated Brick, Tile and Pottery Industrial Union of Australia (Union of Workers) Western Australian Branch and Mr J D Fiala on behalf of the

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch, and by consent, hereby orders pursuant to the powers conferred on it under the Industrial Relations Act, 1979;

THAT the Bristile Clay Tiles Enterprise Agreement 1995 in the terms of the following schedule be registered on the 11th day of June 1996 with effect from the 22nd day of October 1995.

(Sgd.) P.E. SCOTT,
Commissioner.

[L.S]

Schedule.

1.—TITLE

This Agreement shall be known as the Bristile Clay Tiles Enterprise Agreement 1995.

2.—TABLE OF CONTENTS

1. Title
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 3. Area and Scope
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Schedule F—Metal Trades (General) Award 1966 Wages Schedule for Electrical Trades Employees of Bristile Clay Tiles

3.—AREA AND SCOPE

This Agreement will be binding on Bristile Ltd as Manager for Bristile Clay Tiles (herein known as Bristile Clay Tiles) and all plant employees of Bristile Clay Tiles located at Harper Street, Caversham, Western Australia and the organisations of employees set out below who have members or persons eligible to be members on the plant.

- The Federated Brick, Tile and Pottery Industrial Union of Australia (Union of Workers) Western Australian Branch.
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch.

Upon registration, this Agreement will be binding upon approximately 63 employees.

4.—RELATIONSHIP TO PARENT AWARDS

(1) The terms and conditions of this Agreement replace in part the terms and conditions and shall be read and interpreted in conjunction with the following awards:

- Pipe, Tile and Pottery Manufacturing Industry Award, No. 34 of 1978 as amended.
- Metal Trades (General) Award 1966, No. 13 of 1965.

(2) Where there is any inconsistency between this Agreement and the parent awards, this Agreement shall prevail to the extent of the inconsistency.

(3) All parties agree that during the term of this Agreement, discussions will take place with a view to combining existing awards and agreements into one total Agreement reflecting the intentions set out in Clauses 7 and 8 of this Agreement.

5.—OPERATION OF AGREEMENT

This Agreement shall take effect from 22 October 1995 under the provisions of the Western Australian Industrial Relations Act, 1979 and shall remain in force for a period of twenty four months.

6.—CONSULTATIVE COMMITTEE

A single bargaining consultative unit operates consisting of representatives of employees and management. This committee will provide the forum for ongoing negotiations at the enterprise level between management and employees with respect to the common goals and intentions. This Committee represents all employees on the plant.

The Committee consists of ten (10) people including:

- Seven (7) employee representatives elected by the employees. (One from A Shift, B Shift, C Shift, D Shift, Yard, Mechanical Trades, Electrical Trades).
- Three (3) management representatives.

The General Manager will participate where appropriate and invite other parties to assist if required.

Union Representatives will participate when requested by employee representatives.

On ratification of this Agreement new employee representatives may be elected or current members re-elected.

This Committee will meet on a bi-monthly basis to review progress and discuss future initiatives. However, further meetings of the Committee or Sub-Committees may be held more frequently provided production is not disrupted.

The members of this Consultative Committee are committed to co-operating positively to ensure the efficiency, productivity and international competitiveness of Bristle Clay Tiles and to enhance the opportunities and job security of its employees and to facilitate the successful introduction of changes on an ongoing basis.

The parties agree that a formal meeting will take place twelve weeks prior to the expiration of this Agreement to plan ongoing discussions in regard to Enterprise Bargaining.

7.—INTENTION

It is the object of the Parties to:

- (1) Maintain and improve a work place culture with the hallmarks of co-operation and change, promoting a more harmonious and productive working environment. The parties will develop joint objectives to reflect an improved culture.
- (2) Continue with improvement of effective consultation and communication procedures between management and employees.
- (3) Implement work place practices so as to provide for more flexible working arrangements which improve the efficiency and productivity of the manufacturing plant, enhance skills and job satisfaction and assist positively in enhancing the objectives of Bristle Clay Tiles.

8.—OBJECTIVES

Specific objectives to be met during the term of the Agreement include:

- (1) The parties agree to commit themselves to actively participate in the training and development required to maintain the Quality Assurance programme. Certification is AS 3902 by Standards Australia.
- (2) The following productivity measures will be reported quarterly:
 - Production efficiency for No. 2 Plant
 - Reject rate
 - Total output
 - Absenteeism
 - Man hours per 1,000 pieces

- Man hours lost for Workers Compensation Claims

The parties will develop a productivity index using but not limited to the above.

(3) (a) Production Employees

By agreement with employees, changes may be introduced into existing shift arrangements with a view to increasing production and productivity. This will involve investigation of a number of plant development options.

(b) Maintenance Employees

Review methods whereby greater flexibility can be introduced into existing shift arrangements with a view to increasing production. This will involve investigation of a number of plant development options.

- (4) The parties are committed to training as required by Bristle Clay Tiles to ensure the acquisition of skills to ensure a flexible work force. Training provided for rostered off employees, if they so desire, will be paid at their ordinary hourly rate for the number of hours that they attend.
- (5) Training programmes will be developed for all employees to take advantage of multi-skilling opportunities and greater responsibility for decisions relating to their own work area. The development of training programmes will be discussed at Consultative Committee Meetings.
- (6) Emphasis will be placed on quality.
- (7) The use of contractors may be required to cover any labour shortages, to provide specialised skills and/or equipment, where necessary, and to assist in peak work load periods, or other relevant requirements.
- (8) Design a simplified wage structure.

9.—CASUAL WORK AVAILABILITY

Any current employees who are rostered off will be given the first opportunity to accept any additional work offered before casual employees are engaged.

The rate of pay applicable will be Machine Attendant Grade 3 plus 20%.

No other award penalties or provisions will apply for this work.

The offer of work to our employees that will be paid at "Casual Rate" includes the following:

- (1) Yard Clean-up;
- (2) General Clean-up;
- (3) Interstate and Export Packaging;
- (4) Pallet Repair;
- (5) Drier Tray Repair;
- (6) Tallying of Trucks when carting clay.

The procedure that will operate is as follows:

- (a) Offer work to current employees at casual rate.
- (b) If current employees are unavailable, company will seek alternate employees for the casual work.
- (c) If neither (a) nor (b) is available, current employees will be offered the casual work at overtime rates.

Extra duties that are excluded from this Clause are:

- (1) Replacement of the absent worker in A, B, C, D Shifts and Yard including extra hours for normal operation of plant.

The Base Rate that will apply will be equal to the Base Rate of the absent worker if the replacement person is carrying out the absent worker's duties. Normal Award Overtime will apply.

10.—NO FURTHER CLAIMS

The parties agree that they will not pursue any extra claims outside this Agreement except when consistent with the State Wage Principles.

11.—COMMITMENT

(1) The parties agree that all existing work practices will be retained unless amended in the course of enterprise based negotiations in the future. These current practices include:

- (a) No restrictions or demarcation on staff working on machinery and/or using tools when necessary;
- (b) The use of casual or part time employees;
- (c) Contractors working on site where appropriate;
- (d) Annual leave rosters designed to ensure continuous operation of the plant;
- (e) The splitting of annual leave and long service leave subject to mutual agreement;
- (f) No restriction or demarcation between operational and maintenance personnel.

(2) This Agreement shall not operate to cause any employee to suffer a reduction in ordinary time earnings, or to depart from standards of the Western Australian Industrial Relations Commission with regards to hours of work, annual leave with pay or long service leave with pay.

(3) The Consultative Committee and the employees agree to continue to work towards the intentions and objectives of this Agreement in the future.

(4) The parties undertake that the terms of the Agreement will not be used to progress or obtain similar arrangements or benefits in any other enterprise.

12.—HOURS OF WORK

Production Employees

The hours of work will be as per the attached Schedule A. Rosters will be changed to suit production control if necessary and this process will be via consultation with the employees.

Maintenance Employees

The hours of work will be as per the attached Schedule B for Mechanical Maintenance and Schedule C for Electrical Maintenance. Roster will be changed to suit production control if necessary and this process will be via consultation with the employees.

13.—WAGES

In accordance with this Agreement, wages will be payable as per the attached Schedules.

- Schedule D Pipe, Tile & Pottery Manufacturing Industry Award employees of Bristile Clay Tiles.
- Schedule E Metal Trades (General) Award 1966, Mechanical Trades Employees of Bristile Clay Tiles.
- Schedule F Metal Trades (General) Award 1966, Electrical Trades Employees of Bristile Clay Tiles.

14.—REDUNDANCY

The following payments shall be made in respect to each employee made redundant during the term of this Agreement.

Period of Continuous Service	Weeks of Termination Pay
Less than one year	0
One year but less than two	8 weeks
Two years but less than three	12 weeks
Three years but less than four	14 weeks
Four years and over	16 weeks

In the case of a redundancy taking place, the employee shall be given four weeks notice regardless of the length of service.

15.—NO INDUSTRIAL ACTION FOR THE DURATION OF THE AGREEMENT

The parties agree that no industrial action will be taken as a result of a dispute arising out of or in the course of future enterprise based negotiations.

The parties also agree there will be no disruption of supply to customers as a result of industrial action.

16.—GRIEVANCE AND DISPUTES PROCEDURE

This Grievance and Disputes Procedure is adopted reflecting the co-operation between the Company and its employees as follows:

- (1) In the event of any employee having any grievance at the workplace or a question, dispute or difficulty arising under this Agreement, they shall discuss the matter with their immediate supervisor. The supervisor will endeavour to resolve the matter within their supervisory capacity.
- (2) If the matter is not resolved at this level, the supervisor or employee (accompanied by their shop steward, if they so wish) may seek to refer the grievance to more senior levels of line management.
- (3) Should the matter remain unresolved, the line manager should refer the matter to the appropriate senior manager responsible for handling such matters and the employee may refer the matter to the nominated union official.
- (4) The senior management representative and the union concerned should hold discussions to resolve the issue.
- (5) Sensible time limits shall be allowed for the completion of the various stages of the discussions. All stages should be finalised within seven days.
- (6) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Western Australian Industrial Relations Commission for assistance in resolving the dispute.
- (7) In order to allow the peaceful resolution of grievances, the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitation on the performance of work while the procedures of negotiation and conciliation are being followed.
- (8) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practices at the work place.

17.—DECLARATION AND SIGNATORIES

The Enterprise Agreement has been negotiated between the Management and Employees. The contents of the Agreement has been reviewed with all parties and they have entered into the Agreement with full knowledge as to the content and effect of this document.

The agreement is agreed between the parties whose signatures appear below.

Signed for and on behalf of
 Bristile Clay Tiles
(signed).....
 L.F. MATHEWS
 General Manager

In the presence of
(signed).....

Signed for and on behalf of
 Employees of Bristile Clay Tiles
(signed).....

.....(signed).....

.....(signed).....

.....(signed).....

.....(signed).....

.....(signed).....

.....(signed).....

The Federated Brick, Tile and Pottery Industrial Union of Australia (Union of Workers) Western Australian Branch
 J Bainbridge
 Secretary

Members Consultative Committee
 In the presence of
(signed).....

In the presence of
(signed).....
 Signed for and on behalf of
(signed).....
 Communications, Electrical, Electronic, Energy,
 Information, Postal, Plumbing and Allied Workers
 Union of Australia, Engineering and Electrical
 Division, WA Branch
 J Fiala
 Metal Trades Organiser
 In the presence of
(signed).....

SCHEDULE A—HOURS OF WORK FOR PRODUCTION EMPLOYEES

A and B Shift:
 5.00 a.m. to 4.24 p.m. Sunday to Saturday
 5.00 a.m. to 4.06 p.m. Wednesday
C and D Shift:
 7.36 a.m. to 7.00 p.m. Sunday to Saturday
 7.36 a.m. to 6.42 p.m. Wednesday
YARD
 7.6 hours per day Monday to Friday with earliest starting time of 6.00 a.m.
 Any overtime available in the yard shall be offered to yard employees first.

SCHEDULE B—HOURS OF WORK FOR MECHANICAL MAINTENANCE AND LUBRICATION

- (1) Production Shift**
 5.00 a.m. to 4.24 p.m. Monday, Tuesday, Thursday & Friday
 5.00 a.m. to 4.06 p.m. Wednesday
 7.36 a.m. to 7.00 p.m. Saturday and Sunday
- (2) Day Shift (Fitters)**
 Either 5.00 a.m. to 1.00 p.m. Sunday to Thursday
 or 8.00 a.m. to 4.00 p.m. Tuesday to Thursday
 5.00 a.m. to 1.00 p.m. Friday to Saturday
- (3) Day Shift (T.A.'s)**
 Either 6.00 a.m. to 2.00 p.m. Sunday to Thursday
 or 8.00 a.m. to 4.00 p.m. Tuesday to Saturday
- (4) Afternoon Shift (Fitters and T.A.'s)**
 4.00 p.m. to 12.00 p.m. Monday to Friday
- (5) Day Shift Fitter (No. 1 Factory Only)**
 6.30 a.m. to 2.30 p.m. Monday to Friday
- (6) Lubrication Division**
 4.00 a.m. to 12.00 noon Monday to Friday

SCHEDULE C—HOURS OF WORK FOR ELECTRICAL MAINTENANCE

Corresponding to A and B Shift Production
 5.00 a.m. to 4.24 p.m. Sunday to Saturday
 5.00 a.m. to 4.06 p.m. Wednesday
Corresponding to C and D Shift Production
 7.36 a.m. to 7.00 p.m. Sunday to Saturday
 7.36 a.m. to 6.42 p.m. Wednesday

SCHEDULE D—PIPE TILE AND FACTORY MANUFACTURING INDUSTRY AWARD

WAGES SCHEDULE FOR BRISTILE CLAY TILES
 Column A: Current rate per week including supplementary payments.
 Column B: Rate per week including supplementary payments for a 3% increase to apply from 22 October 1995.
 Column C: Rate per week including supplementary payments for a 3% increase to apply from 20 October 1996. Any review of wages above 3% for this term of the Agreement will only take place should the company match or exceed budget profitability for the 1995/96 Financial Year.

	A	B	C
	\$	\$	\$
Machine Attendant Grade 1	408.55	420.80	433.45
Machine Attendant Grade 2	396.60	408.50	420.75
Machine Attendant Grade 3	384.55	396.10	408.00
Fork Lift Driver	414.20	426.65	439.45
Loader Driver	419.15	431.70	444.70
All Others	368.60	379.65	391.05

Productivity Incentive Bonus
 A bonus for the achievement of daily production levels, to a maximum of \$12 per day, subject to the achievement of acceptable quality.

The actual number of tiles set per day will establish the bonus level. The number of tiles will be "expressed" as cars per day for each bonus level. The cars per day target will be displayed in factory for each day.

Tiles Per Day	\$ Per Day
45,500	1.50
47,600	3.00
49,700	4.60
51,750	6.30
53,800	8.10
55,900	10.00
57,950	12.00

SCHEDULE E—METAL TRADE (GENERAL AWARD) 1966

WAGES SCHEDULE FOR MECHANICAL TRADES EMPLOYEES OF BRISTILE CLAY TILES

- Column A:** Current rate per week including supplementary payments.
- Column B:** Rate per week including supplementary payments for a 3% increase to apply from 22 October 1995.
- Column C:** Rate per week including supplementary payments for a 3% increase to apply from 20 October 1996. Any review of wages above 3% for this term of the Agreement will only take place should the company match or exceed budget profitability for the 1995/96 Financial Year.

Wage Group	Column A	Column B	Column C
	\$	\$	\$
C14	362.10	373.00	384.15
C13	380.25	391.65	403.40
C12	404.70	416.85	429.35
C11	427.50	440.35	453.55
C10	461.90	475.75	490.00
C 9	484.80	499.35	514.30
C 8	507.50	522.70	538.40
C 7	530.15	546.05	562.45
C 6	575.55	592.80	610.60
C 5	598.26	616.20	634.70

Productivity Incentive Bonus
 A bonus for the achievement of daily production levels, to a maximum of \$12 per day, subject to the achievement of acceptable quality.

The actual number of tiles set per day will establish the bonus level. The number of tiles will be "expressed" as cars per day for each bonus level. The cars per day target will be displayed in factory for each day.

Tiles Per Day	\$ Per Day
45,500	1.50
47,600	3.00
49,700	4.60
51,750	6.30
53,800	8.10
55,900	10.00
57,950	12.00

SCHEDULE F—METAL TRADES (GENERAL) AWARD 1966

WAGES SCHEDULE FOR ELECTRICAL TRADES EMPLOYEES OF BRISTILE CLAY TILES

- Column A:** Current rate per week including supplementary payments.

Column B: Rate per week including supplementary payments for a 3% increase to apply from 22 October 1995.

Column C: Rate per week including supplementary payments for a 3% increase to apply from 20 October 1996. Any review of wages above 3% for this term of the Agreement will only take place should the company match or exceed budget profitability for the 1995/96 Financial Year.

Wage Group	Column A \$	Column B \$	Column C \$
C14	365.70	376.70	388.00
C13	384.15	395.65	407.55
C12	408.80	421.05	433.70
C11	431.85	444.80	458.15
C10	466.70	480.70	495.10
C 9	489.70	504.40	519.50
C 8	512.65	528.05	543.90
C 7	535.60	551.65	568.20
C 6	581.30	598.75	616.70
C 5	604.40	622.55	641.20

Productivity Incentive Bonus

A bonus for the achievement of daily production levels, to a maximum of \$12 per day, subject to the achievement of acceptable quality.

The actual number of tiles set per day will establish the bonus level. The number of tiles will be "expressed" as cars per day for each bonus level. The cars per day target will be displayed in factory for each day.

Tiles Per Day	\$ Per Day
45,500	1.50
47,600	3.00
49,700	4.60
51,750	6.30
53,800	8.10
55,900	10.00
57,950	12.00

BUDGET CABINETS & MAINTENANCE INDUSTRIAL AGREEMENT No. AG 144 of 1996.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and
Plasterers Union of Workers

and

Howland Holdings Pty Ltd T/A Budget Cabinets &
Maintenance.

No. AG 144 of 1996.

Budget Cabinets & Maintenance Industrial Agreement.

COMMISSIONER A.R. BEECH.

20 June 1996.

Order.

HAVING heard Mr G. Giffard on behalf of the Applicant and Mr P. Hetherington on behalf of the Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 and by consent, hereby orders—

THAT the Budget Cabinets & Maintenance Industrial Agreement be registered in accordance with the following Schedule commencing on and from the 19th day of June 1996.

[L.S] (Sgd.) A.R. BEECH,
Commissioner.

Schedule.

1.—TITLE

This Agreement will be known as the Budget Cabinets & Maintenance Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Relationship With Awards
9. Enterprise Agreement
10. Wage Increase
11. Industry Standards
12. Clothing and Footwear
13. Training Allowance, Training Leave, Recognition of Prior Learning
14. Seniority
15. Sick Leave
16. All-In Payments
17. Pyramid Sub-Contracting
18. Drug and Alcohol, Safety and Rehabilitation Programme
19. Signatories

Appendix A—Wage Rates

Appendix B—Drug and Alcohol, Safety and Rehabilitation Programme

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers (hereinafter referred to as the "Union") and Howland Holdings Pty Ltd T/A Budget Cabinets & Maintenance (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

(1) This Agreement shall be binding upon the Company, the Union, its officers and members, and any person eligible to be a member of the Union employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. R 14 of 1978 and the Building Trades Award 1968 No. 31 of 1966 (the "Awards").

(2) There are approximately two employees covered by this Agreement.

(3) The scope of work covered by this agreement applies to domestic and minor joinery and maintenance work with a contract value less than \$50,000.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 July 1997.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46.—Settlement of Disputes of the Building Trades (Construction) Award 1987.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the Industrial Relations Act, 1979 as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Building Trades (Construction) Award 1987. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Building Trades

(Construction) Award 1987 shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Award, the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that, in the event of the Union and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate resulting in the wage rates in Appendix A—Wage Rates.

11.—INDUSTRY STANDARDS

It is a term of this Agreement that the Company will continue to meet its current level of payment of \$40 per employee per week into the Western Australian Construction Industry Redundancy Fund and \$40 into the Construction + Building Unions Superannuation Scheme.

12.—CLOTHING AND FOOTWEAR

(1) The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 blue jacket for each employee employed during the period 1 April to 31 October. (One issued per year.)

(2) The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

13.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

A training allowance of \$11.00 per week per employee shall be paid by the company to the Union Education and Training Fund. This payment will only be made after further consultation between the parties on a commencement date for payment.

14.—SENIORITY

(1) The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

(2) When applying the "first on last off" principle it is agreed, subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

(3) It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6.—Dispute Settlement Procedure.

(4) An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

15.—SICK LEAVE

For sick leave accrued after the 7th May 1996 the following will apply:

- (1) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (2) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

16.—ALL-IN PAYMENTS

- (1) All-In methods of payments shall be prohibited.
- (2) "All-In Payments" means any system of payment that is hourly, weekly, or daily which is either in lieu of payment for overtime, or in lieu of one or more of the various award

conditions such as annual leave, public holiday payments, inclement weather, etc.

Provided that All-In payments do not include casual engagement on terms prescribed by the appropriate Award or agreement.

(3) If the company has been paying an employee an All-In rate the company shall be required to pay to the employee the difference (if any) between the employee's actual earnings and what the employee would have earned had he/she been paid award rates and conditions during his/her period of employment.

In addition to making the appropriate taxation deductions from the employee's wages, the company shall also be required to make the appropriate contributions to the C+BUSS and Portable Long Service Leave Schemes.

(4) If any party is of the view that this principle has been breached or is aware of a contracting arrangement on a site that is let to circumvent the payments prescribed under the award or this clause, the matter may, if not resolved by the head contractor, be negotiated between the parties or referred to the Western Australian Industrial Relations Commission.

(5) Any industrial action that may arise shall be confined to the company in breach of this clause.

17.—PYRAMID SUB-CONTRACTING

(1) "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

(2) Provided that, where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

(3) Further provided that, when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

(4) A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

(5) Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAMME

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation Programme as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Programme.

19.—SIGNATORIES

K. Reynolds

On behalf of The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers

Peter Hetherington

On behalf of Howland Holdings Pty Ltd T/A Budget Cabinets & Maintenance

Dated this 7th day of May 1996.

APPENDIX A—WAGE RATES

	4% 1 December 1995 Hourly Rate \$	4% 1 March 1996 Hourly Rate \$	4% 1 August 1996 Hourly Rate \$	3% 1 February 1997 Hourly Rate \$
Labourer Group 1	12.81	13.31	13.80	14.17
Labourer Group 2	12.38	12.85	13.33	13.69
Labourer Group 3	12.04	12.51	12.97	13.32
Plasterer, Fixer	13.32	13.83	14.35	14.73
Painter, Glazier	13.02	13.52	14.02	14.40
Signwriter	13.29	13.80	14.31	14.70

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAMME

(1) PRINCIPLE

Employees dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

(2) FOCUS

- Site safety and the involvement of the site safety committee.
- Peer intervention and support.
- Rehabilitation.

(3) WORKPLACE POLICY

- (a) An employee who is dangerously affected by drugs or alcohol will not be allowed to work until that employee can work in a safe manner.
- (b) The decision on an employee's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/company representatives.
- (c) There will be no payment of lost time to an employee unable to work in a safe manner.
- (d) If this happens three times the employee shall be given a written warning and made aware of the availability of treatment/counselling. If the employee refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- (e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- (f) An employee having problems with alcohol and/or other drugs:
 - Will not be sacked if he/she is willing to get help.
 - Must undertake, and continue with, the recommended treatment to maintain the protection of this programme.
 - Will be entitled to sick leave or leave without pay while attending treatment.

(4) IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will:

- (a) Clearly state its endorsement of the BTG Drug and Alcohol Programme and comply with it.
- (b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Programme to address a meeting of employees to discuss and endorse the programme.
- (c) Authorise the attendance of appropriate company personnel eg. safety delegate/officer, safety committee members, union delegate, consultative committee member(s) at the two hour BTG Drug and Safety in the Workplace training course.

**CONSTRUCTION WORKER LEVEL 1
STRUCTURES & FIT OUT AND FINISH
MIDWEST TRAINING GROUP TRAINEESHIP
AGREEMENT 1996
No. AG 141 of 1996.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and
Plasterers Union of Workers

and

Midwest Training Group Inc.

No. AG 141 of 1996.

Construction Worker Level 1 Structures & Fit Out and
Finish Midwest Training Group Traineeship Agreement
1996.

COMMISSIONER A.R. BEECH.

20 June 1996.

Order:

HAVING heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 and by consent, hereby orders—

THAT the Construction Worker Level 1 Structures & Fit Out and Finish Midwest Training Group Traineeship Agreement 1996 be registered in accordance with the following Schedule commencing on and from the 19th day of June 1996.

(Sgd.) A.R. BEECH,

Commissioner.

[L.S]

Schedule.

1.—TITLE

This agreement will be known as the Construction Worker Level 1 Structures & Fit Out and Finish Midwest Training Group Traineeship Agreement 1996.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Parties Bound
 4. Application
 5. Objectives
 6. Definitions
 7. Duration
 8. Single Enterprise
 9. Relationship with Award
 10. Dispute Settlement Procedure
 11. Training Conditions
 12. Employment Conditions
 13. Wages and Allowances
 14. Clothing and Footwear
 15. Special Arrangements
- Appendix A—Signatories
Appendix B—Training Framework

3.—PARTIES BOUND

This agreement shall be binding on:

- (1) The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers (the union).
- (2) The Midwest Training Group Inc (the company) who is the signatory to this agreement.
- (3) All employees who are members or eligible to be members of the union.

4.—APPLICATION

(1) Subject to subclause (2) of this clause this agreement shall apply to persons:

- (a) who are undertaking a traineeship (as defined); and
- (b) who are employed by the company; and

(c) whose employment is, or otherwise would be, covered by the Building Trades (Construction) Award 1987, No. R 14 of 1978 (the award).

(2) There will be approximately twelve employees covered by this agreement.

(3) Notwithstanding the foregoing, this agreement shall not apply to employees who were employed by the company prior to the date of approval of a traineeship scheme relevant to the company, except where agreed between the company and the union.

(4) This agreement does not apply to the apprenticeship system.

(5) Trainees under this agreement will not undertake duties that have application to work ordinarily defined as work of a tradesperson or accredited apprentice.

(6) At the conclusion of the traineeship, this agreement ceases to apply to the employment of the trainee and the award shall thereafter apply to the former trainee.

(7) The sole provider of accredited training will be the company.

5.—OBJECTIVES

This agreement is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of the trainees. The traineeship is neither designed nor intended for those who are already trained and job ready. Existing employees shall not be displaced from employment by trainees.

The parties to the agreement are committed to the creation of a healthy and safe working environment, to maximise efficiency and productivity, to work together in a spirit of co-operation and to reward employees fairly for their achievements.

6.—DEFINITIONS

“Approved training” means training undertaken (both on and off the job) in a Traineeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a traineeship scheme approved by the State Training Authority or NETTFORCE. The training will be accredited and lead to qualifications as set out in subclause (6) of Clause 11.—Training Conditions.

“The award” means the Building Trades (Construction) Award 1987, No. R 14 of 1978.

“Trainee” means an employee who is bound by a traineeship agreement made in accordance with this agreement.

“Traineeship” means the Structures & Fit Out and Finish Traineeship which has been approved by the State Training Authority, or which has been approved on an interim basis by NETTFORCE, until final approval is granted by the State Training Authority. The core competencies to be attained by the trainee are detailed in Appendix B—Training Framework.

“Traineeship Agreement” means an agreement made subject to the terms of this agreement between the Company and the trainee for a traineeship and which is registered with the State Training Authority, NETTFORCE, or under the provisions of the appropriate State legislation. A traineeship agreement shall be made in accordance with the relevant approved traineeship scheme and shall not operate unless this condition is met.

“Traineeship scheme” means an approved traineeship applicable to a group or class of employees identified in Clause 5.—Objectives or to the building construction industry or a sector of the industry or an enterprise. A traineeship scheme shall not be given approval unless consultation and negotiation with the union upon the terms of the proposed traineeship scheme and the traineeship have occurred. An application for approval of a traineeship scheme shall identify the union and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiation have occurred. A traineeship scheme shall include a standard format which may be used for a traineeship agreement.

“Parties to the traineeship scheme” means the union and the company who have been involved in the consultation and negotiation required for the approval of the traineeship scheme.

“NETTFORCE” means the National Employment and Training Task Force.

“State training authority” means the Western Australian State Training Board.

Reference in this agreement to “the state training authority or NETTFORCE” shall be taken to be a reference to NETTFORCE in respect of a traineeship that is the subject of an interim approval but not a final approval by the state training authority.

“National Training Wage Interim Award” means the award made in the Australian Industrial Relations Commission [Print No. L5189 of 1994].

“Appropriate state legislation” means the State Employment and Skills Development Authority Act 1990 or any successor legislation.

7.—DURATION

This agreement will expire after 12 months from the date of registration unless otherwise agreed in writing between the parties prior to the expiration of the agreement.

8.—SINGLE ENTERPRISE

It is agreed that this agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the Western Australian Industrial Relations Act 1979.

9.—RELATIONSHIP WITH AWARD

This agreement shall be read wholly in conjunction with the award. Where this agreement is silent on rates of pay and other matters pertaining to the employment relationship, the award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in the agreement and the award the agreement shall apply.

10.—DISPUTE SETTLEMENT PROCEDURE

The settlement of questions, disputes or difficulties arising out of the operation of this agreement shall be the procedure outlined in the same terms as Clause 46.—Settlement of Disputes of the award.

11.—TRAINING CONDITIONS

(1) The trainee shall attend an approved training course or training programme prescribed in the traineeship agreement or as notified to the trainee by the appropriate state training authority in accredited and relevant traineeship schemes; or NETTFORCE if the traineeship scheme remains subject to interim approval.

(2) Each trainee will spend 400 hours (nominal) engaged in approved training. This will include the appropriate combination of on-the-job and off-the-job training.

(3) A traineeship shall not commence until the relevant traineeship agreement, made in accordance with a traineeship scheme, has been signed by the company and the trainee and lodged for registration with the state training authority or NETTFORCE, provided that if the traineeship agreement is not in a standard format a traineeship shall not commence until the traineeship agreement has been registered with the state training authority or NETTFORCE. The company shall ensure that the trainee is permitted to attend the training course or programme provided for in the traineeship agreement and shall ensure that the trainee receives the appropriate on-the-job training.

(4) The company shall provide a level of supervision in accordance with the traineeship agreement during the traineeship period.

(5) The company agrees that the overall training programme will be monitored by officers of the state training authority or NETTFORCE and the union and training records or work books may be utilised as part of this monitoring process.

(6) Training shall be directed at the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (e.g. literacy, numeracy, problem solving, teamwork, using technology) and as proposed to be included in the Australian Vocational Certificate Level 1 qualification. In addition, successful trainees will be issued with certificates of attainment in the modules of the Structures & Fit Out and Finish Traineeship upon the trainees reaching that level of competency.

(7) The union shall be afforded reasonable access to trainees during normal work hours for the purpose of explaining the role and functions of the union and enrolment of trainees as members.

12.—EMPLOYMENT CONDITIONS

(1) A trainee shall be engaged as a full time employee for a maximum of one year's duration provided that a trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the company. By agreement in writing, and with the consent of the state training authority or NETTFORCE and the union, the company and the trainee may vary the duration of the traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant traineeship scheme.

(2) The company shall not terminate the employment of a trainee, except in cases of wilful misconduct, without firstly having provided written notice of termination to the trainee concerned in accordance with the traineeship agreement and subsequently to the state training authority or NETTFORCE and the union. The written notice to be provided to the state training authority or NETTFORCE and the union shall be provided at least five working days prior to the termination.

(3) If the company chooses not to continue the employment of a trainee upon the completion of the traineeship it shall notify, in writing, the state training authority or NETTFORCE and the union of its decision and its reasons for the decision. Nothing shall prevent the trainee or his/her union from disputing this decision in a court or tribunal.

(4) The trainee is permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the traineeship agreement.

(5) Where the employment of a trainee by the company is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of the award or any other legislative entitlements.

(6) (a) The traineeship agreement may restrict the circumstances under which the trainee may work overtime and shift work in order to ensure the training programme is successfully completed.

(b) No trainee shall work overtime or shift work on their own.

(c) No trainee shall work shift work unless the parties to a traineeship scheme agree that such shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work trainees.

(7) All other terms and conditions of the award that are applicable to the trainee, or would be applicable to the trainee but for this agreement, shall apply unless specifically varied by this agreement.

(8) The right of entry provision contained in the award shall apply to the parties bound by this agreement.

(9) The parties agree that trainees are "workers" for the purposes of the Workers' Compensation and Rehabilitation Act 1981.

13.—WAGES AND ALLOWANCES

(1) Rates of pay for trainees shall be as follows:

	\$
Base Rate	329.00
Industry Allowance	15.90
Special Allowance	7.70
Fares Allowance	As per award
Redundancy	Nil
Follow the job loading	Nil
Superannuation	As per award
Annual Leave	As per award
Site/Other Allowances	As per relevant site agreement

(2) Site/other allowances will be payable whilst trainees are engaged in on-site work including on-the-job training.

(3) These wage rates will only apply to trainees while they are undertaking an approved traineeship which includes approved training as defined in this agreement.

(4) The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the apprenticeship system.

14.—CLOTHING AND FOOTWEAR

(1) The following items will be supplied to each trainee by the company, within five days of commencement.

- 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- 1 bluey jacket for each trainee (to be issued on or before 1 April).

(2) The Company will also make available to each trainee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

15.—SPECIAL ARRANGEMENTS

(1) The wage rates contained in this agreement are minimum rates and shall apply in accordance with the application of the National Training Wage Interim Award, where the accredited training and work performed are for the purpose of generating skills which have been defined for work at skill level B of the National Training Wage Interim Award.

(2) The provisions of this agreement shall not be reduced.

(3) The provisions of this agreement shall not cause a reduction of entitlements to any employee.

APPENDIX A—SIGNATORIES

For and on behalf of Midwest Training Group Inc.

E. Van Eede 6/5/1996

For and on behalf of The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers

K. Reynolds—Secretary 3/5/1996

APPENDIX B—TRAINING FRAMEWORK

Course Outcomes

The course aims to provide:

- an accredited entry level training programme for people wishing to pursue a career in the building and construction industry;
- an accredited training programme that incorporates the following key competencies at performance level 1—collecting, analysing and organising information; communicating ideas and information; planning and organising; working with others; using mathematical ideas and techniques; solving problems; and using technology;
- training and skill development in areas such as: communications, occupational health and safety, work organisation, plan reading and interpretation, the use of hand tools, plant and other equipment.

Outline of Course

The traineeship programme contains 16 compulsory modules. The module titled, Trainee Induction STR/FOF001, is a prerequisite for all other modules in the programme. There are no other prerequisites and therefore there is no prescribed sequence for the delivery of the modules in the programme.

Module Code	Module Title
STR/FOF001	Trainee Induction
STR/FOF002	Occupational Health and Safety
STR/FOF003	Industry Calculations
STR/FOF004	Plan Reading and Interpretation
STR/FOF005	Workplace Communication
STR/FOF006	Quality Concepts
STR/FOF007	Work Organisation
STR/FOF008	Construction Process
STR/FOF009	Materials Handling and Storage
STR/FOF010	Basic Concrete
STR/FOF011	Plant and Equipment
STR/FOF012	Hand Tools, Power Tools and Accessories
STR/FOF013	Manual and Mechanical Excavation
STR/FOF014	Demolition
STR/FOF015	Scaffolding
STR/FOF016	Oxy Acetylene Cutting/Basic Fit Out and Finish Skills
Duration:	400 Hours (nominal)

On-The-Job Training

The traineeship incorporates on and off-the-job delivery. It is envisaged that the off-the-job component will comprise the equivalent of one day per week of instruction over a twelve month period. During the remaining four days of the week the trainee is expected to be engaged in productive work with the company. Whilst at work, the trainee should be provided with opportunities to reinforce the skills and knowledge obtained in the off-the-job training period.

It is expected that, during the period at work the trainee will complete an approved skills assessment undertaken by a registered CTA Skills Assessor in each of the units of competency incorporated in the programme. The records of these skills assessments will be forwarded to the trainee, the training provider and the BCITC.

Entry Requirements

Trainees need to be able to read, comprehend and discuss printed information in English, write simple statements, recognise numbers and perform basic numeric calculations.

Recognition of Prior Learning

Trainees are entitled to have their prior learning recognised. The programme incorporates a recognition of prior learning procedure that acknowledges the skills and knowledge that trainees have obtained through:

- formal training;
- work experience; and
- life experience.

Delivery Modes

The traineeship is designed to be delivered to persons seeking employment in the building and construction industry.

—————

DELUXE EARTHMOVING PTY LTD INDUSTRIAL AGREEMENT
No. AG 143 of 1996.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and
Plasterers Union of Workers

and

Deluxe Earthmoving Pty Ltd.

No. AG 143 of 1996.

Deluxe Earthmoving Pty Ltd Industrial Agreement.

COMMISSIONER A.R. BEECH.

20 June 1996.

Order.

HAVING heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 and by consent, hereby orders—

THAT the Deluxe Earthmoving Pty Ltd Industrial Agreement be registered in accordance with the following Schedule commencing on and from the 19th day of June 1996.

(Sgd.) A.R. BEECH,
Commissioner.

[L.S]

—————

Schedule.

1.—TITLE

This Agreement will be known as the Deluxe Earthmoving Pty Ltd Industrial Agreement

2.—ARRANGEMENT

1. Title
2. Arrangement

3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Relationship With Awards
9. Enterprise Agreement
10. Wage Increase
11. Industry Standards
12. Clothing and Footwear
13. Training Allowance, Training Leave, Recognition of Prior Learning
14. Seniority
15. Sick Leave
16. All-In Payments
17. Pyramid Sub-Contracting
18. Drug and Alcohol, Safety and Rehabilitation Programme
19. Signatories

Appendix A—Wage Rates

Appendix B—Drug and Alcohol, Safety and Rehabilitation Programme

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers (hereinafter referred to as the "Union") and Deluxe Earthmoving Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

(1) This Agreement shall be binding upon the Company, the Union, its officers and members, and any person eligible to be a member of the Union employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. R 14 of 1978 (the "Award").

(2) There are approximately five employees covered by this Agreement.

(3) The scope of work covered by this agreement applies to commercial and housing construction work where more than four dwellings are being constructed or on projects where the total value of the contract exceeds \$284,000.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 July 1997.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46.—Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the Industrial Relations Act, 1979 as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Award, the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that, in the event of the Union and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate resulting in the wage rates in Appendix A—Wage Rates.

11.—INDUSTRY STANDARDS

It is a term of this Agreement that the Company will continue to meet its current level of payment into the Western Australian Construction Industry Redundancy Fund and will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$50 per week per employee.

12.—CLOTHING AND FOOTWEAR

(1) The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year.)

(2) The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

13.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

(1) A training allowance of \$11.00 per week per employee shall be paid by the employer to the Union Education and Training Fund.

(2) Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employer's approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than:

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

(3) The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per subclause (2) of this clause for such purposes including, but not limited to, securing Tradesmen's Rights Certificates.

14.—SENIORITY

(1) The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

(2) When applying the "first on last off" principle it is agreed, subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

(3) It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6.—Dispute Settlement Procedure.

(4) An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

15.—SICK LEAVE

For sick leave accrued after the 21st May 1996 the following will apply:

- (1) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (2) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

16.—ALL-IN PAYMENTS

(1) All-In methods of payments shall be prohibited.

(2) "All-In Payments" means any system of payment that is hourly, weekly, or daily which is either in lieu of payment for overtime, or in lieu of one or more of the various award conditions such as annual leave, public holiday payments, inclement weather, etc.

Provided that All-In payments do not include casual engagement on terms prescribed by the appropriate Award or agreement.

(3) If the company has been paying an employee an All-In rate the company shall be required to pay to the employee the difference (if any) between the employee's actual earnings and what the employee would have earned had he/she been paid award rates and conditions during his/her period of employment.

In addition to making the appropriate taxation deductions from the employee's wages, the company shall also be required to make the appropriate contributions to the C+BUSS and Portable Long Service Leave Schemes.

(4) If any party is of the view that this principle has been breached or is aware of a contracting arrangement on a site that is let to circumvent the payments prescribed under the award or this clause, the matter may, if not resolved by the head contractor, be negotiated between the parties or referred to the Western Australian Industrial Relations Commission.

(5) Any industrial action that may arise shall be confined to the company in breach of this clause.

17.—PYRAMID SUB-CONTRACTING

(1) "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

(2) Provided that, where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

(3) Further provided that, when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

(4) A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

(5) Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAMME

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation Programme as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Programme.

19.—SIGNATORIES

K. Reynolds

On behalf of The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers

Ernie Berryman
On behalf of Deluxe Earthmoving Pty Ltd
Dated this 21st day of May 1996.

APPENDIX A—WAGE RATES

	Date of Signing	1 August 1996	1 February 1997
	Hourly Rate \$	Hourly Rate \$	Hourly Rate \$
Labourer Group 1	14.21	14.66	15.11
Labourer Group 2	13.71	14.15	14.59
Labourer Group 3	13.35	13.77	14.20
Plasterer, Fixer	14.76	15.23	15.70
Painter, Glazier	14.43	14.89	15.35
Signwriter	14.73	15.20	15.68

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAMME

(1) PRINCIPLE

Employees dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

(2) FOCUS

- Site safety and the involvement of the site safety committee.
- Peer intervention and support.
- Rehabilitation.

(3) WORKPLACE POLICY

- (a) An employee who is dangerously affected by drugs or alcohol will not be allowed to work until that employee can work in a safe manner.
- (b) The decision on an employee's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/company representatives.
- (c) There will be no payment of lost time to an employee unable to work in a safe manner.
- (d) If this happens three times the employee shall be given a written warning and made aware of the availability of treatment/counselling. If the employee refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- (e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- (f) An employee having problems with alcohol and/or other drugs:
 - Will not be sacked if he/she is willing to get help.
 - Must undertake, and continue with, the recommended treatment to maintain the protection of this programme.
 - Will be entitled to sick leave or leave without pay while attending treatment.

(4) IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will:

- (a) Clearly state its endorsement of the BTG Drug and Alcohol Programme and comply with it.
- (b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Programme to address a meeting of employees to discuss and endorse the programme.
- (c) Authorise the attendance of appropriate company personnel eg. safety delegate/officer, safety committee members, union delegate, consultative committee member(s) at the two hour BTG Drug and Safety in the Workplace training course.

DEPARTMENT OF COMMERCE AND TRADE
ENTERPRISE BARGAINING AGREEMENT 1996.

No. PSG AG 7 of 1996.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Department of Commerce and Trade

and

The Civil Service Association of Western Australian Branch
and Another.

No. PSG AG 7 of 1996.

Department of Commerce and Trade Enterprise Agreement
1996.PUBLIC SERVICE ARBITRATOR
COMMISSIONER R.N. GEORGE.

18 June 1996.

Order.

HAVING heard Mr P. Brunner on behalf of the Applicant and Ms J. Blake on behalf of the Civil Service Association of Western Australia and the Federated Liquor and Allied Industries Employees' Union of Australia Western Australia Branch, Union of Workers, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Agreement known as the Department of Commerce and Trade Enterprise Bargaining Agreement 1996 signed by me for identification and attached hereto be and is hereby registered as an industrial agreement and shall have effect on and from 6 June 1996.

(Sgd.) R. N. GEORGE,

[L.S.]

Commissioner.

Schedule.

1.—TITLE

This Agreement shall be known as the Department of Commerce and Trade Enterprise Agreement 1996.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Objectives and Principles
4. Parties and number of employees bound
5. Scope of the Agreement
6. Definitions
7. Date and period of operation
8. No further claims
9. Relationship to parent Awards and Agreements
10. Single Bargaining Unit
11. Equity review
12. Mission Statement and Programs
13. Continuing Productivity
14. Workplace Reforms
15. Productivity Measurement
16. Dispute Settlement Procedure
17. Salary Increases
18. Parties to the Agreement

APPENDICES

- A. Replacement Clause 16 (Hours of Duty) of the Parent Award
- B. Salaries Schedule
- C. Workplace Reform Initiatives Schedule

3.—OBJECTIVES AND PRINCIPLES

The parties agree that the objectives of this Agreement are to:

- a. Improve the productivity and efficiency of the department.
- b. Ensure that the gains achieved through this Agreement from improved productivity and changes in workplace culture are shared by employees, the department and its clients and the Government on behalf of the Community.

- c. Ensure the department operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act for Public Administration (General Principles and Management).
- d. Promote the development of trust and motivation and to continue to foster enhanced employee relations.
- e. Facilitate greater flexibility in decision making and the allocation of human and other resources.
- f. Promote increased job satisfaction.
- g. Develop and pursue changes on a co-operative basis by the use of participative practices.

4.—PARTIES AND NUMBER OF EMPLOYEES BOUND

(1) This Agreement shall be binding upon the following parties

- (a) Civil Service Association of Western Australia Incorporated
- (b) Federated Liquor and Allied Industries Employees Union of Australia, Western Australian Branch, Union of Workers
- (c) Chief Executive Officer of the Department of Commerce and Trade

(2) It is estimated that 120 employees will be bound by this Agreement upon registration.

5.—SCOPE OF THE AGREEMENT

This Agreement shall apply to all to the employees of the Chief Executive Officer of the department who are members of, or eligible to be members of the Civil Service Association of Western Australia Incorporated (CSA) or the Federated Liquor and Allied Industries Employees Union of Australia, Western Australian Branch, Union of Workers (LTU).

6.—DEFINITIONS

- ‘Award’: the Public Service Award 1992
the Catering Employees and Tea Attendants (Government) Award 1982
- ‘Department’: the Department of Commerce and Trade
- ‘Employee’: for the purpose of this Agreement means a person employed by the Chief Executive Officer of the Department of Commerce and Trade who are members of, or eligible to be members of the CSA or the LTU.
- ‘Employer’: the Chief Executive Officer of the Department of Commerce and Trade
- ‘Government’: the State Government of Western Australia
- ‘Minister’: the Minister of the Crown responsible for the administration of the department
- ‘Union’: the Civil Service Association (CSA) and the Federated Liquor and Allied Industries Employees Union of Australia, Western Australian Branch, Union of workers (LTU).

7.—DATE AND PERIOD OF OPERATION OF THE AGREEMENT

- a. This Agreement shall operate from a date 3 months prior to lodgement for registration in the Western Australian Industrial Relations Commission and shall remain in force for a period of two years.
- b. The parties will commence negotiations on a new agreement six months prior to the expiration of this agreement.
- c. The parties agree to continue this agreement until it is replaced by a further agreement. Changes to rates of pay arising from this agreement will continue to apply, providing the broad principles of this agreement continue to be implemented.

8.—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the term of the Agreement there shall be no further salary or wage increase sought or granted except for those provided under the terms of this Agreement.

9.—RELATIONSHIP TO THE PARENT AWARD

This Agreement shall be read and interpreted in conjunction with the Award. In the case of any inconsistencies, this

Agreement shall have precedence to the extent of the inconsistencies.

10.—SINGLE BARGAINING UNIT

- a. This Agreement has been negotiated through a Single Bargaining Unit.
- b. The Single Bargaining Unit comprised representatives from the Department and the Civil Service Association, with the Civil Service Association as the agreed representative for the Federated Liquor and Allied Industries Employees Union of Australia, Western Australian Branch, Union of Workers.
- c. The Single Bargaining Unit will appoint a representative committee to monitor progress towards achievement of milestones.

11.—EQUITY REVIEW

The parties are committed to promoting equal opportunity for all people in accordance with the Equal Opportunity Act (1984) of Western Australia.

12.—MISSION STATEMENT AND PROGRAMS

The parties acknowledge that the department’s Mission Statement and Programs may need to be refined and built upon from time to time.

The current mission of the department is *to make a difference by maximising the contribution of commercial and trading activities to the economic development of Western Australia.*

Program 1: Investment and Trade Development

Objective : To promote, foster and facilitate investment and trade growth and the development of WA industry by providing information, assistance and support to individual enterprises and business organisations.

Program 2: Regional Development

Objective: To promote and facilitate regional economic development through provision of information, representation and assistance to benefit communities, organisations and businesses in regional WA.

13.—CONTINUING PRODUCTIVITY

The parties are committed to the continued development and implementation of a broad agenda of initiatives designed to increase the efficiency and effectiveness of the program and services delivered by Commerce and Trade.

The parties agree that a broad range of initiatives have already been implemented in Commerce and Trade that have resulted in a more effective and efficient delivery of services within existing resources. These initiatives are on-going and are included in this agreement as part of the continuing productivity initiatives within the agency.

13.1 STRUCTURAL REFORM

Close consideration was given to the findings of the Commission to Review Public Sector Finances (the McCarrey Report) and an ongoing review process of the department’s structure and activities is in place, resulting in a streamlining of departmental structure from *six to four divisions* in line with the Government’s Public Sector Reform process and in order to achieve greater increases in effectiveness and efficiency. The department’s three operating divisions are now Enterprise Development, Investment and Trade Development and Regional Development and Infrastructure Divisions, with a Corporate Services Division providing administrative services.

13.2 PLANNING AND PROGRAMS

The Program and Sub- program statements and their corresponding objectives have been revised and now reflect:

- a. **a structured corporate planning process** clearly linking Program and Sub-program objectives and individual activities,
- b. a primary focus in **encouraging and facilitating innovation in the State**, to develop the State’s comparative advantage.
- c. **an enhanced market focus** emphasising the creation of a skills base, “best practice” business performance, development of external markets and capturing the state’s strengths and capabilities
- d. **a project management approach** to work arrangements assisting with the management of cross program issues.

13.3 CUSTOMER FOCUS

The department has, and is currently upgrading its emphasis on customer service by:

- a. creating a *Customer Service Council*, which has developed a *Customer Service Charter*.
- b. *instituting a program of effectiveness evaluations, systematic environmental scanning and market research*.
- c. *providing unsuccessful applicants for industry assistance with counselling* as a means of providing enhanced feedback in line with client needs.
- d. reviewing and *developing a more strategic marketing approach* via strategies designed to raise the awareness levels in the business community of all program objectives, resulting in clients needing assistance knowing what is available, the governing conditions and how to obtain assistance.

13.4 INTERNAL SYSTEMS AND PROCEDURES

a. New Technology

To ensure that opportunities to increase the department's *productivity using advances in technology* are realised a review of the department's information technology systems resulted in upgraded systems to enable the department to:

- Ø to better provide programs and services relevant and accessible to its clients,
- Ø gain the commitment of staff to continually improve Commerce and Trade's performance;
- Ø improve employee satisfaction by enabling staff to have greater control over their work processes and access to information;
- Ø improve quality of work;
- Ø use of staff resources more flexibly, and
- Ø to receive more positive client feedback on the timeliness of information and business service.

The full achievement of productivity and efficiency gains will only be realised from new technology and innovations if employees are appropriately trained. To support the introduction and development of new technology and innovations within Commerce and Trade, **employees are undertaking extensive technology training and systems development** to efficiently implement and utilise new work and information related processes.

b. Internal Marketing

An ongoing *internal marketing program to increase the knowledge of staff* of the range of services provided by the department supports the active promotion of a customer service ethic. This includes regular reporting to staff by the CEO and Division heads on the outcomes of major planning activities, adopting a customer service philosophy at every level in the organisation, providing ongoing briefings at the Divisional/Branch level and the use of Newsflash all ensure that staff are well informed and knowledgeable in the provision of services to clients.

c. Administrative Procedures

A *centrally maintained database of administrative policies and procedures* for all activities in the department is being developed to ensure compliance with Government and departmental policies and procedures.

d. Management Protocols

Protocols are being developed and implemented in areas where there are *clear linkages and common interest with State and Federal Government agencies*, thus promoting effective communication between the department and those agencies to ensure a better use of State and Federal agencies.

e. "One Stop Shop" (Gateway) Concept

Commerce and Trade's primary information "one stop shop" (Gateway) concept for handling initial enquiries is being expanded to enable easy access by potential and actual clients.

f. Library

A joint departmental library to service both Commerce and Trade and the Department of Resources Development indicates ongoing efficiencies being achieved in *resource management* without any loss of productivity or service.

13.5 HUMAN RESOURCE MANAGEMENT

A *Human Resource Management Strategy (1994-1996)* was developed and implemented with the *aim of supporting the business needs and objectives of the department*. The major elements of the strategy have resulted in:

- a. The conducting of an *organisational (staff attitude) climate survey* to identify organisational satisfiers and dissatisfiers and the implementation of appropriate strategies to make the department *a better and more productive place to work*.
- b. The *enhancement* of the department's *Performance Management System* to further integrate the work contribution of staff to the mission of the department. This initiative has been *integrated* with a *comprehensive Training Needs Analysis* which was conducted with the aim of identifying and *addressing the training and development needs of staff*.
- c. The implementation of a *Graduate Recruitment Program* ensures appropriately qualified base grade entrants are available to provide a pool of skilled staff.

14.—WORKPLACE REFORMS

The parties have considered a broad agenda of improvement initiatives, including those outlined in Clause 13 above, and the parties' commitment to these initiatives and the subsequent changes to the employee competencies and work processes will achieve real gains in efficiency and flexibility during the life of this Agreement. These initiatives are grouped as follows:

- Departmental Priorities
- Interface with Industry
- Internal Systems and Procedures
- Human Resource Management
- Conditions of Employment

Each of these initiatives require employees to develop new competencies and implement new work processes to further enhance the department's efficiency and effectiveness.

- Employee requirements arising from these initiatives are:
- multi-skilling to increase skill levels and provide for flexible resource deployment
 - acceptance of increased accountability
 - increased mobility for employees
 - additional responsibility due to devolution
 - responsibility for development of and working to achieve operational plans
 - commitment to best practice and continuous improvement
 - commitment to development and implementation of a productivity measurement process

14.1 DEPARTMENTAL PRIORITIES

a. Continuous Improvement

In the context of Total Quality Management (TQM), Continuous Improvement is a philosophy and methodology that focuses on the Customer and seeks continuous improvement in the quality of performance of all the processes in an organisation and of the product and services that are the outcomes of those processes (Appendix C refers).

The parties agree to *implement continuous improvements* on the basis of seeking to deliver *value for money services reliably and effectively*.

To support the development of quality systems and quality improvement processes, the employer and employees will **implement processes to support continuous improvement** throughout the organisation. For the term of this Agreement this will involve:

Employees taking responsibility for improving operations, functions and work processes at workplace level;

Employee involvement in documenting core procedures critical for operational performance;

Employee involvement in internal auditing of and accountability for compliance with procedures;

The formation of consultative mechanisms to enable employee participation in the decision making process, the formulation and documentation of procedures, monitoring of performance, and problem solving, productivity and efficiency issues;

Based on the above, involvement of employees moving towards Quality Assurance of identified areas.

b. Interaction With Federal Agencies

The parties intend to **ensure that a high level of interaction is maintained between Commerce and Trade and State/Federal agencies** to augment rather than duplicate existing programs and schemes. This will be embodied as a requirement in the agreements developed between the department and its clients (Appendix C refers).

Employees will be required to:

consult and liaise with client agencies to identify areas of potential overlap and develop solutions to harness those relevant and appropriate for Commerce and Trade's case.

c. Competitive Tendering and Contracting

The parties agree to consult in relation to process initiatives aimed at the **continued implementation of Competitive Tendering and Contracting (CTC) in appropriate activities** within the department, such as market testing internal delivery of services, and the continued use of contractors and to examine the **feasibility of outsourcing funding grant selection services** to an independent agency to provide an independent decision making process **for applications for assistance** (Appendix C refers).

Employees will be required:

to acquire additional skills and undertake additional responsibilities in diverse areas such as CTC management, consultant selection, bid evaluation and contract management.

to accept that staff mobility within and/or external to the department and service may be a consequence of any CTC outcome.

14.2 INTERFACE WITH INDUSTRY

a. Customer Focus

The parties agree to **investigate and implement additional methods of enhancing and improving client service delivery** during the life of the agreement. A recent example of customer service enhancement is the expansion of the Gateway service, requiring employees to adopt multi-skilling and multi-tasking responsibilities to implement the initiative (Appendix C refers).

b. Publications

The parties agree that the department will **publish explicit and transparent criteria and guidelines for all industry assistance schemes** to assist clients in applying for industry assistance and therefore increase opportunities for economic growth (Appendix C refers).

Employees will be required to acquire skills in procedure documentation and to ensure all criteria and guidelines are adequately a documented and publicised.

14.3 INTERNAL SYSTEMS AND PROCEDURES

a. New Technology and Innovation

The parties are committed to the **development and timely implementation of new technology and management**

systems during the life of the Agreement. The following are examples of systems to be introduced:

Financial Management Information System

Client Management System

Ministerial Tracking System

Records Management System

Employees will be accountable and responsible for design, implementation, use and data maintenance, the date integrity of these and other systems as they are developed. Significant skill acquisition and user training will be required of employees to adapt to this changing technology.

To provide services successfully in a changing environment, the development and timely implementation of new technologies and management systems is paramount. Commerce and Trade is committed to the introduction of innovative and cost effective new technology.

During the life of the Agreement all parties are committed to the implementation and continual development of innovative solutions to **reduce operating costs, and to improve the productivity and development** in the use of new technology.

Employees are required to accept responsibility for acquisition of technology based competencies to enable and equip them in this area.

b. Benchmarking

The parties agree the department will **develop appropriate cost time data record keeping to facilitate benchmarking of the department's activities** (Appendix C refers). This will be achieved in part by the introduction of an accrual based corporate financial management system to relate expenditure to the provision of services, however employees will be required to embrace and be trained in the reporting requirements of such a system.

c. Case management

The parties agree to **institute a relationship/case management system** for dealing with clients. This strategy will improve customer service through improved client management (Appendix C refers).

Employees will need to acquire competencies across a range of services and work areas to ensure the effective management of specific client needs.

d. Introducing Best Practice in Financial Management

The department intends to introduce **best practice in Financial Services**, a cornerstone of implementing Government policy. This will include the introduction of an upgraded integrated Financial Management Information System and the adoption of Accrual Accounting, being achieved within existing departmental resources. Employees will be required to undertake training and gain specific financial management competencies to enable them to accept an increasingly devolved data input function with the additional workload being absorbed by the increased productivity of staff.

14.4 HUMAN RESOURCE MANAGEMENT

The parties are committed to **ensuring that the department is staffed with people who have the competence to collectively achieve the corporate mission**.

This will be achieved by

a. Developing the department's **Human Resource Strategy, 1996-1999** to replace the current 1994-1996 strategy.

b. **Reviewing staff recruitment policy** to introduce a bias towards commercial/industry experience to ensure that staff recruitment is aligned to the needs of the business community. Employees will be responsible for reviewing position documentation and for accepting the department's requirement for private sector experience for future recruitment activities (Appendix C refers).

c. Investigating a **program of regular secondments of staff out into industry**, and people from **industry into the department** to develop a closer affinity with the private sector. This will increase employee

mobility both internally and externally and assist in multi-skilling employees (Appendix C refers).

- d. Provision of a *safer working environment* by the continual identification, correction and removal of work situations which present a potential health and safety hazard and the training of employees in safe working procedures.
- e. Providing *health and welfare* services to its employees giving employees access to advice and counselling services on health and welfare matters that could be adversely affecting work performance.
- f. Encouraging staff to undergo *business training/education* so that they are more knowledgeable and skilled and providing *management and leadership training* to enhance skill levels and instil a *leadership role ethos* in managers (Appendix C refers).

Employees, and managers undertake responsibility for Performance Management agreements that will identify suitable development opportunities and will be provided with assistance to undertake such training.

Ongoing implementation of the findings of a comprehensive training needs analysis (Appendix C refers) which the parties agree that the findings of the training needs analysis will continue to be implemented to assist staff in:

Providing programs and services relevant and accessible to the department's clients

Continue working as a committed team with a shared vision of achievement, with employees being the key resource

Continually striving to improve the department's performance

Acknowledging that a significant amount of Commerce and Trade's work involves staff attending meetings, seminars and conferences *in their own time after normal business hours* and on weekends. Additionally, extensive international, interstate and intrastate travel necessitates significant out of hours duty. As the majority of this is undertaken by staff above level 5 this is *currently unrecognized for remunerative purposes*. It is anticipated that this requirement for out of hours duty will possibly increase with an expanded client base and increasing client contact/servicing requirements.

14.5 CONDITIONS OF EMPLOYMENT

See Appendix A. The clause in Appendix A replaces Clause 16 of the Parent Award.

15.—PRODUCTIVITY MEASUREMENT

In order to measure current and prospective productivity, the department is developing a comprehensive productivity measurement model. This model is based around the concept of total factor productivity and will provide for the measurement of key input variables.

Key output variables of the department will be converted to an efficiency index, thus deriving a percentage salary increase after allowing for gainsharing with the government. This process delivers a productivity based measurement tool that is linked to the business outputs of the department.

The model will be further developed and refined over the period of the agreement, however, the parties agree that significant changes in work practices will be necessary to ensure adequate measurement frameworks and data collection methods are in place.

Once the Chief Executive Officer (CEO) considers that the model is a final state appropriately reflecting the business of Commerce and Trade, the CEO will engage a management consulting firm (the "consultant") to assess the efficacy of the productivity measurement model. This assessment will take into consideration the potential for employees to receive financial reward, and will be capped to a maximum of 5%.

16.—DISPUTE SETTLEMENT PROCEDURE

1. The objective of this procedure is to provide a mechanism for dealing with any question or dispute that arises between the parties about the meaning or the effect of this Agreement.

2. In the event of any question, dispute or disagreement under subclause (1) of this clause, arising between the parties, the following procedures shall apply:

- a. The matter is to be discussed between the employee and/or a representative and the employer's representative as soon as practicable but within two working days of the written/verbal notification of the existence of the dispute. Such notification shall include the parties interpretation of the matter under dispute.
- b. If the matter is unable to be resolved through discussions within five working days of the notification, the dispute may be referred to the Western Australian Industrial Relations Commission. (WAIRC) for a conference for the purpose of settling such dispute.
- c. Where any matter is referred to the WAIRC and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the State Wage Principles. The parties agree to incorporate the outcome of any proceeding before the WAIRC in this Agreement.

17.—SALARY INCREASES

1. The parties agree that the following salary increases will be paid:

- a. An increase of 4% for continuing productivity improvements and the introduction of a 38 hour week to apply on and from 18 January 1996.
- b. A 3% increase from 30 June 1996 subject to the department being able to substantiate to the Cabinet Sub Committee on Labour Relations the satisfactory progress towards the development of a suitable productivity model.
- c. A percentage increase payable on 30 June 1997 to be based upon the increased productivity in the preceding twelve (12) month period. This will be subject to verification by an independent party and approval by the Cabinet Sub Committee on Labour Relations to a maximum of 5%.

18.—PARTIES TO THE AGREEMENT

Signed for and on behalf of the Department of Commerce and Trade, by

Dated the day of 1996

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated, by

Dated the day of 1996

Signed for and on behalf of the Federated Liquor and Allied Industries Employees Union of Australia, Western Australian Branch, Union of Workers, by

Dated the day of 1996

APPENDIX A

The following clause replaces Clause 16 of the Parent Award.

1. Prescribed Hours of Duty

Prescribed hours of duty to be observed by officers shall be *seven hours thirty six minutes per day* to be worked between 7.00 am and 6.00 pm Monday to Friday as determined by the Chief Executive Officer with a lunch interval of thirty minutes to be taken between 12.00 noon and 2.00 pm. Subject to the lunch interval prescribed hours are to be worked as one continuous period.

The Chief Executive Officer may vary the prescribed hours of duty to be observed by giving one months notice in writing to the division or branch officers to be affected by the change.

2. Other Working Arrangements

a. The Chief Executive Officer may vary the prescribed hours of duty observed in the department so as to make provision for:

- i) The attendance of officers for duty on a Saturday, Sunday, Public Holiday or on a Public Service Holiday.
- ii) The nature of the duties of an officer or class of officers in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an officer shall not be required to work more than five hours continuously without a break.

b. Notwithstanding the above, where it is considered necessary to provide more economic operations, the Chief Executive Officer may authorise the operation of alternative working arrangements in the department.

The continued operation of any alternative working arrangements, so approved, will depend on the Chief Executive Officer being satisfied that the efficient and effective functioning of the department is being enhanced by its operation.

Other working arrangements can be by agreement between management and staff and may include:

- i) The operation of flexitime as specified in subclause (3) of this clause, or
- ii) The operation of a nine day fortnight as specified in subclause (4) of this clause
- iii) The operation of permanent part-time employment as specified in Clause 9 Part Time Employment of the Award.

3. Flexitime Arrangements

a. Flexitime Roster

- i) The authorisation of a flexitime roster shall be the responsibility of the Chief Executive Officer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexi leave.
- ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected officers no later than three days prior to the settlement period commencing.
- iii) The roster shall be prepared in consultation with the officers, subject to the Chief Executive Officer retaining the right to determine the needs of the department.
- iv) Subject to four weeks notice being given to affected officers, the Chief Executive Officer may withdraw the authorisation of a flexitime roster.

- b. i) The prescribed hours of duty may be an average of 7 hours and 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week period shall be 152 hours.
- ii) For the purposes of leave, Public Holidays and Public Service Holidays, a day shall be credited as 7 hours 36 minutes.

c. Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, officers may select their own starting and finishing times within the following periods:

- 7.30 am to 9.30 am
- 12.00 noon to 2.00pm (Minimum half an hour break)
- 3.30 pm to 6.00 pm

d. Core Periods

Officers must work in the following core periods unless unavoidably absent due to illness or approved leave:

- 9.30 am to 12.00 noon
- 2.00 pm to 3.30 pm

e. Lunch Break

- i) An officer shall be allowed to extend the meal break between 12 noon and 2.00 pm of no less than 30 minutes but not exceeding 45 minutes except as provided below.
- ii) An officer may be allowed to extend the meal break beyond 45 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the officer's supervisor.

f. Flexi leave

- i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an officer may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any settlement period.
- ii) Approval to take flexi leave is subject to the officer having accrued sufficient credit hours to cover the absence prior to taking the leave.
In exceptional circumstances and with the approval of the Chief Executive Officer, flexi leave may be taken before accrual subject to such conditions as the Chief Executive Officer may impose.

g. Settlement Period

- i) For recording time worked, there shall be a settlement period which shall consist of four weeks.
- ii) The settlement period shall commence at the beginning of a pay period.
- iii) The required hours of duty for a settlement period shall be 152 hours.

h. Credit Hours

- i) Credit hours in excess of the required 152 to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period
- ii) Credit hours in excess of 7 hours 36 minutes at the end of the settlement period shall be lost.
- iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

i. Debit Hours

- i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.
Such debit hours shall be carried forward to the next settlement period.
- ii) For debit hours in excess of 4 hours, an officer shall be required to take leave without pay for the period necessary to reduce the debit hours to those specified on paragraph (I)(I) of this subclause.
- iii) Officers having excessive debit hours may be placed on standard working hours in addition to being required to take leave without pay.

j. Maximum Daily Working Hours

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

k. Study Leave	Level 2				
Where study leave has been approved by the Chief Executive Officer pursuant to the provisions of Clause 25.-Study Leave of the Award, credits will be given for education commitments falling within the prescribed hours of duty and for which "time off" is necessary to allow for attendance at formal classes.	1st year	\$27,367	\$28,462	\$29,316	
	2nd year	\$28,070	\$29,193	\$30,069	
	3rd year	\$28,809	\$29,961	\$30,860	
	4th year	\$29,590	\$30,774	\$31,697	
	5th year	\$30,407	\$31,623	\$32,572	
	Level 3				
l. Overtime	1st year	\$31,530	\$32,791	\$33,775	
	2nd year	\$32,405	\$33,701	\$34,712	
	3rd year	\$33,307	\$34,639	\$35,678	
	4th year	\$34,233	\$35,602	\$36,670	
i) Officers receiving at one day's notice shall be required to work the prescribed hours of duty determined by the Chief Executive Officer under clause I of this appendix. ii) Where an officer is required to work overtime at the conclusion of a day with less than one day's notice, and (aa) where an officer has at the commencement of the day 2 hours or more flexitime credits, the officer shall be paid overtime after 5 hours work on that day, or for the time worked after 3.30 pm, whichever is the earlier, or (bb) where an officer has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the officer shall be paid overtime, for the time worked after the completion of prescribed hours of duty or after working 7 hours 36 minutes on that day, whichever is earlier, or (cc) where that officer has commenced work after 8.30 am and has, at the commencement of that day, less than two hours flexitime credits, the officer shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is earlier. iii) Where an officer is required to work overtime at the beginning of the day with less than one day's notice, that officer shall be paid overtime for any time worked prior to the commencing time for prescribed hours of duty determined by the Chief Executive Officer under sub-clause (1) of this clause.	Level 4				
	1st year	\$35,503	\$36,923	\$38,031	
	2nd year	\$36,498	\$37,958	\$39,097	
	3rd year	\$37,522	\$39,023	\$40,194	
		Level 5			
	1st year	\$39,494	\$41,074	\$42,306	
	2nd year	\$40,827	\$42,460	\$43,734	
	3rd year	\$42,212	\$43,900	\$45,217	
	4th year	\$43,649	\$45,395	\$46,757	
		Level 6			
	1st year	\$45,960	\$47,798	\$49,232	
	2nd year	\$47,531	\$49,432	\$50,915	
3rd year	\$49,157	\$51,123	\$52,657		
4th year	\$50,893	\$52,929	\$54,517		
	Level 7				
1st year	\$53,555	\$55,697	\$57,368		
2nd year	\$55,397	\$57,613	\$59,341		
3rd year	\$57,401	\$59,697	\$61,488		
	Level 8				
1st year	\$60,658	\$63,084	\$64,977		
2nd year	\$62,991	\$65,511	\$67,476		
3rd year	\$65,884	\$68,519	\$70,575		
	Level 9				
1st year	\$69,497	\$72,277	\$74,445		
2nd year	\$71,938	\$74,816	\$77,060		
3rd year	\$74,722	\$77,711	\$80,042		

APPENDIX B

PUBLIC SERVICE AWARD (1992)

Classification	Current Rate of Pay	Rate of Pay from 18 January 1996 with 4% increase	Rate of Pay from 30 June 1996 with 3% increase
Level 1			
Under 17 years	\$10,873	\$11,308	\$11,647
17 years	\$12,707	\$13,215	\$13,611
18 years	\$14,822	\$15,415	\$15,877
19 years	\$17,157	\$17,843	\$18,378
20 years	\$19,267	\$20,038	\$20,639
1st year	\$21,165	\$22,012	\$22,672
2nd year	\$21,817	\$22,690	\$23,371
3rd year	\$22,468	\$23,367	\$24,068
4th year	\$23,115	\$24,040	\$24,761
5th year	\$23,766	\$24,717	\$25,459
6th year	\$24,417	\$25,394	\$26,156
7th year	\$25,166	\$26,173	\$26,958
8th year	\$25,684	\$26,711	\$27,512
9th year	\$26,450	\$27,508	\$28,333

APPENDIX B

CATERING EMPLOYEES AND TEA ATTENDANTS (GOVERNMENT) AWARD 1982

Tea Attendants	Current Rate of Pay (per week)	Rate of Pay from 18 January 1996 with 4% increase	Rate of Pay from 30 June 1996 with 3% increase
	\$297.20	\$309.08	\$318.36

In addition to the above wage rates service pay will be paid for each year of service at the following rates per week:

Year			
1	\$49.70	\$51.68	\$53.23
2	\$54.30	\$56.47	\$58.16
3	\$58.30	\$60.63	\$62.45

WORKPLACE REFORM INITIATIVES SCHEDULE

INITIATIVE	CORPORATE IMPACT	MEASUREMENT	TARGETS	IMPACT ON/ REQUIREMENTS OF EMPLOYEES	CORPORATE OUTCOME	VALUE (NOTIONAL) SAVINGS (REAL)	VALUE (NOTIONAL) SAVINGS (REAL)
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DEPARTMENTAL PRIORITIES

		JULY 1996		JULY 1997			
1. Continuous Improvement	Continuous improvement in the quality of performance of all processes, products and services.	Customer surveys. Savings in recurrent expenditure due to initiatives identified and adopted.	Improvement in customer feedback against previous customer surveys. QA certification for identified areas.	Identify through consultation with customers and implement methods for improving processes. <ul style="list-style-type: none">Multi-skilling to enhance knowledge and mobility of employees.Participation in QA accreditation requirements.	Improved quality of service delivered to the customer with the same/less resources.	<ul style="list-style-type: none"> Quality accreditation to ISO 9002 to be completed by Enterprise Development Division by July 1996 Resultant 2-3% reduction in wastage and rework. Improved quality of service delivered to the clients with the same/less resources eg: improved turn around time, increased client visits. 	<ul style="list-style-type: none"> Ongoing reductions in wastage and rework. Ongoing improvements.
	Absorb resource new government initiatives. - Legislation - Client focus - HRIS - FMIS.						

<p>2. Interaction with Federal Agencies</p>	<p>High level of interaction will ensure that the department augments rather than duplicates federal programs and schemes.</p>	<p>Number of agreements developed with this requirement and its clients.</p>	<p>Increased number of agreements incorporating this requirement.</p>	<p>Identification of duplicate programs through consultation. Flexibility to redirect resources to core activities. Skilling of employees to allow ease of mobility.</p>	<p>Reduction in resource overlaps.</p>	<p>Increase the number of agreements incorporating this requirement by 10%.</p>	<p>Increasing the number of agreements incorporating this requirement by a further 10%.</p>
<p>3. Competitive Tendering and Contracting</p>	<p>Provision of appropriate services to complement the core function of the department.</p>	<p>Number of activities contracted and the quality of service provided. Cost/Quality efficiency improvement of remaining in-house services: other providers.</p>	<p>Increase as appropriate the number of services contracted. Management of non-staff resources. Mobility of any affected staff.</p>	<p>Additional skill acquisition in contracting out/contract management. More efficient use of internal resources. More effective use of external providers.</p>	<p>Improved quality of service through reduction in overheads. More efficient use of internal resources. More effective use of external providers.</p>	<p>CTC Reduction in Overheads - Front Reception \$16,500 - Administration/ Clerical Services \$33,500 - Public Relations Publishing \$ 7,500 - Specialist Contractors \$75,000 = \$132,500 Savings</p>	<p>\$16,500 \$33,500 \$ 7,500 \$75,000 = \$132,500 Savings</p>

WORKPLACE REFORM INITIATIVES SCHEDULE

INITIATIVE	CORPORATE IMPACT	MEASUREMENT	TARGETS	IMPACT ON/ REQUIREMENTS OF EMPLOYEES	CORPORATE OUTCOME	VALUE (NOTIONAL) SAVINGS (REAL)	VALUE (NOTIONAL) SAVINGS (REAL)
<p>4. Customer Focus</p>	<p>Enhancing and improving client service delivery and quality.</p>	<p>Customer surveys.</p>	<p>Improvement in customer feedback against previous customer surveys.</p> <ul style="list-style-type: none"> Maintenance of a customer satisfaction rating above 80%. 	<p>Consult with customers and implement appropriate improvement strategies.</p> <p>Multi-skilling of staff.</p>	<ul style="list-style-type: none"> Maintain quality of service Reduction in overheads More efficient use of internal resources. 	<ul style="list-style-type: none"> Maintenance of a customer satisfaction rating above 80%. Reduction in administrative overheads of 1% from each of the 4 Divisions. The reduction of 6 Divisions to 4 will assist. <p>Anticipated savings = \$5,000</p>	<ul style="list-style-type: none"> Maintenance of a customer satisfaction rating above 80%. Reduction in administrative overheads of 1% from each of the four Divisions. <p>Savings anticipated = \$20,000</p>

DEPARTMENTAL PRIORITIES

<p>5. <i>Publication of Criteria and Guidelines for Industry Assistance Schemes</i></p>	<p>Assist the business community in applying for industry assistance schemes and therefore increase opportunities for economic growth.</p>	<p>Number of applications received. Timeliness of evaluation.</p>	<p>Increased number of applications. Assessments more efficient.</p>	<p>Provision of assistance to prospective applicants. Increased flexibility in deployment of staff. Increased accountability in meeting service standards.</p>	<p>Improved quality of service delivered to the customer with the same resources. Development of service standards.</p>	<p>Notional saving/improvement to industry. - Less time wasted by industry and the department. Notional value 0.25 FTE = \$11,250.</p>	<p>Notional saving/improvement to industry. Less time wasted by industry and the department. Notional value 0.5 FTE = \$22,500.</p>
<p>6. <i>Public Relations Marketing (PRM) Strategy</i></p>	<p>Improved public and business community understanding of the role of the department.</p>	<p>Number of promotion and marketing activities initiated. eg: publications, face to face, promotion forums.</p>	<p>Increased number of promotion and marketing activities.</p>	<p>Consulting with customers and participating in appropriate promotion and marketing activities. Identifying of potential PRM strategies. Skilling of employees in PRM aspects.</p>	<p>Improved and increased profile of services with the same/less resources.</p>	<p>Notional saving to industry - Less time wasted by industry and the department. Notional value 0.25 FTE = \$11,250.</p>	<p>Notional saving to industry - Less time wasted by industry and the department. Notional value 0.5 FTE = \$22,500.</p>

<p>7. New Technology and Management Systems</p>	<p>Improvement management systems to support the business operation of the department and improve service delivery.</p>	<p>Number of new management systems and improvements introduced measured by efficiency and effectiveness.</p>	<p>Improved management systems, such as</p> <ul style="list-style-type: none"> • Client Mgt Infor System • Ministerial tracking system • Records Mgt system • Financial Mgt system • Project Mgt system <p>developed and implemented.</p>	<p>Assisting in identifying management system deficiencies and participation in improvement strategies.</p> <p>Participation in development and implementation of systems.</p> <p>Undertaking training in use of new systems.</p> <p>Increased responsibility with devolved on-line data entry.</p>	<ul style="list-style-type: none"> • Improved customer service with same resources. • Enhanced management information to improve decision making. • Reduction in system inefficiencies leading to better management. 	<ul style="list-style-type: none"> • Notional saving to industry/ clients and department through more efficient processing. - in house implementation of systems using existing resources. - significant additional training and skill acquisition accommodated in addition to existing workloads. 	<ul style="list-style-type: none"> • Notional saving to industry/ clients and department through more efficient processing. - in house implementation of systems using existing resources. - significant additional training and skill acquisition accommodated in addition to existing workloads.
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WORKPLACE REFORM INITIATIVES SCHEDULE

INITIATIVE	CORPORATE IMPACT	MEASUREMENT	TARGETS	IMPACT ON/ REQUIREMENTS OF EMPLOYEES	CORPORATE OUTCOME	VALUE (NOTIONAL) SAVINGS (REAL)	VALUE (NOTIONAL) SAVINGS (REAL)
INTERNAL SYSTEMS AND PROCEDURES							
8. Bench marking	Identification/ establishing benchmarks, with cost data record keeping at scheme level to facilitate bench marking of the department's activities.	Benchmarks implemented. The extent to which record keeping is adopted.	Increased record keeping activity at scheme level benchmarked internally. Positive comparisons over time both internally and externally.	Keeping activity records. Developing and implementing internal and external benchmarks. Acceptance of performance measurement against benchmarks. Flexibility in staffing to allow resource reallocation to meet priorities.	<ul style="list-style-type: none"> Improved management information for decision making. Better and more effective utilisation of resource potential. 	<p style="text-align: center;">JULY 1996</p> <ul style="list-style-type: none"> Timeline/milestones developed for 1996-1997. Development and implementation of the multi factor productivity model. Productivity measurement to be based on a MFP type model. 	<p style="text-align: center;">JULY 1997</p> <ul style="list-style-type: none"> Full implementation of all initiatives. Measurement of productivity gains based on MFP.
9. Case Management	Improved client management.	Customer surveys.	Maintenance/ improvement in customer feedback against previous surveys - target 80% or better.	Increased consultation with customers and implementing appropriate actions to improve service delivery.	<ul style="list-style-type: none"> Improve customer service. 	<ul style="list-style-type: none"> Notional value/improvement in service delivery to industry. 	<ul style="list-style-type: none"> Notional value/improvement in service delivery to industry.

<p>10. Review of Staff Recruitment Policy - Commercial Industry Experience</p>	<p>Recruitment of appropriately experienced staff to meet business/industry needs and enhance program outcomes.</p>	<p>Number of appropriate JDF's amended. Customer surveys.</p>	<p>All appropriate JDF's identified and amended. Improvement in customer feedback against previous surveys.</p>	<p>Acceptance and acknowledgement that commercial/industry experience is a desirable criteria. Flexibility of staff to move within/outside department and public sector.</p>	<ul style="list-style-type: none"> Improved quality and relevance of service delivery to business/industry needs with the same resources. 	<ul style="list-style-type: none"> Notional savings/improvement to industry. Notional value/improvement in quality of service to industry. 	<ul style="list-style-type: none"> Notional savings/improvement to industry. Notional value/improvement in quality of service to industry.
<p>11. Business Training/ Education and Industry Exchange Program</p>	<p>Improved customer service through the integration of customer/business needs into departmental programs and planning. Improved program relevance congruent to industry need/direction.</p>	<p>Customer surveys. Number of exchange programs initiated.</p>	<p>Improvement in customer feedback against previous surveys. Successful staff interchanges with private/public sectors. Number of placements post July 1996 1 by Dec 1996 1 by July 1997</p>	<ul style="list-style-type: none"> Improved quality of service delivery with the same resources. Improved quality of service delivery with the same resources. 	<p>Improvement in customer feedback against previous surveys. To provide a minimum of 1 business education opportunity to staff per quarter. Staff to participate by identifying possible exchanges with industry, skill and competency development and business/industry education.</p>	<ul style="list-style-type: none"> Notional savings/improvement to industry. Notional value/improvement in quality of service to industry. 	<ul style="list-style-type: none"> Notional savings/improvement to industry. Notional value/improvement in quality of service to industry.

WORKPLACE REFORM INITIATIVES SCHEDULE

INITIATIVE	CORPORATE IMPACT	MEASUREMENT	TARGETS	IMPACT ON/ REQUIREMENTS OF EMPLOYEES	CORPORATE OUTCOME	VALUE (NOTIONAL) SAVINGS (REAL)	VALUE (NOTIONAL) SAVINGS (REAL)
HUMAN RESOURCE MANAGEMENT							
12. <i>Training and Development Integrated with the Department's Business Plan (including Management Development)</i>	A workforce competent to implement organisational business plans.	Evidence of transfer of skills to the workplace. Adequate development and implementation of business plans.	All employees will have their Training and Development needs identified and agreed via the department's performance management systems by 31 December 1996.	<ul style="list-style-type: none"> Skill and competency development and implementation in the workplace aligned with organisational business plans. Identify and undertake training as necessary. 	<ul style="list-style-type: none"> Reduction in waste and rework through targeted training. Better quality work with the same resources. Increased job enrichment. Improvement in responsiveness to client needs. 	JULY 1996	JULY 1997
						<ul style="list-style-type: none"> 5 per cent saving in the department's training expenditure (\$120,000). Value \$3,000. 	<ul style="list-style-type: none"> 5 per cent saving in the department's training expenditure (\$120,000). Value \$6,000.

<p>13. Flexibility</p>	<p>Flexibility in engagement, employment, deployment and working arrangements to meet changing business and individual need.</p>	<p>Extent that flexible workforce management is utilised.</p> <ul style="list-style-type: none"> • No. of contractors • Managing peaks in workloads by engaging contractors • No. of staff rotations • No. of generic JDF's developed • Flexible work arrangements 	<ul style="list-style-type: none"> • Increase use of appropriate contractors. • Increased use of staff rotation system. • Increased number of generic JDF's developed. • Extend to which appropriate flexible work arrangements are adopted. 	<p>Interchangeability of roles requiring competency identification.</p> <ul style="list-style-type: none"> • Skill and knowledge acquisition. • Industry and career development opportunities. • Balancing family and work commitments. 	<ul style="list-style-type: none"> • Increased use of staff potential adding value through maximising skills and competencies of staff. • Increased quality of service with same FTE level. • Retaining talented staff. 	<ul style="list-style-type: none"> • Notional savings/improvement to industry. • Better quality of service. • Actual saving through revised engagement of contractors = \$33,500. 	<ul style="list-style-type: none"> • Notional savings/improvement to industry. • Better quality of service. • Actual saving through revised engagement of contractors = \$33,500.
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WORKPLACE REFORM INITIATIVES SCHEDULE

INITIATIVE	CORPORATE IMPACT	MEASUREMENT	TARGETS	IMPACT ON/ REQUIREMENTS OF EMPLOYEES	CORPORATE OUTCOME	VALUE (NOTIONAL) SAVINGS (REAL)	VALUE (NOTIONAL) SAVINGS (REAL)
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HUMAN RESOURCE MANAGEMENT

<p>14. DCT as a Good Place to Work Training/ Education</p>	<p>Improved quality of work life for staff resulting in better quality of work produced.</p>	<p>Staff Climate (attitude) survey.</p>	<p>Improvement in staff satisfaction against previous climate surveys. Reduced staff turnover rate.</p>	<ul style="list-style-type: none"> • Participation in the survey to identify satisfiers and dissatisfiers. • Implementation and participation in comprehensive Performance Management System. • Provision of clear guidelines of expectations by management and staff. 	<ul style="list-style-type: none"> • Reduced staff absenteeism, turnover and recruitment resulting in cost savings. 	<p>Anticipated reduction in</p> <ul style="list-style-type: none"> • Absenteeism • Turnover/recruitment <p>Savings: \$5,000. 3% reduction in turnover. Savings: \$1,300 2% reduction in absenteeism</p>	<p>Anticipated reduction in</p> <ul style="list-style-type: none"> • Absenteeism • Turnover/recruitment <p>Savings: \$10,000. 3% reduction in turnover. Savings: \$2,600 2% reduction in absenteeism</p>
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**DEPARTMENT OF STATE SERVICES, SUPPLY
WEST ENTERPRISE AGREEMENT
No. PSA AG 129 of 1996.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Civil Service Association of Western Australia
Incorporated
and

Department of State Services.

No. PSA AG 129 of 1996.

Department of State Services, Supply West Enterprise
Agreement No. PSA AG 129 of 1996.

COMMISSIONER A.R. BEECH.

19 June 1996.

Order.

HAVING heard Mr J. Dasey on behalf of the Applicant and Mr D. Lee on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Department of State Services, Supply West Enterprise Agreement No. PSA AG 129 of 1996 be registered in accordance with the following Schedule commencing on and from the 14th day of June 1996.

(Sgd.) A.R. BEECH,
Commissioner.

[L.S]

Schedule.

1.—TITLE

This agreement shall be known as the Department of State Services, Supply West Enterprise Bargaining Agreement No. PSA AG 129 of 1996.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. No Further Claims Commitment
4. Scope
5. Transition
6. Number of Employees Covered
7. Definitions
8. Parties Bound
9. Term of Agreement
10. Relationship to Parent Award
11. Audit of Second Tier and 1989 Structural Efficiency Principle Agreements
12. Single Bargaining Unit
13. Objectives of the Agreement
14. Outsourcing Programme
15. Salary Increase
16. Monitoring of Agreement
17. Use of Contractors and Consultants
18. Continuous Quality Improvement and Productivity Milestones
19. Long Service Leave Flexibility
20. Smoke-free Work Environment
21. Dispute Settlement/Grievance Resolution
22. Absence from Work
23. Family Leave
24. Parental Leave
25. Hours of Work
26. Public Holidays
27. Part Time Employment
28. Signature of the Parties

Appendix A—Salary Schedule
Appendix B—Positions Covered

3.—NO FURTHER CLAIMS COMMITMENT

(1) No provision of this agreement shall operate to cause any employee a reduction in ordinary time earnings.

(2) There shall be no further wage and salary increases sought or granted, except as provided for under this agreement, during the term of this agreement.

(3) This agreement is in full and final settlement of all claims for past productivity that has occurred at Supply West.

4.—SCOPE

This agreement shall apply to all employees of the Department of State Services who are members of, or eligible to be members of, the Civil Service Association of Western Australia Incorporated performing the duties of positions listed in the establishment report for the organisational unit of Supply West, including the State Supply Disposal Centre.

5.—TRANSITION

Where the Department of State Services is abolished during the term of this agreement, this agreement will continue to apply until such time as Supply West ceases to be an operational unit within Government.

6.—NUMBER OF EMPLOYEES COVERED

This agreement will cover approximately 55 employees.

7.—DEFINITIONS

“Act” shall mean the Public Sector Management Act 1994.

“Agreement” shall mean the Department of State Services, Supply West Enterprise Bargaining Agreement No. PSA AG 129 of 1996.

“Award” shall mean the Public Service Award 1992.

“Chief Executive Officer” shall mean a person holding office under Division 2 of Part 3 of the Act as the chief executive officer of an agency or a person deemed to be a chief executive officer under regulations referred to in section 4 of the Act.

“Union” shall mean the Civil Service Association of Western Australia Incorporated.

“WAIRC” shall mean the Western Australia Industrial Relations Commission.

8.—PARTIES BOUND

This agreement shall be binding upon the Department of State Services and the union.

9.—TERM OF AGREEMENT

(1) This agreement shall operate from the beginning of the first pay period to commence on or after the 28th day of May 1996 and shall remain in force for a period of one year.

(2) The parties agree to commence negotiations for a new agreement no later than four months prior to the expiration of this agreement.

(3) This agreement will continue in force after the expiry of its term until such time as any of the parties withdraws from the agreement by notification in writing to the other party and to the WAIRC.

10.—RELATIONSHIP TO PARENT AWARD

This agreement shall be read and interpreted in conjunction with the award as varied from time to time and provided that, where there is any inconsistency, this agreement shall prevail to the extent of any inconsistency.

11.—AUDIT OF SECOND TIER AND 1989
STRUCTURAL EFFICIENCY PRINCIPLE
AGREEMENTS

(1) A complete audit of the 1987 4% second tier and 1989 Structural Efficiency Principle agreements has been undertaken and the parties confirm that none of the previous initiatives form part of this agreement.

(2) The parties to this agreement agree that matters arising from the 1987 4% second tier and 1989 Structural Efficiency Principle agreements shall not be counted when considering the productivity benefits and pay increases arising from this agreement.

12.—SINGLE BARGAINING UNIT

For the purpose of negotiating an enterprise agreement in accordance with the State Wage Case Decision, a single bargaining unit has been established for Supply West. The single bargaining unit represents all employees of Supply West covered by Clause 4.—Scope. The single bargaining unit has held negotiations and reached full agreement on the terms of this agreement.

13.—OBJECTIVES OF THE AGREEMENT

The objective of this agreement is to fully develop Supply West with a management and workforce which is flexible, highly skilled, committed to achieving cultural change, committed to continuous quality improvement and is cost competitive. This will continue to be provided whilst ensuring that the programme to outsource the functions of Supply West will be achieved within established timeframes and in a co-operative manner and without disruption to the process or to existing services.

14.—OUTSOURCING PROGRAMME

The parties accept the decision to outsource the functions of Supply West and agree to pursue the outsourcing programme in a co-operative manner to ensure that the programme occurs within established timeframes and without disruption. In progressing the outsourcing programme Supply West will address the following:

- (1) An implementation plan will be introduced to ensure that the existing level of service is maintained during the outsourcing programme.
- (2) Implement a human resources plan to meet the needs arising from the outsourcing programme so as to ensure as little disruption to morale and current productivity levels and to ensure that other milestones are met.
- (3) Supply West will provide counselling and relevant information to employees on career options, support services and the like so as to minimise the impact of the outsourcing programme on employees and to enable employees to make informed career decisions.
- (4) Establish a consultative mechanism to ensure all employees are kept informed of relevant decisions so that decisions, when taken, are better understood by employees thereby reducing time delays and errors during implementation.

15.—SALARY INCREASE

The salary classification rate applicable to employees covered by this agreement and as contained in Appendix A—Salary Schedule, shall increase by 7% from the first pay period commencing on or after the 28th May 1996 and shall continue for the term of this agreement.

16.—MONITORING OF AGREEMENT

The parties shall continuously monitor the application of this agreement to ensure its effective implementation. The monitoring process will be established and implemented by the workplace consultative committee which shall also include representatives of both parties from the State Disposals Centre which shall meet within one month of the 14th June 1996 and thereafter as agreed between the parties.

17.—USE OF CONTRACTORS AND CONSULTANTS

The parties are committed to maximise the utilisation of the Department's in-house employee resources wherever possible prior to engaging external contractors and/or consultants as per public sector standards.

18.—CONTINUOUS QUALITY IMPROVEMENT AND PRODUCTIVITY MILESTONES

The parties agree that, during the term of this agreement, they will further develop and implement the future initiatives in accordance with the following milestones:

- (1) Develop and implement a strategy to respond to increasing workloads resulting from the transfer of functions currently performed by other agencies to Supply West.
 Milestone
 Strategy to be developed and implemented within one month of the 14th June 1996.
- (2) The parties shall develop a productivity measurement system which shall include, but not be limited to, as key performance indicators:
 - (a) the total sales as a ratio of total volume of stock;
 - (b) the ratio of stocklines per number of full time equivalents (or employees);

- (c) The ratio of the number of customer accounts per full time equivalent (or employee).

Milestone

The system to be developed and implemented within six months of the 14th June 1996.

- (3) The parties will develop and implement a strategy to reduce the current level of stockouts and back orders.

Milestone

The strategy to be implemented within two months of the 14th June 1996 and the existing levels of stockouts and back orders reduced by 5%.

- (4) The parties shall implement a human resource management system which will, in part, require that annual leave shall be taken at times other than those recognised as the busiest period of operations and which will allow for the accrual of accrued days off to be taken at agreed times or the "buying back" of such days at normal time rates at the discretion of the Director.

Milestone

The plan to be investigated and implemented within two months of the 14th June 1996.

- (5) The parties agree to review the existing training programme for employees and introduce a targeted training programme.

Milestone

Training needs to be investigated and changes made within two months of the 14th June 1996.

- (6) The existing procedures for the processing of accounts will be reviewed, and altered if necessary, to ensure that all monies are paid or received within established timeframes.

Milestone

To be completed within two months of the 14th June 1996.

- (7) The parties will undertake a review of the existing information technology system to investigate whether changes can be implemented to improve current practices.

Milestone

To be implemented within two months of the 14th June 1996.

19.—LONG SERVICE LEAVE FLEXIBILITY

The existing provisions in the award shall continue to apply with the exception that long service leave entitlements may be taken in minimum time periods of one week or seven consecutive days.

20.—SMOKE-FREE WORK ENVIRONMENT

(1) The parties agree that from the commencement of this agreement Supply West shall be a smoke-free working environment. Employees will not be permitted to smoke during paid time or within any building occupied by Supply West.

(2) The employer agrees to offer a "Quit Smoking" support programme, and a self help kit to smokers. Participation in the programme is not compulsory.

(3) All future employees, including secondees, are to be advised of the non-smoking environment on engagement.

21.—DISPUTE SETTLEMENT/GRIEVANCE RESOLUTION

(1) This agreement recognises that commitment to the following procedures is essential to the success of the outsourcing programme and in providing a base for uninterrupted customer service since meeting customer requirements on time is of major importance to Supply West's operations.

(2) Wherever possible informal means will be utilised to resolve any problems or disputes.

(3) Any questions, disputes or difficulties arising out of the operation of this agreement will be dealt with in accordance with the following procedures:

- (a) the matter is to be discussed between the employee(s) and the immediate supervisor with a view to

improving communication and achieving informal resolution;

- (b) if the matter is not resolved in accordance with paragraph (a) of this subclause the matter shall be discussed between the employee(s), the supervisor and the branch manager;
- (c) if the matter is not resolved in accordance with paragraph (b) of this subclause the matter is to be discussed between the employee(s), the chief executive officer or his/her representative and, if necessary, representatives of the Employee Relations Branch and the union;
- (d) if, following the referral to the chief executive officer or his/her nominee the matter is not resolved within five working days, either party may refer the matter to the WAIRC.

(4) The parties will make every effort to ensure that the procedures contained in paragraphs (3)(a), (b) and (c) of this clause are completed within ten working days.

(5) In implementing the above procedures the following principles shall be applied:

- (a) decisions shall be made in an unbiased manner;
- (b) all parties to the dispute shall have the opportunity to put their case fully;
- (c) appropriate confidentiality is to be maintained;
- (d) employees will not be subject to any discrimination as a result of using the dispute resolution procedure;
- (e) employees may request to be accompanied by a colleague or representative in meetings held in accordance with this clause.

22.—ABSENCE FROM WORK

(1) Absence includes non-attendance at work because of sickness, short leave and unapproved leave without pay, but excludes annual leave, approved leave without pay (including parental leave) and long service leave.

(2) The parties agree to the development of a management plan directed at reducing unapproved absences within the first six months of the agreement. The plan will include an implementation strategy. Key features of the management plan will include:

- (a) measurement of absence rates and frequency rates;
- (b) research and analysis;
- (c) an examination of work schedules, working conditions, external issues and safety issues.

(3) In line with the objectives of reducing absenteeism an application for sick leave exceeding two consecutive working days shall be supported by the certificate of a registered medical practitioner. The amount of sick leave granted without the production of a medical certificate shall not exceed in the aggregate five working days in any one credit year.

23.—FAMILY LEAVE

(1) Employees may utilise up to five days of their sick leave entitlements to care for a sick family member. This leave may be taken in portions of half days.

(2) Sick leave taken for family care purposes is not cumulative from year to year but, if unused, continues to be cumulative as sick leave.

(3) For the purposes of this clause "family member" means a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of the employee.

24.—PARENTAL LEAVE

In addition to the provisions of the award which deals with maternity leave, parents are entitled to unpaid parental leave. Employees shall receive up to 52 weeks' unpaid leave following the birth of a child or the placement of an adopted child. Where both parents are employees of the Department of State Services this leave cannot be taken concurrently.

25.—HOURS OF WORK

(1) The hours of work for employees classified level 1 to level 5 inclusive shall be 160 per four week cycle with an

average to be worked of 40 per week Monday to Friday. Provided the hours are continuous, except for an unpaid meal break, employees may be required to work a minimum of six hours and up to a maximum of ten hours on any day if directed to do so by their supervisor. Employees may not accumulate more than 24 hours' credit in excess of 160 hours or 16 hours in arrears of 160 hours in a four week cycle unless the excess or arrears were a direct result of a written instruction of the employee's supervisor.

(2) At the conclusion of each four week cycle there will be a reconciliation of hours worked to determine the hours worked in excess or arrears of 160. The maximum of 24 hours may be cleared as time off in lieu at a time agreed between the employees and their immediate supervisor. Where it is impractical to carry time off in lieu over to the next or subsequent four week cycles due to operational considerations, the Director may determine that any credits for time worked in excess of the monthly average will be paid out at ordinary rates.

(3) A maximum of 16 debit hours will be carried over into the next four week cycle and worked at a time as directed by the supervisor. Any time in excess of this 16 will be treated as leave without pay for the period necessary to reduce debit hours to 16 in total. This provision does not apply to debits that resulted from a written instruction of the employee's supervisor that the employee cease work.

(4) In cases involving termination of an employee's services, transfer out of Supply West or termination of this agreement then:

- (a) credit hours up to 24 hours will be paid to the employee calculated at the ordinary rate of pay. Any credit hours in excess of 24 hours may be paid out at the discretion of the Director;
- (b) an amount equivalent to any debit hours in arrears, calculated at the employee's ordinary rate of pay will be deducted from the employee's termination pay or final pay as the case may be.

(5) For employees classified level 6 and above the hours of work will be a minimum of 160 in any four week cycle and additional hours will be worked as required by the employee's supervisor to meet the operational requirements of Supply West. Whilst this requirement will be predominantly Monday to Friday the additional flexibility will enable Supply West to provide a quality service to customers and meet the operational needs of Supply West outside normal business hours including weekends and public holidays.

(6) As a consequence of the introduction of a 40 hour week employees may be required to undertake work of a different nature or in a different area of Supply West's operations than that normally undertaken by the employee. In such cases the employee shall comply with any instruction of this kind subject to the nature of the work being within the skills of the employee or, if not, the employer shall provide the appropriate training to the employee undertaking such work.

26.—PUBLIC HOLIDAYS

(1) Employees shall be entitled to ten public holidays per year as follows:

- New Year's Day
- Australia Day
- Labour Day
- Good Friday
- Easter Monday
- Anzac Day
- Foundation Day
- Celebration Day (for the anniversary of the birthday of the reigning Sovereign)
- Christmas Day
- Boxing Day.

When any of the above days falls on a Saturday or on a Sunday, the holiday shall be observed on the following Monday.

(2) When Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the following Tuesday.

(3) In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

27.—PART TIME EMPLOYMENT

(1) The provisions of Clause 9.—Part-Time Employment of the award shall apply, with the exception of subclauses (1)(a), 3, (4)(a) and (6) which relate to a 37.5 hour week and the prescribed public service holidays.

(2) Permanent part time employment, for the purposes of this agreement, shall mean regular and continuing employment up to a maximum of 37.5 hours per week.

(3) The employer shall specify in writing, before a part time employee commences duty, the prescribed hours of duty for the employee.

(4) The employer shall give a part time employee one month's notice of any proposed variation to that employee's starting or finishing times and/or particular days to be worked, unless a shorter period of notice is agreed to between the employer and the employee. The employer shall not vary the employee's total weekly hours of duty without the employee's prior written consent.

(5) There may be exceptional circumstances for the temporary variation to the employee's working hours. However, any such variation shall be agreed in writing by the part time employee. If agreement is reached to vary the ordinary working hours under this subclause the following provisions shall apply:

- (a) time worked to eight hours on any day is not to be regarded as overtime but shall be considered as an extension of the contract hours for that day and shall be paid at the normal rate of pay;
- (b) overtime will not be payable unless the total time worked on any day exceeds eight hours;
- (c) additional days worked, up to a total of five days per week, are regarded as an extension of the contract and shall be paid at the normal rate.

(6) An employee who is employed on a part time basis shall be paid a proportion of the appropriate full time salary dependent upon the hours worked. The salary shall be calculated in the following manner:

$$\frac{\text{Hours worked per fortnight} \times \text{full time fortnightly salary}}{80}$$

(7) A part time employee shall be entitled to the same leave and conditions prescribed in these terms and conditions for full time employees.

(8) Payment to a part time employee proceeding on accrued annual leave and long service leave shall be calculated on a pro rata basis having regard for any variations to the employee's ordinary working hours during the accrual period.

(9) Sick leave and any other paid leave shall be paid at the current salary, but only for those hours or days that would normally have been worked had the employee not been on such leave.

28. —SIGNATURE OF THE PARTIES

For and on behalf of:

Department of State Services

Signed: R. Harvey

Date: 27/5/1996

The Civil Service Association of Western Australia Incorporated

Signed: D. Robinson

Date: 27/5/1996

APPENDIX A—SALARY SCHEDULE

LEVEL	\$ PER ANNUM	\$ PER FORTNIGHT
Under 17 years	11,634	446.04
17 years	13,596	521.27
18 years	15,860	608.03
19 years	18,358	703.82
20 years	20,616	790.38
Age Increments to 29 years		
1.1	22,647	868.24
1.2	23,344	894.98
1.3	24,041	921.69
1.4	24,733	948.23
1.5	25,430	974.94
1.6	26,126	1001.64
1.7	26,928	1032.37

LEVEL	\$ PER ANNUM	\$ PER FORTNIGHT
1.8	27,482	1053.62
1.9	28,302	1085.04
PSA 2		
2.1	29,283	1122.66
2.2	30,035	1151.50
2.3	30,826	1181.81
2.4	31,661	1213.85
2.5	32,535	1247.37
PSA 3		
3.1	33,737	1293.44
3.2	34,673	1329.33
3.3	35,638	1366.33
3.4	36,629	1404.32
PSA 4		
4.1	37,988	1456.42
4.2	39,053	1497.23
4.3	36,629	1404.32
PSA 5		
5.1	42,259	1620.14
5.2	43,685	1674.82
5.3	45,167	1731.64
5.4	46,704	1790.59
PSA 6		
6.1	49,177	1885.39
6.2	50,858	1949.83
6.3	52,598	2016.54
6.4	54,456	2087.75
PSA 7		
7.1	57,304	2196.95
7.2	59,275	2272.52
7.3	61,419	2354.72
PSA 8		
8.1	64,904	2488.33
8.2	67,400	2584.04
8.3	70,496	2702.72
PSA 9		
9.1	73,916	2833.82
9.2	76,974	2951.07
9.3	79,953	3065.27

APPENDIX B—POSITIONS COVERED

SUPPLY WEST STAFF DETAILS

CC	Position Number	Position Title	Classification
WA	P0324991	Asst Director Distrib. and Disp.	Level 7
WA	P2041698	Officer	Level 1
WA	P0179395	Officer	Level 1
WF	P2074175	Accounting Officer	Level 2
WF	P0157582	Officer	Level 1
WF	P0065481	Officer	Level 1
WF	P0159037	Officer	Level 1
WF	P2139169	Officer	Level 1
WI	P0848906	Senior Analyst	Level 5
WI	P0158288	Analyst Programmer	Level 4
WI	P1816512	Systems Administrator	Level 3
WI	P1525955	Computer Systems Officer	Level 2
WR	P1709800	Commodities Manager	Level 5
WR	P1797270	Senior Commodities Officer	Level 3
WR	P1797281	Senior Commodities Officer	Level 3
WR	P1797323	Commodities Officer	Level 2
WR	P1797293	Commodities Officer	Level 2
WR	P1797311	Commodities Officer	Level 2
WR	P1797300	Commodities Officer	Level 2
WS	P1709811	Marketing Manager	Level 5
WS	P1816482	Customer Liaison Officer	Level 2
WS	P0235593	Cataloguing Officer	Level 2
WS	P1816500	Customer Liaison Officer	Level 2
WS	P0159207	Client Liaison Officer	Level 2
WS	P1816470	Customer Liaison Officer	Level 2
WS	P1814138	Officer	Level 1
WS	P1661085	Officer	Level 1
WS	P1492639	Officer	Level 1
WS	P1661049	Officer	Level 1

DISPOSAL CENTRE STAFF DETAILS

CC	Position Number	Position Title	Classification
ADA	P1817693	Manager	Level 5
ADA	P0157510	Disposal Coordinator	Level 4
ADA	P2123850	Officer	Level 1
SD	P0157375	Purchasing and Surplus Stores Officer	Level 2

**DISABILITY SERVICES COMMISSION
ENTERPRISE AGREEMENT 1996
No. PSA AG 127 of 1996.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Civil Service Association of Western Australia
Incorporated

and

Disability Services Commission.

No. PSA AG 127 of 1996.

PUBLIC SERVICE ARBITRATOR C.B. PARKS.

20 June 1996.

Order.

**REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 127 of 1996.**

HAVING heard Ms P. Branson on behalf of the first named party and Mr G. Taylor on behalf of the second named party and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the document titled the Disability Services Commission Enterprise Agreement 1996, filed in the Commission on 27 May 1996, and as thereafter amended and submitted in proceedings on 19 June 1996, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C.B. PARKS,
Commissioner.

[L.S]

1.—TITLE

This Agreement shall be known as the Disability Services Commission Enterprise Agreement 1996.

2.—ARRANGEMENT

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3.—SCOPE OF THE AGREEMENT

This Agreement shall be binding on Disability Services Commission and the Civil Service Association of Western Australia Inc. and all 1 279 employees employed by

Disability Services Commission pursuant to the Public Service Award 1992 and Government Officers (Social Trainers) Award 1988.

4.—PARTIES TO THE AGREEMENT

4.1 Employer

The parties to this Agreement are the Chief Executive Officer, Disability Services Commission and:

4.2 Union

Civil Service Association of Western Australia Incorporated

5. DEFINITIONS

“Agreement”: The Disability Services Commission Enterprise Agreement 1996.

“DSC”: Disability Services Commission

“Employee”: For the purposes of this Agreement, someone who is employed by Disability Services Commission under the Government Officers (Social Trainers) Award 1988 and the Public Service Award 1992 described under this Agreement

“Employer”: The Chief Executive Officer Disability Services Commission

“Union”: Shall mean the Civil Service Association of Western Australia Inc.

“Social Trainer”: Shall mean:

- (a) an employee who has completed the required service as a Trainee Social Trainer and who has passed the required formal academic training course and achieved a satisfactory report on conduct, efficiency and diligence from their Supervisor
- (b) an employee who has been accredited with formal academic training and is appointed by the Commission

“Trainee Social Trainer”: Shall mean an employee who has undertaken to qualify as a Social Trainer

“Shift Worker”: Shall mean any worker who is regularly rostered to work hours other than those between 7:30 am to 6:00 pm—Monday to Friday.

“Non Shift Worker”: Shall mean any worker who does not work according to a roster within the ordinary prescribed hours of work Monday to Friday.

6.—DATE AND PERIOD OF OPERATION OF THE AGREEMENT

6.1 This Agreement shall operate from the date it is lodged in the Western Australian Industrial Relations Commission (WAIRC) and shall remain in operation for a period of 24 months.

6.2 The parties will review this Agreement at least six months prior to the expiration of this agreement to commence negotiations for a new agreement.

6.3 The parties will assess achievements in performance, productivity and efficiency during the term of this Agreement.

6.4 The pay quantum achieved as a result of this Agreement will remain and form the new base pay rates for future agreements or continue to apply in the absence of a further agreement provided that all other conditions with this Agreement are maintained.

6.5 The Agreement will continue in force after the expiry of its term until such time as any of the parties withdraws from the Agreement by notification in writing to the other party and to the WAIRC.

7.—NO FURTHER CLAIMS

7.1 The parties to this Agreement undertake that for the duration of the Agreement there shall be no further salary or wage increases sought or granted for the life of this Agreement.

7.2 This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings

8.—RELATIONSHIP TO PARENT AWARDS AND AGREEMENTS

This Agreement shall be read and interpreted in conjunction with the parent awards listed below provided that where

there is inconsistency between this Agreement and the parent awards, this Agreement shall take precedence.

Parent Awards are:

- (i) Government Officers (Social Trainers) Award 1988;
- (ii) Public Service Award 1992.

9.—SINGLE BARGAINING UNIT

9.1 This Agreement has been negotiated through a Single Bargaining Unit (SBU).

9.2 The SBU comprises representatives from the Disability Services Commission, the Civil Service Association of Western Australia Incorporated (CSA) and delegates for staff.

10.—AUDIT OF 4% SECOND TIER AND 1989 SEP

The parties agree that matters arising from previous industrial agreements or award changes emanating from the "Restructuring and Efficiency Principle" of 1987, and the Structural Efficiency Principles of the 1988 and 1989 National and State Wage Cases shall not be counted when considering the productivity benefits and salary improvements arising from this Agreement.

A complete audit of structural efficiency initiatives since the advent of the Restructuring and Efficiency Principles of 1987 has been completed and all parties confirm that none of the previous initiatives form part of this Agreement.

11.—OBJECTIVES AND PRINCIPLES

The shared objectives of the parties are:

- (a) To satisfy the requirements of clients and customers through the provision of reliable, efficient and competitive services.
- (b) To achieve the Commission's mission and improve productivity and efficiency through ongoing improvements.
- (c) To promote the development of trust and motivation and to continue to foster enhanced employee relations.
- (d) To facilitate greater flexibility in decision making and allocation of human and other resources.
- (e) To promote increased satisfaction from jobs and secure employment opportunities.
- (f) To develop and pursue changes on a Cooperative continuing basis by using participative practices.
- (g) To promote health, safety, welfare and equal opportunity for all employees.

12.—PRODUCTIVITY MOVEMENTS

Disability Services Commission was formed by an Act of Parliament in December 1993 to provide a Coordinated and co-operative approach to the funding and provision of Disability Services in Western Australia.

Whilst DSC is still a significant provider of direct services to people with intellectual disabilities, the manner in which services are provided has changed substantially in the decade from 1985-1995. This Agreement recognises those changes and seeks to continue the process of increased productivity and efficiency.

12.1 Past Productivity

The parties agree that there have been a range of past measures introduced to improve productivity, efficiency and flexibility and these are contained in Schedule A.

12.2 Future Productivity

The process of productivity improvements within DSC is ongoing and in addition to initiatives already implemented, the parties agree to develop and implement further productivity improvements by way of:

12.2.1 Continuous Improvement

To support the development of quality systems and quality improvement processes, the Commission and employees will implement processes to support continuous improvement throughout the organisation for the term of this Agreement. This will involve the following:

- (i) Continuous improvement of functions, operations and work processes at the workplace.

- (ii) Improvement in quality training by Social Trainers through the introduction of an alternative staffing model.
- (iii) Introduction of "Best Practice".
- (iv) Introduction of flexible hours of duty for all employees covered by this Agreement.
- (v) Changes to work schedules by professional staff by the introduction of more flexible service provision.

12.2.2 Future Restructuring

Further productivity initiatives have been developed which will result in savings for DSC. These initiatives are innovative and have far reaching implications for the employees and the Commission. Specific details on the introduction of these matters are included in Schedule D and need to be read in conjunction with this sub-clause.

In order to more efficiently effect structural changes, a generic restructuring Human Resource Plan has been developed during the negotiation process. This document will form the basis for future restructuring within DSC.

- (i) The introduction of an alternative staffing model in addition to Social Trainers. The percentage of these other staff shall not be more than 15% at any time.
- (ii) The introduction of flexible working hours for all employees covered by this Agreement.
- (iii) Preservation of allowances and penalties shall be implemented in units where there is a roster for shift workers. This will enable efficiencies to be realised with all staff in a particular area/unit or house receiving the same percentage shift allowance/penalties.
- (iv) DSC shall conduct a feasibility study to examine whether or not a method of officers charging for services to non-Government agencies can be implemented. Should this be able to occur the net increase in revenue raised in this manner shall be returned on the following basis, 40% to employees and 60% to the employer and Government.
- (v) Expansion of Local Area Co-ordination Services.

Disability Services Commission shall retain Social Trainers as its primary direct service provider for clients with an Intellectual Disability.

12.2.3 Outsourcing of Services

- (i) The parties agree that any savings made during the term of this Agreement by the outsourcing of any services, shall be passed directly to the employees and DSC on behalf of the community. Such savings shall be in the form of bonus payments and be shared on a 50-50 basis.
- (ii) No outsourcing shall occur without full consultation between the parties.

12.3 Ongoing commitments to Improving employer/employee relationships

- (i) DSC is committed to improving the working relationship between the employer and employees, DSC will continue to have the following:
 - Peer Support;
 - Equity Officers;
 - Trauma Debriefing Team;
 - Employee Assistance Programs.
- (ii) in addition, the allegations procedures for Social Trainers which seeks to ensure a system of natural justice shall be expanded to cover all employees. The parties are committed to joint training on this project.
- (iii) A joint committee shall be formed to ensure that the terms of this Agreement are successfully implemented.

12.3.1 Consultation

- (a) Consultation in the context of this Agreement is defined as information sharing and discussions on matters relevant to the operation of DSC. It is acknowledged that effective consultation with two way communication embracing comprehensive feedback

and mutual understanding will assist the parties to achieve the objectives of this Agreement,

- (i) Consultation shall occur at the workplace to foster improved communication and assist in the processes of problem solving. For the purpose of this Agreement, workplace shall mean the place(s) of work that an employee regularly works.

All employees shall be actively supported by their Line Managers to participate and contribute towards the establishment of an effective equitable workplace.

- (ii) The Parties are committed to the establishment of these processes.

13.—PRODUCTIVITY MEASUREMENT

13.1 The parties agree to assess organisational performance according to the extent to which the objectives of the DSC are achieved. The parties agree that performance indicators have a primary role to assist in the attainment of goals in the interests of clients, employees, DSC and the government on behalf of the community.

13.2 Comparisons between the DSC levels of performance will be undertaken through the use of performance indicators.

13.3 The indicators that have been agreed by the parties are provided for in Schedule E to assess progress in the performance of key elements of the Agreement.

13.4 It is agreed that employees need to have an understanding of the concepts of productivity measurement to ensure productivity improvements stated will be successful on an ongoing basis.

13.5 The parties agree that the value of the initiatives included in this Agreement and assessed through the application of performance indicators is in accordance with Schedule A.

13.6 The value of the productivity improvements identified in Schedule A will be shared between DSC and its employees. The return to employees shall be 40% and the DSC on behalf of the community shall receive 60%. It is agreed that the two \$8.00 flat productivity increases will be deducted from the past productivity calculations.

13.7 Any additional productivity improvements will be shared between DSC and its employees. The return to employees shall be 40% and the DSC on behalf of the community shall receive 60%.

14.—SALARY INCREASES

14.1 The following salary increases are payable on the basis of implementation and continued co-operation of those improvements in productivity and/or work practice changes outlined in Clause 12—Productivity Improvements.

14.2 The following increases will be payable during the life of this Agreement:

- (i) an increase of 4%.
- (ii) a further increase of 2% six months from the operative date of the Agreement;
- (iii) a further increase of 1% twelve months from the operative date of the Agreement;

14.3 Salary tables reflecting the increases outlined in 14.2 are at Schedule B and C.

15.—SHIFT WORK EXCEPTION

Any employee who is not usually a shift worker who works an occasional shift shall be paid as per Clause 28—Shiftwork in the Government Officers (Social Trainers) Award 1988 or Clause 17 Shiftwork in the Public Service Award 1992.

16.—FLEXIBLE WORKING HOURS

16.1 Social Trainers

- (i) The ordinary hours of duty for Social Trainers shall be thirty eight (38) per week with the hours actually worked being 160 in any 28 day period.
- (ii) Except where provided elsewhere the ordinary hours of duty shall be worked with the accumulation of one day off for every completed 4 weeks of service.

- (iii) The time off accrued shall be taken by agreement in either one of the following ways or a combination thereof.

- Single days by application.
- in conjunction with annual or Long Service Leave.
- As a fostered day off per 4 week period.
- Paid out once per year in the first pay period in November.

- (iv) Length of shifts shall not be less than 5 hours and not greater than 10 hours excepting sleep shifts which shall be of ten (10) eleven (11) or twelve (12) hours duration .

- (v) Part time Social Trainers hours of duty shall be in accordance with Clause 8—Part Time employees, Government Officers (Social Trainers) Award 1988.

- (vi) Any rostered shift that finishes after 6pm shall attract a penalty of \$11.66 per shift excepting weekend shifts which shall be paid for at the rate of time and one half. This penalty is not payable to Social Trainers who are receiving a preservation of allowance in accordance with Clause 18—Preservation of Allowances.

- (vii) There shall be no split shifts.

- (viii) Rosters shall be drawn up in consultation. Consultation shall occur between the Supervisor, Senior Social Trainer and Social Trainers who work in that facility. The process shall include but not be limited to consideration of the following:

- Requirements of service needs of clients
- Family responsibilities of staff
- Occupational health and safety requirements

Agreement on the roster shall be by consensus of the majority, provided that it can be demonstrated that such roster meets the service needs of the clients

16.2 Clerical and Professional Officers

- (i) The ordinary hours of duty for Clerical and Professional Officers shall be 37.5 in any week which shall consist of 7.5 hours in any one day exclusive of meal break. Such hours shall be worked Monday to Friday between the hours of 7am and 6pm except where the employee requests and the employer agrees these hours may be varied.

- (ii) Employees whose normal hours commence after 12noon shall be paid a shift allowance of \$11.66 for a shift of seven and one half hours (7.5) worked after consultation with the employee's supervisor and shall be for the purpose of improved client/customer service.

- (iii) Part time employees hours of duty shall be in accordance with Clause 9—Part Time Employment, Public Service Award 1992.

- (iv) By agreement between the parties the hours may be so varied to allow an employee to accumulate up to 75 hours of extra time in any 12 month period from the beginning of this Agreement. Such hours shall only be accumulated after consultation between the employee and the appropriate line manager/supervisor as delegated by the employer.

- (v) Such hours as may be allowed under (iv) shall be recorded in a manner directed by the employer.

- (vi) Pursuant to (iv) such time accrued may be taken during ordinary hours in one or more of the following ways.

- Single days by application
- in conjunction with Annual or Long Service Leave.
- As a rostered day off per 4 week period.

Such time shall be taken after consultation and authorisation by the employer.

- (vii) Subject to (iv) above where additional hours are worked at the direction of the employer, in addition

to the ordinary hours payment shall be in accordance with Clause 18 (Overtime) of the Public Service Award 1992.

17.—LEAVE

17.1 Annual Leave Loading

- (i) Annual leave loading for non shift workers shall be calculated at 17 1/2% to the maximum rate prescribed in the Public Service Award 1992 for 4 weeks salary or part thereof where the employee has not accrued the full four weeks and shall be paid in the first pay day in December.
- (ii) Shift workers shall be paid 20% on 5 weeks salary or an average of salary including penalties and allowances for the previous 4 weeks whichever is the greater.
- (iii) Pursuant to subclause (ii) shift work employees who are receipt of a Preservation of Allowance as per Clause 18—Preservation of Allowances, greater than 20% shall only be paid their preservation of allowance entitlement.
- (iv) Pursuant to subclauses (ii) and (iii) shift work employees who commence work after 1 January in any year that this Agreement covers shall be paid on a pro rata basis.
- (v) Employees employed on fixed term contracts shall be paid Annual Leave Loading as per the Government Officers (Social Trainers) Award 1988 or the Public Service Award 1992.
- (vi) Part time employees shall be paid annual leave loading based on the average hours worked since 1 January of the year in which leave is taken.
- (vii) Loading on annual leave accrued prior to 1 January 1996, shall be paid as prescribed in the:
 - Government Officers (Social Trainers) Award 1988; or
 - Public Service Award 1992.

17.2 Long Service Leave

- (i) For the purpose of this Agreement, Long Service Leave shall be taken as per Clause 21—Public Service Award 1992 and Clause 12 of the Government Officers (Social Trainers) Award 1988 excepting that Long Service Leave may be taken in blocks of one (1) week or more.

17.3 Parental Leave

(a) Definition

- (i) “Replacement Employee” is an employee specifically engaged to replace an employee proceeding on parental leave.

(b) Eligibility for Parental Leave

- (i) An employee is entitled to a period of up to 52 weeks parental leave without pay in respect of the birth of a child to the employee or the employees spouse/partner.
- (ii) Where the employee applying for the leave is the partner of a pregnant spouse one week leave without pay may be taken at the birth of the child.
- (iii) An employee adopting a child under the age of five years shall be entitled to three weeks parental leave without pay at the placement of the child and a further period of parental leave up to a maximum of 52 weeks. Where both partners are employed by DSC, the three week leave period may be taken concurrently.
- (iv) An employee seeking to adopt a child shall be entitled to two days unpaid leave for the employee to attend interviews or examination required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional days leave. The employee may take any paid leave entitlement in lieu of this leave.

(c) Other Leave Entitlements

- (i) An employee proceeding on parental leave may elect to utilise any accrued annual leave or accrued long service leave for the whole or part of the period of parental leave or extend the period of parental leave with such leave.
- (ii) An employee may extend the maximum period of parental leave with a period of leave without pay subject to the Chief Executive Officer’s approval
- (iii) An employee on parental leave is not entitled to paid sick leave and other paid award absences except where otherwise provided for in this clause.
- (iv) Where the pregnancy of an employee terminates other than by the birth of a living child then the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner.
- (v) Where a pregnant employee not on parental leave suffers illness related to the employee’s pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or such further unpaid leave for a period certified as necessary by a registered medical practitioner

(d) Transfer to Safe Job

- (i) Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position of the same classification until the commencement of maternity leave.
- (ii) If the transfer to a safe position is not practicable, the employee may take leave for such period as is certified necessary by a registered medical practitioner.

(e) Replacement Employee

Prior to engaging a replacement employee the DSC shall inform the person of the temporary nature of the employment and the entitlements relating to return to work of the employee on parental leave.

(f) Return to Work

- (i) An employee shall confirm the intention to return to work by notice in writing to DSC not less than four weeks prior to the expiration of the period of parental leave
- (ii) An employee on return from parental leave shall be entitled to the position which the employee occupied immediately prior to proceeding on parental leave. Where an employee was transferred to a safe job pursuant to subclause (d) hereof the employee is entitled to return to the position occupied immediately prior to the transfer.
- (iii) Where the position occupied by the employee no longer exists the employee shall be entitled to the position of the same classification level with duties similar to that of the abolished position.
- (iv) An employee may return on a part-time basis to the same position occupied prior to the commencement of leave or to a different position at the same classification level on a part-time basis in accordance with the part-time provisions of the relevant award.
- (v) An employee who has returned on a part-time basis may revert to full-time employment at the same classification level within two years of the recommencement of work.

(g) Effect of Leave on Employment Contract

(i) Fixed Term Contract

An employee employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.

(ii) Continuous Service

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 under the relevant award or this Agreement.

(iii) Termination of Employment

An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with the relevant award.

An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave, or absence on parental leave, but otherwise the rights of the employer in relation to termination of employment are not affected.

17.4 Carer's Leave

- (a) An employee with responsibilities in relation to either members of their family or members of the household who need their care and support, shall be entitled to use, in accordance with this clause, up to 5 days per calendar year without loss of pay to provide care and support for such persons when they are ill.
- (b) Any entitlements to carers leave may be deducted from
- short leave entitlements;
 - accrued sick leave entitlements to a maximum of 5 days per annum;
 - annual leave entitlements.
- (c) Carer's leave will be available on an hourly basis.
- (d) The entitlement to carer's leave in accordance with this clause is subject to:
- the employee being responsible for the care of the person concerned; and
 - the person concerned being a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependant on, or is a member of the household of, the employee
- (e) The employee shall, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- (f) An employee shall not take carer's leave under this clause where another person has taken leave to care for the same person.
- (g) The employee shall, wherever practicable, give the employer notice prior to the intention to take leave, the name of the person requiring care and their relationship to the employee (where applicable), the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (h) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

17.5 Bereavement Leave

An employee shall be entitled to three days paid leave on the death of a spouse, child, stepchild, father, mother, brother, sister, grandparent, parent in law, son-in-law, daughter-in-law if such leave is necessary to arrange for and/or attend the funeral of the deceased.

17.6 Ceremonial/Cultural Leave

- (a) An employee covered by this Agreement is entitled to time off without loss of pay for tribal/ceremonial/cultural purposes.
- (b) Such leave shall include leave to meet the employee's customs, traditional law and to participate in ceremonial/cultural activities.
- (c) Each day or part thereof, taken in accordance with sub-clause (a) may be deducted from short leave entitlements or annual leave entitlements.
- (d) Time off without pay may be granted by agreement between the employer and the employee for tribal/ceremonial/cultural purposes.
- (e) Ceremonial/Cultural leave shall be available, but not limited to Aboriginal and Torres Strait Islanders.

18.—PRESERVATION OF ALLOWANCES

(a) Preservation of Allowance will be paid to full time Level 1 shift work Social Trainers in accordance with the table below. Social Trainers working in units not included in this table shall receive penalty payments in accordance with the Government Officers (Social Trainers) Award 1988.

(b) The Preservation of Allowance will be a payment in lieu of the following allowances and penalties paid under the Government Officers (Social Trainers) Award 1988:

- Annual Leave Loading and/or average penalties
- Weekend Penalties
- Sleep Shift Allowance
- Shift Loading

(c) For the purpose of this Agreement, the Preservation of Allowance does not include:

- Relieving Senior Social Trainer Allowance (RSST)
- Uniform Allowance
- Travel Allowance
- Relieving Unit Supervisor Allowance (RUS)
- Relieving Area Supervisor Allowance (RAS)
- Higher Duties Allowance
- Qualification Allowance
- Overtime

(d) Pursuant to Clause 17—Leave, subclause 17.1 Annual Leave Loading, employees in receipt of a Preservation of Allowance less than 20% will be paid annual leave loading as per the Government Officers (Social Trainers) Award 1988.

Unit	%	Unit	%
EMR		NMR—Accm Area 4	
Cranleigh Street	33.00	Croydon/White Pl	27.50
Belstead Avenue	23.00	Morrison	28.00
Hartfield Street	20.50	Redfern	30.00
82 Drummond Street	29.50	Waterloo	30.00
Colstoun Road	28.00	Subiaco	30.00
Earlsferry	27.50	Bristol	17.00
Brook Street	32.00	Sussex	19.50
Bennett Brook	29.00	SMR	
Milford	27.00	Hyland Way	30.50
Cromane House	26.50	Hamilton Street	34.00
Redgum Way	27.00	Malone Court	39.00
Fairholme House 1	30.00	Berehaven Avenue	39.00
Fairholme House 2+3	27.00	Merian Close	28.00
Carramar	27.50	Barnsley Street	28.00
Pindarra	25.00	Virginia Avenue	30.00
Chesney Street	26.50	Albany Highway	30.00
NMR—Accm Area 1		Lyrebird Way	26.50
Chalcombe	28.00	Justinian Street	29.00
Karrinyup	34.00	Gledhill Way	32.00
Verbeena	20.00	Silversmith	25.50
NMR—Accm Area 2		Digby Street	29.50
Epsom	26.00	Kenwick Road	30.00
Booker	20.00	Palmyra	27.00
Maybach	31.00	Ardross	29.50
Mileto	20.00	McKenzie	28.50
Lennard	20.00	Healy Road	28.00
Strathyre	20.00	Jenkins Street	27.00
Buckthorn	20.00	Kilarney	25.00
Mirrabooka	31.00	Spearwood	28.00
Robertsbridge	20.00	Balsabay	29.50
NMR—Accm Area 3		Crawford	30.00
Pike	28.00	Dorset	17.50
Wattle	20.00	Boston	18.50
Staunton	28.00	Norwich	18.00
Beeston	28.00	IFS (Foothills)	18.00
Ballot	29.00	IFS (Coasta1)	18.00
Balcombe	20.00		
Hector	209.00		

(e) Should any facility which attracts a specific preserved allowance be devolved into smaller facilities, these new facilities shall have a preservation of allowance calculated for each individual facility.

(f) Where a shift work employee is transferred to a work location for a complete fortnightly pay roster period, the preservation of allowance percentage will adjust to the rate applicable to this work location.

(g) Where a shift work employee is transferred to a work location for a period less than a complete fortnightly pay roster period the preservation allowance paid will not alter.

(h) Where a shift work employee is required to work a single sleep shift where their unit preservation allowance does not include sleep shifts then the applicable sleep shift allowance is payable.

19.—DISPUTE SETTLEMENT PROCEDURE

Preamble

This procedure is for the purpose of dealing with issues arising from the implementation of this Agreement only.

This procedure reflects a shared objective of the parties to ensure that all questions, disputes or difficulties raised by employees and management of Disability Services Commission are resolved in a fair, equitable and expedient manner.

In the event of any disagreement between the parties as to the interpretation and implementation of this Agreement the following shall apply:

19.1 Definition

- (a) A question, dispute or difficulty may arise as a result of concerns by employees in respect to their employment conditions and/or environment. These may include but not be limited to:
 - (i) Interpretation of provisions of the Public Service Award 1992 and the Government Officers (Social Trainers) Award 1988;
 - (ii) Decisions made in respect of human resource policies and practices;
 - (iii) Safety issues;
 - (iv) Any form of harassment, discrimination or victimisation of employees not covered by specified grounds under the Equal Opportunity Act 1984 as listed in subclause (b) of this clause.
- (b) Questions, disputes or difficulties arising from discrimination or victimisation on the grounds of gender, race, marital status, pregnancy, age, sexual preference, religious belief, political conviction, family responsibility or disability as specified under the Equal Opportunity Act 1984 will continue to be dealt with by the Commission's Harassment Prevention Policy 1996.
- (c) Questions, disputes or difficulties of a sexual harassment nature as defined by the Equal Opportunity Act 1984 will continue to be dealt with by the Commission's Harassment Prevention Policy 1996.
- (d) Questions, disputes or difficulties arising under this Agreement will be dealt with under this clause.

19.2 Resolution Principles

- (a) In resolving questions, disputes or difficulties, the following principles must be adhered to:
 - (i) All officers have the right to raise their grievance in order to achieve a fair and expedient resolution;

- (ii) Where possible, grievances should be resolved informally and quickly by the parties directly involved;
- (iii) Confidentiality should be maintained at all times in the resolution of a question, dispute or difficulty;
- (iv) The principles of natural justice should apply in the resolution process;
- (v) The officer lodging a question, dispute of difficulty has the option to terminate the process at any time;
- (vi) At any point in this process, the officer is entitled to his/her representation from the union.

19.3 Submission of a Question, Dispute or Difficulty

- (a) Any officer who considers that he/she has grounds for a question, dispute or difficulty may raise the question, dispute or difficulty with a supervisor, manager or other appropriate person.
- (b) The question, dispute or difficulty will be raised as soon as practicable after arising to ensure a rapid resolution of the question, dispute or difficulty.

Where:

- (i) The question, dispute or difficulty is not resolved by the supervisor or manager within five (5) working days; or
- (ii) It is not appropriate to raise the question, dispute or difficulty with the supervisor or manager

the matter may be referred to the Worksite Grievance Committee or Program Manager. Any matter so referred shall be replied to within five (5) working days.

- (c) Should the matter not be resolved satisfactorily at this stage, the matter shall be referred to Employee Relations or the union.

19.4 Confidentiality

- (a) At all times the highest confidentiality must be maintained in resolving a question, dispute or difficulty.
- (b) Any documentation concerning the question, dispute or difficulty shall be held on a "Question, Dispute or Difficulty" file maintained in the Corporate Services Directorate. No additional copies of correspondence will be held on any other source, including word processors.
- (c) Access to the "Question, Dispute or Difficulty" file will be limited to the CEO or his delegate.

20.—SIGNATURES OF PARTIES TO THE AGREEMENT

Signatories
 Signed for and on behalf of
 the CIVIL SERVICE ASSOCIATION INC. by:
 (Signed by D. Robinson)
 Date: 18 / 6 / 96
 Signed for by the Disability Services Commission:
 (Signed by Haydn Lowe)
 Date: 16 / 6 / 96

SCHEDULE A—PRODUCTIVITY INITIATIVES

INITIATIVE	% Future Productivity	% Past Productivity Return to Community	% TOTAL
Workplace Reform			
Alternative Staffing Model	2.43%	0.49%	2.92%
Preservation of allowances—pay processing savings (Service Improvement Value estimated at 20%)	0.19%	0.04%	0.23%
Flexibility—Variable shift length savings—Social Trainers	0.18%	0.00%	0.18%
Flexibility—ADO's taken without relief	0.05%	0.05%	0.10%

SCHEDULE A—PRODUCTIVITY INITIATIVES—*continued*

INITIATIVE	% Future Productivity	% Past Productivity Return to Community	% TOTAL
Flexibility—Variable Hours—Clerical & Professional	0.02%	0.00%	0.02%
Best Practice—Examination of Work Processes	0.02%	0.02%	0.04%
Best Practice—Introduction of Relieving Area Supervisor (RAS) Model	0.00%	0.02%	0.02%
Best Practice-Development of Restructuring Document	0.00%	0.03%	0.03%
Best Practice-Expansion of Allegation Procedures to all Staff	0.00%	0.02%	0.02%
Best Practice-Commitment to providing services to “non-DSC” clients	0.10%	0.00%	0.10%
Best Practice—Young Offenders program	0.08%	0.00%	0.08%
Contracting Fleet Management	0.00%	0.06%	0.06%
Contracting Clinical Engineering	0.00%	0.35%	0.35%
Contracting Staff Training	0.00%	0.19%	0.19%
Contracting Purchasing (Clerical)	0.00%	0.06%	0.06%
Contracting Information Technology	0.00%	0.37%	0.37%
Contracting Engineering	0.00%	0.16%	0.16%
Contracting Classification review and grievance investigations	0.00%	0.08%	0.08%
	3.07%	1.92%	4.99%
Organisational Restructuring Initiatives			
Executive—Amalgamation of Central Directorates (Apr 1995)	0.00%	0.15%	0.15%
Executive—Merger BDS/AIH (Dec 1993)	0.00%	0.47%	0.41%
Executive—Administration restructure (February 1996)	0.12%	0.13%	0.24%
Executive—Amalgamation of S/West and S/East Regions— to expand LAC (Apr 1995)	0.31%	0.22%	0.53%
Corporate Services—Payroll (Bureau of Disability Services)	0.00%	0.19%	0.19%
Corporate Services—gardening, library and cleaning reductions	0.00%	0.29%	0.29%
Corporate Services—reduction of Training Officers	0.00%	0.39%	0.39%
Corporate Services—Principal Consultant	0.00%	0.19%	0.19%
Corporate Services—Human Resource Devolution	0.00%	0.09%	0.09%
	0.43%	2.11%	2.54%
Service Development			
Establishment of Local Area Coordination		7.00%	7.00%
Establishment of School Aged Therapy Services and Post School Options		3.50%	3.50%
Market Development (will include charging for Professional Officers)	0.00%	0.39%	0.39%
Professional Services (2.14% increase in client numbers)	0.00%	0.64%	0.64%
	0.00%	11.52%	11.52%
Less \$16.00 State Wage Increase	0.00%	-2.33%	-2.33%
TOTAL	3.50%	13.22%	16.72%

SCHEDULE B—SALARY SCHEDULE

Salary Point	Old Salary	Salary including 4% 1st Payment	Gross Fortnight	Gross Salary 2% inc p/a 2nd Payment	Gross Fortnight	Gross Salary 1% inc p/a 3rd Payment	Gross Fortnight
L1.17yrs	\$12,707	\$13,215	\$506.65	\$13,469	\$516.39	\$13,596	\$521.25
L1.18yrs	\$14,822	\$15,415	\$590.99	\$15,711	\$602.35	\$15,859	\$608.02
L1.19yrs	\$17,157	\$17,843	\$684.08	\$18,186	\$697.23	\$18,357	\$703.80
L1.20yrs	\$19,267	\$20,037	\$768.21	\$20,422	\$782.95	\$20,614	\$79.031
L1.1 (1styrTST)	\$21,165	\$22,012	\$843.90	\$22,435	\$860.12	\$22,647	\$868.24
L1.2(2ndyrTST)	\$21,817	\$22,690	\$869.89	\$23,126	\$886.62	\$23,344	\$894.99
L1.3(3rdyrTST)	\$22,468	\$23,367	\$895.85	\$23,816	\$913.08	\$24,041	\$921.69
L1.4(1styrST)	\$23,115	\$24,040	\$921.65	\$24,502	\$939.37	\$24,733	\$948.23
L1.5 (2ndyrST)	\$23,766	\$24,717	\$947.60	\$25,192	\$965.83	\$25,430	\$974.94
L1.6(3rdyrST)	\$24,417	\$25,394	\$973.56	\$25,882	\$992.28	\$26,126	\$1,001.64
L1.7(4thyrST)	\$25,166	\$26,173	\$1,003.43	\$26,676	\$1,022.72	\$26,928	\$1,032.37
L1.8 (5th yr ST)	\$25,684	\$26,711	\$1,024.08	\$27,225	\$1,043.77	\$27,482	\$1,053.62
L1.9 (6th yr ST)	\$26,450	\$27,508	\$1,054.62	\$28,037	\$1,074.90	\$28,301	\$1,085.04
L2.1	\$27,367	\$28,462	\$1,091.20	\$29,009	\$1,112.17	\$29,283	\$1,122.68
L2.2	\$28,070	\$29,193	\$1,119.21	\$29,754	\$1,140.74	\$30,035	\$1,151.50
L2.3	\$28,809	\$29,961	\$1,148.68	\$30,538	\$1,170.77	\$30,826	\$1,181.81
L2.4	\$29,590	\$30,774	\$1,179.82	\$31,365	\$1,202.51	\$31,661	\$1,213.85
L2.5	\$30,407	\$31,623	\$1,212.40	\$32,231	\$1,235.71	\$32,535	\$1,247.37
L3.1	\$31,530	\$32,791	\$1,257.17	\$33,422	\$1,281.35	\$33,737	\$1,293.44
L3.2	\$32,405	\$33,701	\$1,292.06	\$34,349	\$1,316.91	\$34,673	\$1,329.33
L3.3	\$33,307	\$34,639	\$1,328.03	\$35,305	\$1,353.56	\$35,638	\$1,366.33
L3.4	\$34,233	\$35,602	\$1,364.95	\$36,287	\$1,391.19	\$36,629	\$1,404.32
L4.1	\$35,503	\$36,923	\$1,415.58	\$37,633	\$1,442.81	\$37,988	\$1,456.42
L4.2	\$36,498	\$37,958	\$1,455.26	\$38,688	\$1,483.24	\$39,053	\$1,497.23
L4.3	\$37,522	\$39,023	\$1,496.09	\$39,773	\$1,524.86	\$40,149	\$1,539.24

SCHEDULE B—SALARY SCHEDULE

Salary Point	Old Salary	Salary including 4% Ist Payment	Gross Fortnight	Gross Salary 2% inc p/a 2nd Payment	Gross Fortnight	Gross Salary 1% inc p/a 3rd Payment	Gross Fortnight
L5.1	\$39,494	\$41,074	\$1,574.71	\$41,864	\$1,605.00	\$42,259	\$1,620.14
L5.2	\$40,827	\$42,460	\$1,627.86	\$43,277	\$1,659.17	\$43,685	\$1,674.82
L5.3	\$42,212	\$43,900	\$1,683.09	\$44,745	\$1,715.45	\$45,167	\$1,731.64
L5.4	\$43,649	\$45,395	\$1,740.38	\$46,268	\$1,773.85	\$46,704	\$1,790.59
L6.1	\$45,960	\$47,798	\$1,832.53	\$48,718	\$1,867.77	\$49,177	\$1,885.39
L6.2	\$47,531	\$49,432	\$1,895.17	\$50,383	\$1,931.61	\$50,858	\$1,949.83
L6.3	\$49,157	\$51,123	\$1,960.00	\$52,106	\$1,997.69	\$52,598	\$2,016.54
L6.4	\$50,893	\$52,929	\$2,029.22	\$53,947	\$2,068.24	\$54,456	\$2,087.75
L7.1	\$53,555	\$55,697	\$2,135.36	\$56,768	\$2,176.42	\$57,304	\$2,196.95
L7.2	\$55,397	\$57,613	\$2,208.80	\$58,721	\$2,251.28	\$59,275	\$2,272.52
L7.3	\$57,401	\$59,697	\$2,288.71	\$60,845	\$2,332.72	\$61,419	\$2,354.73
L8.1	\$60,658	\$63,084	\$2,418.57	\$64,297	\$2,465.08	\$64,904	\$2,488.33
L8.2	\$62,991	\$65,511	\$2,511.59	\$66,770	\$2,559.89	\$67,400	\$2,584.04
L8.3	\$65,884	\$68,519	\$2,626.94	\$69,837	\$2,677.46	\$70,496	\$2,702.72
L9.1	\$69,497	\$72,277	\$2,771.00	\$73,667	\$2,824.29	\$74,362	\$2,850.93
L9.2	\$71,938	\$74,816	\$2,868.33	\$76,254	\$2,923.49	\$76,974	\$2,951.07
L9.3	\$74,722	\$77,711	\$2,979.33	\$79,205	\$3,036.63	\$79,953	\$3,065.27
CLASS 1	\$78,932	\$82,089	\$3,147.20	\$83,668	\$3,207.72	\$84,457	\$3,237.98
CLASS 1.5	\$81,037	\$84,278	\$3,231.13	\$85,899	\$3,293.26	\$86,710	\$3,324.33
CLASS 2	\$83,142	\$86,468	\$3,315.06	\$88,131	\$3,378.81	\$88,962	\$3,410.68
CLASS 2.5	\$85,246	\$88,656	\$3,398.95	\$90,361	\$3,464.31	\$91,213	\$3,496.99
CLASS 3	\$87,350	\$90,844	\$3,482.84	\$92,591	\$3,549.82	\$93,464	\$3,583.30
CLASS 4	\$91,560	\$95,222	\$3,650.70	\$97,054	\$3,720.91	\$97,969	\$3,756.01

SCHEDULE C—SALARY SCHEDULE—SPECIFIED CALLINGS

	Salary including 4% Ist Payment	Gross Fortnight p/a	Gross Salary 2% increase p/a 2nd Payment	Gross Fortnight	Gross Salary 1% increase 3rd Payment	Gross Fortnight	
L2/4.1	\$27,367	\$28,462	\$1,091.20	\$29,009	\$1,112.17	\$29,283	\$1,122.68
L2/4.2	\$28,809	\$29,961	\$1,148.68	\$30,538	\$1,170.77	\$30,826	\$1,181.81
L2/4.3	\$30,407	\$31,623	\$1,212.40	\$32,231	\$1,235.71	\$32,535	\$1,247.37
L2/4.4	\$32,405	\$33,701	\$1,292.06	\$34,349	\$1,316.91	\$34,673	\$1,329.33
L2/4.5	\$35,503	\$36,923	\$1,415.58	\$37,633	\$1,442.81	\$37,988	\$1,456.42
L2/4.6	\$37,522	\$39,023	\$1,496.09	\$39,773	\$1,524.86	\$40,149	\$1,539.24
L5.1	\$39,494	\$41,074	\$1,574.71	\$41,864	\$1,605.00	\$42,259	\$1,620.14
L5.2	\$40,827	\$42,460	\$1,627.86	\$43,277	\$1,659.17	\$43,685	\$1,674.82
L5.3	\$42,212	\$43,900	\$1,683.09	\$44,745	\$1,715.45	\$45,167	\$1,731.64
L5.4	\$43,649	\$45,395	\$1,740.38	\$46,268	\$1,773.85	\$46,704	\$1,790.59
L6.1	\$45,960	\$47,798	\$1,832.53	\$48,718	\$1,867.77	\$49,177	\$1,885.39
L6.2	\$47,531	\$49,432	\$1,895.17	\$50,383	\$1,931.61	\$50,858	\$1,949.83
L6.3	\$49,157	\$51,123	\$1,960.00	\$52,106	\$1,997.69	\$52,598	\$2,016.54
L6.4	\$50,893	\$52,929	\$2,029.22	\$53,947	\$2,068.24	\$54,456	\$2,087.75

SCHEDULE D—INTRODUCTION OF STAFF OTHER THAN SOCIAL TRAINERS

The Parties agree that none of the terms outlined in this Enterprise Bargaining Agreement shall apply to employees other than those defined elsewhere in the Agreement.

The parties agree that when direct care staff other than Social Trainers are introduced into individual units which are currently staffed by Social Trainers, the following will be recognised.

(a) Adherence to strong guidelines to protect:

- (i) Integrity of service provided by Social Trainers;
- (ii) The percentage of Social Trainers in relation to other staff. This percentage shall be 85% Social Trainers and 15% other staff across the whole of Disability Services Commission.
- (iii) The flexibility of services provided by Social Trainers ability to respond to changing client needs.

(b) The salary structure recognises the skills and training of Social Trainers and the increases in their responsibilities.

(c) Duties and shifts where Social Trainers are required by DSC shall only be covered by Social Trainers, without exception.

Safeguards for introduction of a staffing model that includes staff other than Social Trainers. The parties agree that the following shall occur.

(d) Assessment of Facility/Client group/house:

- (i) Before any direct care staff other than Social Trainers are introduced into Facility/Client group/houses that are currently staffed by Social Trainers, a full and thorough assessment of that Facility/Client group/house including the training needs of clients and skill levels required of staff shall be managed and/or carried out by a senior officer (with relevant experience) through the Human Resource Branch in conjunction with that Facility/Client group/house;
- (ii) Disability Services Commission shall not use this Agreement as the reason to move clients

(e) Reassessment of Facility/Client group/ house

- (i) Any facility/client group or house shall be reassessed if requested by the staff due to marked changes in client population, behaviour or needs.
- (ii) DSC may undertake a reassessment should that be deemed necessary.

(f) Supervision

- (i) Any Facility/Client group/house referred to above shall, at all times, have a Social Trainer responsible for that unit. Further, any Social Trainer in that facility may provide direction to any staff other than Social Trainers. Supervision of staff other than Social Trainers shall be by Agreement and may include Social Trainers.

- (ii) Should any decision be made to introduce staff other than Social Trainers as per this schedule, the number and ratio of those staff shall be in accordance with (a) of this schedule.

(g) Duties

- (i) Duties of staff other than Social Trainers shall be determined to suit the Facility/Clientgroup/house by the assessment process. Duty statements for staff other than Social Trainers shall not include duties that Social Trainer skills are a prerequisite.

(h) Training

- (i) Appropriate training, as established by the assessment process will be given to staff other than Social Trainers employed to perform duties in any facility/Clientgroup/house staffed by Social Trainers.
- (i) No permanent Social Trainer shall lose their job as a result of the introduction of staff other than Social Trainers.

SCHEDULE E—PRODUCTIVITY MEASUREMENTS

INITIATIVE	IMPACT	OUTCOME	MEASUREMENT	TARGETS
Describe the initiative	Identify and describe how the reflects the current	What is the initiative expected to achieve?	What data reflects the current situation with this initiative?	What results would DSC set as a target for the initiative to achieve? (Initiatives may be grouped to set targets)
Introduction of Alternative Staffing Model(ASM):	<ul style="list-style-type: none"> employment conditions work practices services provided organisational structure \$ savings 	<ul style="list-style-type: none"> reduction in costs reduction in inputs increase output increase quality/improve 	<ul style="list-style-type: none"> Introduction of ASM will result in direct savings of \$9500 for each Client Assistant (Training) appointed It is anticipated that the equivalent of an additional 20% (over the \$9 500 FTE) will accrue to government in terms of superannuation and other on costs Identified improvement of training outcomes/options 	<ul style="list-style-type: none"> 15% of Social Trainer AASL positions converted at the end of the agreement \$ 1.25 million in direct salary costs
<ul style="list-style-type: none"> Introduction of additional category of staff (Client Assistant (Training)) in selected units Social Trainer positions converted to Client Assistant (Training) 	<ul style="list-style-type: none"> \$1.5 Million in direct salary costs once the introduction of ASM is fully completed ASM will provide management with the option of designing a more flexible staffing arrangement, similar to non government sector ASM will allow an increase in the level of training by Social Trainers New category of staff will fit into existing structure 	<ul style="list-style-type: none"> Improvement in service delivery to clients with a disability Allows flexibility in options to meet individual client needs Improvement in Social Trainer performance and job satisfaction 		
Preservation of Allowances:	<ul style="list-style-type: none"> \$120 000 in direct salary costs Reduction in administrative costs Less complex payroll processes Reduction in time spent on payroll related queries Reduction in volume of penalty calculations 	<ul style="list-style-type: none"> Improved service to customers as a result of a reduction in payroll related queries Reduction in administrative time in payroll processing Improved employee relations 	<ul style="list-style-type: none"> Reduction in time in payroll administration Current level of customer queries Current level of customer satisfaction with service delivery provided 	<ul style="list-style-type: none"> 20% reduction in time spent on payroll administration Reduction in payroll enquiries
<ul style="list-style-type: none"> Payment of shift penalties and allowances as a percentage of base salary applicable to each work unit. (Shifts and allowances included are: sleep shifts, PM, weekend penalties, annual leave loading) 				
Amalgamation of SW and SE Regions and expansion of LAC	<ul style="list-style-type: none"> Rationalisation of resources 	<ul style="list-style-type: none"> Increase quality services to community/clients Redirection of funds saved to LAC 	<ul style="list-style-type: none"> Consumer satisfaction Increase in LAC positions in SMR 	<ul style="list-style-type: none"> Increase in number of LAC's providing service in SMR
Flexible Working hours - Social Trainers - Clerical/Professional	<ul style="list-style-type: none"> Improved services to clients Reduction in overtime worked \$129 500 in actual savings Improved working conditions to accommodate family commitments 	<ul style="list-style-type: none"> Increased access to services by clients Reduction in overtime costs Improved client/customer relations Reduced hours of overtime resulting in reduction in fatigue, errors and an increase in productivity Increase in employee satisfaction 	<ul style="list-style-type: none"> Overtime statistics 	<ul style="list-style-type: none"> Actual dollar savings met from overtime
<ul style="list-style-type: none"> To allow more options in providing services at the times they are required within current staffing levels 				
<ul style="list-style-type: none"> Accrued Days Off (ADOs) taken without relief—ADOs taken without the need to backfill 	<ul style="list-style-type: none"> \$25 000 of savings in staffing cost reduction in administrative relief reduction in disruption to clients in service delivery 	<ul style="list-style-type: none"> Improved client relations 	<ul style="list-style-type: none"> Number of ADOs taken without relief 	<ul style="list-style-type: none"> Actual dollar savings met from ADOs taken
Describe the initiative	Identify and describe how the reflects the current	What is the initiative expected to achieve?	What data reflects the current situation with this initiative?	What results would DSC set as a target for the initiative to achieve? (Initiatives may be grouped to set targets)
Best Practice/ Benchmarking (Examination of work processes):	<ul style="list-style-type: none"> employment conditions work practices services provided organisational structure \$ savings 	<ul style="list-style-type: none"> reduction in costs reduction in inputs increase output increase quality/improve 	<ul style="list-style-type: none"> Level of satisfaction with restructuring processes Earlier resolution of grievances 	<ul style="list-style-type: none"> Grievances resolved in 10 working days
<ul style="list-style-type: none"> Development of restructuring document Expansion of allegation procedures to staff 	<ul style="list-style-type: none"> Reduction in time spent on administrative processes Reduction in duplication of services/practices Improved work practices by reviewing and establishing new standards Improved delivery of services Improved information sharing early resolution of grievances 	<ul style="list-style-type: none"> Increased quality of service delivery to clients and customers both external and internal to DSC Productivity improvement of \$45 000 		

SCHEDULE E—PRODUCTIVITY MEASUREMENTS—*continued*

INITIATIVE	IMPACT	OUTCOME	MEASUREMENT	TARGETS
Young Offenders program	• Increased service provision for people with intellectual disabilities who offend and are involved with the criminal justice system.	• Improved quality of life for the client • Reduce future re-offending • Reduce volume of service due to reduced client need	• Current level of offences committed by target group • Number of hours that DSC staff are involved in supporting young offenders	• Reduction in hours that DSC staff are involved in supporting young offenders
Commitment to providing services to non DSC clients.	• Barriers to working with clients from non intellectual disabilities removed.	• Increased access to service by clients at a productivity improvement estimated at \$50 000.	• Number of non "DSC" clients	• Number of clients • Number of non DSC clients

**HEALTH DEPARTMENT OF WESTERN AUSTRALIA
(CSA) INDUSTRIAL AGREEMENT 1996.**

No. PSA AG 131 of 1996.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Commissioner of Health
and

Civil Service Association of Western Australia Incorporated.

No. PSA AG 131 of 1996.

PUBLIC SERVICE ARBITRATOR C.B. PARKS.

20 June 1996.

Order:

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 131 OF 1996

HAVING heard Mr E. Dillon on behalf of the first named party and Ms P. Branson on behalf of the second named party and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the document titled the Health Department of Western Australia (CSA) Industrial Agreement 1996, filed in the Commission on 31 May 1996, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C. B. PARKS,
Commissioner.

[L.S]

HEALTH DEPARTMENT OF WESTERN AUSTRALIA
(CSA) INDUSTRIAL AGREEMENT 1996

1. NAME OF AGREEMENT

This agreement will be known as the Health Department of Western Australia (CSA) Industrial Agreement 1996.

2. ARRANGEMENT

Sections:

- 3 Parties to the Agreement
- 4 Glossary of Terms
- 5 Scope of the Agreement
- 6 Purpose of the Agreement
- 7 No Further Claims
- 8 Duration of the Agreement
- 9 Objectives of the organisation
- 10 A Common Vision of the organisation
- 11 Core Productivity Initiatives
- 12 Measuring Productivity
- 13 Milestones and Payments
- 14 Dispute Resolution
- 15 Monitoring and Evaluation of the Agreement
- 16 Ratification

Schedules:

- A Productivity Initiatives East Perth Government Offices
- B Productivity Initiatives Community Health Services
- C Productivity Initiatives Public Health Services
- D Productivity Initiatives Dental Services

- E Productivity Initiatives Mental Health Services
- F Employees Bound by the Agreement.
- G Revised Rates of Pay
- H Dispute Resolution

3. PARTIES TO THE AGREEMENT

The Parties to the Agreement are the Commissioner of Health for Western Australia and the Civil Service Association of Western Australia (Inc.)

4. GLOSSARY OF TERMS

Within the context of this agreement the following terms have the specified meaning;

Agreement means the Health Department of Western Australia (CSA) Industrial Agreement 1996

Ancillary Services means all those managerial, administrative, clerical and other activities normally carried out by the employees of the organisation in support of the delivery of Health Department services to the community.

Association means the Civil Service Association of Western Australia Inc.

Commissioner means the Commissioner of Health for Western Australia.

Division or divisional refers to that part of the organisation which is managed by an employee who reports directly to the Commissioner of Health and includes those areas of the Community Health Services where the Association has industrial coverage irrespective of the reporting line of the General Manager concerned.

FTE means Full Time Equivalent and refers to the number of employees of the Commissioner at either the organisational or divisional level.

The organisation is inclusive of all those employees of the Commissioner of Health and the Board of Management of the Perth Dental Hospital who are eligible for membership of the Civil Service Association of Western Australia (Inc.) but excludes those persons employed by the Board of Management of the PathCentre.

Peak Consultative Forum means that body, comprising the representatives of the Commissioner and the employees of the organisation, established at the commencement of this agreement, which is to provide an advisory service to the Commissioner in regard to the implementation of the specified productivity initiatives of this agreement.

5. SCOPE OF THE AGREEMENT

This agreement applies to, and is binding upon, all employees of the Commissioner or the Board of the Perth Dental Hospital who are employed in the organisation as defined in the Glossary of Terms.

6. PURPOSE OF THE AGREEMENT

6.1 This agreement establishes the arrangements and initiatives to be implemented within the organisation that are intended to increase productivity and customer service, and substantiate pay adjustments for employees

6.2 This agreement shall be read in conjunction with the Public Sector Management Act 1994 and Regulations, the Public Service Award 1992 and the Government Officers Salaries, Allowances and Conditions Award 1989. Nothing in this agreement shall detract from the provisions of the said Act. If there is any inconsistency between this agreement and the said Awards then this agreement will prevail.

6.3 Other than as expressly provided for in this agreement the powers and obligations of the Commissioner and his delegates in regard to the management of the functions and services of the organisation are not varied.

6.4 This agreement is made in accordance with the provisions of the Western Australian Public Sector (Civil Service Association) Enterprise Bargaining Framework Agreement 1995, the provisions of which will be adhered to by the parties during the life of the agreement.

6.5 Schedules A, B, C, D and E of this agreement set out the specifics of the currently identified productivity initiatives to be implemented at the divisional level.

7. NO FURTHER CLAIMS

7.1 The parties agree that within the context of this agreement no further claims relating to pay or conditions of employment will be made by either party during the life of this agreement.

7.2 It is further agreed that the combination of the pay rises contained in this agreement, the first and second Arbitrated Safety Net Adjustments which have already been paid and the third adjustment which will be absorbed into this agreement, will be full settlement for all claims associated with past productivity up to the operative date of this agreement.

8. DURATION OF THE AGREEMENT

This agreement shall take effect from the date of being Registered with the Western Australian Industrial Relations Commission and be applied for a period of fifteen months from such date.

9. OBJECTIVES OF THE ORGANISATION

The following objectives have been set for the organisation and provide the rationale for the initiatives and actions specified in, or flowing from this agreement;

9.1 To improve the productivity and efficiency of the organisation through;

- the development and implementation of integrated and flexible work systems,
- the adoption of Total Quality Management concepts,
- the attainment of best practice standards,
- the implementation of multi-skilling strategies, and
- the adoption of a more flexible approach to part-time employment.

9.2 To adopt a commercial and customer focussed approach to the delivery of quality services and products that add value to the provision of health services across the state.

9.3 To rigorously apply to the organisation the "General principles of public administration and management", as specified in the Public Sector Management Act 1994.

9.4 To adopt a coordinated and integrated strategic business planning regime within the organisation.

9.5 To implement such restructuring of the organisation that will ensure that Government policy, community service obligations and allocated resources are effectively applied.

9.6 To encourage employees to actively participate in the generation and implementation of ideas in order to continually improve the overall productivity of the organisation and ensure that resources are used effectively and efficiently.

10. A COMMON VISION OF THE ORGANISATION

The Parties agree to work together towards achieving the organisation's mission, which is to;

- deliver high quality, efficient and customer focussed health and ancillary services,
- provide and maintain a work environment that is safe and healthy,
- promote and encourage employee development,
- provide meaningful and fulfilling work for all employees, and
- attract, retain and appropriately rewards employees.

11. CORE PRODUCTIVITY INITIATIVES

The organisation will develop and implement tailored initiatives at the corporate and divisional levels which will ensure that the Objectives of the Organisation and its commitment to customer service are progressed.

In support of the following core initiatives and those outlined in the attached Divisional Schedules, the organisation will adopt a continuous improvement approach, to ensure that other opportunities for improving customer service are taken.

The Core Productivity Initiatives applying to this agreement, which will be implemented at the divisional level in consultation with employees and the Association are;

11.1 Business Process Review (Delivery date: By 30/7/96 and then on-going)

To establish and implement a program for the evaluation and re-engineering of business processes, work systems and job design that will ensure;

- opportunities for productivity gains are identified and implemented,
- best practice outcomes,
- efficiency in resource use,
- increased customer satisfaction, and
- compliance with the Public Sector Management Act 'General principles of public administration and management.'

Productivity target: A reduction in the resource costs of business processes and a continuing improvement in service quality.

11.2 FTE Allocations (Delivery date: To commence by 30/6/96 and then on-going)

To review and adjust the allocation of employees to divisions consistent with the implementation of restructuring initiatives or other business reforms. Reduction in employee numbers to take place through natural attrition, redeployment or severance.

Productivity target: All employees whose positions have been abolished by restructuring or other business initiatives shall, within the bounds of practicality, be permanently placed within six months of the implementation of those initiatives or re-structures.

11.3 Business Planning (Delivery date: By 30/6/96)

To develop business plans at the divisional level that are customer focused, effective in the management of resources and are appropriately linked to the strategic plans of the Health Department of WA.

11.4 Performance Agreements (Delivery date: By 31/7/96)

To adopt a system of performance agreements and performance reviews at the Branch and Section Manager level that reflects the Objectives of the organisation and the specific productivity initiatives of the division concerned.

11.5 Individual Performance Development System (Delivery by 30/9/96)

To redevelop the existing performance management system so that it reflects the current structural and business changes to the organisation and provides opportunities for employees to develop new skills and competencies consistent with those changes. The Individual Performance Development System will meet the requirements of the prevailing Public Sector Standards.

11.6 The Development of Mobility Principles (Delivery by 31/7/96)

To redevelop existing processes for the equitable intra-departmental transfer of employees between geographic locations or occupational groups consistent with prevailing Public Sector Standards and current restructuring initiatives.

11.7 Overpayments (Delivery by 30/6/96)

Where it is agreed by an employee and the employer that the employee has been overpaid for any reason the employer will be entitled to recover such overpayment.

Overpayments may be recovered by the employer in the pay period following the overpayment provided that the employee does not suffer hardship by such recovery. In such cases the employer may accept an offer made by the employee for alternative repayment arrangements or recover the sum in the next but one pay period following discovery of the overpayment by agreement with the employee.

11.8 Part—time Employment (Delivery by 31/12/96)

The parties agree to the adoption of more flexible approach to the use of part-time employment during the life of this agreement, accordingly:

- 11.8.1 During the life of this agreement the definition of permanent part-time employment set out in section 9(1) (a) of the Public Service Award 1992 and of part-time employment set out in Section 6 'Definitions' of the Government Officers Salaries, Allowances and Conditions Award 1989 will be set aside.
- 11.8.2 Part-time employment is agreed to mean, within the context of this agreement, those hours of work negotiated between an employee and their General Manager which, subject to organisational efficiency and productivity, can be varied between a minimum of 7.5 hours and 30.0 hours per week for a specified period.
- 11.8.3 During periods of part-time employment all calculations related to salary and all other entitlements will be as prescribed in the relevant Award.

12. MEASURING PRODUCTIVITY

The payment of the second and third increases outlined in Section 13 of this agreement will be made having regard to:

- 12.1 The continued commitment of the parties to the Objectives of the Organisation and the implementation of the initiatives and reforms included within this agreement, and
- 12.2 Whether the reforms and initiatives agreed have been implemented or whether they are in the process of being implemented.

13. MILESTONES AND PAYMENTS

Subject to the provisions of Section 12 of this agreement a series of milestones and payments will apply during the life of the agreement;

13.1 A pay increase of 4% over and above the relevant Award rates as at 31st December 1995 will be paid to employees from 29th February 1996.

13.2 Within one month of the Registration of this agreement each division will have documented a detailed plan for the implementation of their respective Productivity Initiatives.

13.3 Within three months of any announcement by the Commissioner of Health that re-structuring or other productivity initiatives have been approved, employees will have done everything within their power to effectively implement those changes.

13.4 From the 31st August 1996 and subject to the provisions of the Enterprise Bargaining Framework Agreement and a recommendation from the Peak Consultative Forum, the 2% second pay increase will be recommended for payment by the Commissioner.

13.5 From the 28th February 1997 and subject to the provisions of the Enterprise Bargaining Framework Agreement and a recommendation from the Peak Consultative Forum, the 1% third pay increase will be recommended for payment by the Commissioner.

13.6 At least three months prior to the expiration of this agreement the parties will review the need to continue, amend or terminate this agreement.

13.7 Section 13, sub-sections 13.4 to 13.6 inclusive shall not apply to persons employed within the State Health Laboratory Service (SHLS). Instead those employees shall be covered by sub-sections 13.1 to 13.3 inclusive only and hence will receive only the one increase of 4% as detailed in sub-section 13.1. Access to any further increases will only be available through either accepting employment with the PathCentre or accepting re-deployment and becoming subject to the terms and conditions applying to their new position.

14. DISPUTE RESOLUTION

The parties to the agreement recognise the benefits to flow from the speedy and effective resolution of any issues that may arise under this agreement. In the event of any question,

dispute or difficulty arising under this agreement, the following procedures will apply:

14.1 The employee concerned, a CSA representative or both will in the first instance discuss the matter with the employee's immediate supervisor.

14.2 If the matter is not resolved within five working days then the matter may be referred by either party to the Commissioner. The Commissioner may determine the matter, or with the agreement of the employee, refer it to the Peak Consultative Forum for advice or resolution as appropriate.

14.3 Nothing in this agreement shall prevent either party from referring the matter to the Western Australian Industrial Relations Commission should they believe the matter can not be resolved between the parties.

14.4 For other questions, disputes or difficulties arising under the awards associated with this agreement, employment conditions or the working environment, the provisions of Schedule H of this agreement will apply.

15. MONITORING AND EVALUATION OF THE AGREEMENT

The progress made towards achieving the productivity targets and objectives of this agreement shall be monitored and evaluated as follows;

15.1 The Peak Consultative Forum shall meet on a monthly basis to review progress and provide such advice as it sees fit to the Commissioner and General Managers, on all matters pertaining to the agreement.

15.2 The Peak Consultative Forum, after taking into account the achievement of the productivity targets, shall advise the Commissioner, before the due dates of the pay increases referred to in this agreement, on the appropriateness or otherwise of recommending the payment of those increases.

15.3 The Commissioner, as soon as it is practical to do so, will bring to the attention of the Association any identified matter that may cause the implementation or completion of the initiatives scheduled within this agreement to be delayed.

16. RATIFICATION

The signatories that follow testify to the fact that this Agreement and the Schedules attached to and forming part of it shall come into effect as of the date of Registration.

David Robinson

(Signed by D. Robinson) 31.5.96
(Signature) (Date)

Branch Secretary, for and on behalf of the Civil Service Association of Western Australia Inc.

Eric Dillon

(Signed by E. Dillon) 31 May 1996
(Signature) (Date)

A/Coordinator, Industrial Relations, Health Department of Western Australia, for and on behalf of the Commissioner of Health.

SCHEDULE 'A'

Health Department of Western Australia (CSA) Industrial Agreement 1996

Provisions Applicable to the Divisions located at the East Perth Government Offices

The following provisions of the Agreement apply discretely to those employees of the organisation located at the East Perth Government Offices.

1. Job Classification system. (By the 31-12-96)

That the existing Job Classification system will be reviewed and recommendations made for the consideration of the Public Sector Management Office in respect of an improved system.

Productivity target: To identify a system that will meet the operational needs of the organisation and reduce process resource requirements. To implement any new system within three months of it being approved by the Public Sector Management Office.

2. Communications and Committees. (By 30-6-96)

To review and where appropriate rationalise the number, membership and purpose of the various committees operating within the divisions to ensure that they add value to the business of the organisation or meet a statutory obligation.

Productivity target: To reduce, by as much as practical, the overall employee hours and other resource costs dedicated to committees and meetings.

3. Decentralisation Initiatives and Core Services Review. (By 31-7-96)

To undertake a review of the functions of the divisions, in conjunction with the process review specified at section 4 of this schedule, and to make recommendations that will ensure that all non-core functions are either devolved to the provider areas or that they are appropriately contracted out.

Productivity target: To ensure that non-core activities are identified by 31-7-96 and that plans are developed by the 30-9-96 for the appropriate decentralisation or contracting out of those activities.

4. Process Re-engineering. (By 30-6-96)

To establish and implement a program for the evaluation and improvement of business processes that will ensure customer satisfaction, effectiveness and efficiency are maximised.

Productivity target: A reduction in the resource costs of business processes conducted by the divisions without a consequential reduction in service delivery.

5. Business Systems and Information Technology. (Strategy by 30-6-96 and Implementation by 30-6-97).

To develop and implement a strategy for the consolidation of all information technology, business and communications systems that will provide for a single accountability at General Manager level. The strategy will include the;

- prescription and application of standards for hardware,
- the standardisation of software and applications,
- the establishment of user support services.

Productivity target: The networking of all PC and lap-tops to facilitate, as a minimum, E-Mail, electronic diaries, the booking of shared facilities and authorised access to business systems eg HRIS, by 30-6-97.

6. Business Planning. (By 30-6-96)

The development and adoption of integrated strategic and business plans that supports the mission of the organisation and aligns functions, accountabilities and outcomes of the division with the Performance Agreements of the General Managers and Commissioner.

Productivity target: To have in place at the divisional and branch level, by the 30-6-96, business plans that are framed in accordance with the objectives of the General Manager's Performance Agreement and are linked to financial planning cycles.

7. Delegations of Authority. (By 30-6-96)

To review all delegations to ensure that delegations and accountabilities operate at the lowest possible level consistent with operational requirements and customer service.

Productivity target: To re-issue the manual of delegations in a format that ensures all employees are aware of the delegations that impact upon their job.

SCHEDULE 'B'

Health Department of Western Australia (CSA) Industrial Agreement 1996

Provisions Applicable to Community Health Services.

The following provisions of the Agreement apply discretely to those employees of the organisation located in the Community Health Services.

1. Communications and Committees. (By 30-6-96)

To review and where appropriate rationalise participation in the various committees operating within the individual health service to ensure that the participation of the employees and purpose of those committees add value to the business of the organisation or meet a statutory obligation.

Productivity target: To reduce, by as much as practical, the overall employee hours and other resource costs dedicated to committees and meetings.

2. Process Re-engineering. (By 30-12-96)

To establish and implement a program for the evaluation and improvement of health service and business processes that

will ensure customer satisfaction, effectiveness and efficiency are maximised.

Productivity target: A reduction in the resource costs of business processes conducted by the health service.

3. Business Planning. (By 30-6-96)

The development of business plans that adopt an integrated approach to the delivery of health services and supports the objectives of the health service functions, accountabilities and outcomes of the health service with the Performance Agreements of the General Managers and Commissioner.

Productivity target: To have in place at the individual health service level, by the 30-6-96, business plans that are framed in accordance with the objectives of the General Manager's Performance Agreement and are linked to financial planning cycles.

4. Delegations of Authority. (By 30-6-96)

To review all delegations to ensure that delegations and accountabilities operate at the lowest possible level consistent with operational requirements and customer service.

Productivity target: To re-issue the manual of delegations in a format that ensures all employees are aware of the delegations that impact upon their job.

5. Employee Multi-skilling. (By 30-9-96)

The development and implementation of a set of principles to facilitate the multi-skilling and versatility of employees. This will enable an increased capacity for the transfer from one geographic location, work assignment or occupational group to another in support of business need and customer service.

SCHEDULE 'C'

Health Department of Western Australia (CSA) Industrial Agreement 1996

Provisions Applicable to the Public Health Services

The following provisions of the Agreement apply discretely to those employees of the organisation located in the Public Health Service.

1. CURRENT PRODUCTIVITY INITIATIVES

These have been implemented since January 1996 and have been identified as already contributing to increased productivity;

1.1 Extending Clinic Service Hours.

The introduction of evening and Saturday clinics has created an extended opportunity for women to attend for screening. The extended hours have produced a considerable increase in the number of women presenting for screening without a corresponding increase in the demand for resources.

1.2 Integrated Computer System

The Public Health Service has developed a networking facility for all remote computers that allows inter and intra system communication. This has produced efficiencies in computing equipment, user time and communications across the service.

2. FUTURE PRODUCTIVITY INITIATIVES

The parties agree that the following productivity initiatives will be progressed during the life of the Agreement.

2.1 FTE Allocations (By 30-3-97)

To review and propose adjustments to the allocation of FTE to the division whilst ensuring the required output capacity of any new structure is maintained.

2.2 Communications and Committees (By 30-6-96)

To review and where appropriate rationalise the number, membership and purpose of committees operating within the division to ensure that those that remain add value to the organisation's business or comply with a legislative requirement.

2.3 Process Re-engineering (By 30-6-96 and on-going)

To establish and implement a program for the evaluation and improvement of business processes, work systems and productivity initiatives that will ensure customer satisfaction and the efficiency of the division are maximised.

Productivity target: A reduction in the resource costs of business processes conducted by the division.

2.4 Employee Multi-skilling (By 30-9-96)

The development and implementation of a set of principles to facilitate the multi-skilling and versatility of employees. This will enable an increased capacity for the transfer from one geographic location, work assignment or occupational group to another in support of business need and customer service.

2.5 Business Planning (By 30-6-96)

The development and adoption of integrated strategic and business plans that supports the mission of the organisation and aligns the functions, performance management, accountabilities and outcomes of Public Health.

Productivity target: To have in place at the divisional and branch level by the 30-6-96 business plans that are aligned to performance agreements and financial planning cycles.

2.6 Service Based JDF (By 30-9-96)

To develop and implement a more comprehensive method of describing the accountabilities and requirements of all positions in a way that will support better selection, recruitment and development processes and define work performance standards.

Productivity target: To have in place by the 30-6-96 a pilot project that implements service based JDF which link to performance planning and business planning cycles. Subject to a positive evaluation of the pilot project opportunities will be examined for the introduction of the revised job description methodology across the organisation.

2.7 Quality Matrix (By 30-9-96)

To develop a Quality Improvement Matrix for the division that will enable opportunities for improvements in business performance to be identified and acted upon.

Productivity target: To have developed the matrix by 30-9-96 and to have identified the current PHS position on it and the strategies required to progress the status of the Public Health Service.

SCHEDULE 'D'

Health Department of Western Australia (CSA) Industrial Agreement 1996

Provisions Applicable to the Dental Services

The following provisions of the Agreement apply discretely to those employees of the Board of Management of Perth Dental Hospital and the Dental Services Branch of the Health Department of Western Australia.

1. Transfer and Secondment of Employees

While the operations of statewide dental services continues on a two employer basis all employees of the Dental Services Branch of the Health Department of Western Australia and the Board of Management of the Perth Dental Hospital recognise that they are part of the operation of public dental services in its entirety and are able to be transferred or seconded to positions within Perth Dental Hospital and its associated clinics or positions within the Dental Services Branch of the Health Department irrespective of their employer. Prior to the transfer or secondment of employees a call for expressions of interest shall be made amongst eligible employees. Should the call not produce a suitable applicant then the transfer or secondment option will be applied.

Productivity target: To ensure immediate flexibility in the efficient and effective utilisation of staff in achieving both current and proposed productivity initiatives. (By 1-7-96 and on-going.)

2. Salary Processing

To develop a strategy to reduce peaks in the administrative workload associated with the calculation and processing of entitlements for employees who access leave without pay during school holidays and Faculty of Dentistry semester and academic year breaks.

Productivity Target: To develop the strategy by 30th September 1996 with implementation from the commencement of the 1997 school and academic year.

3. Patient/Operator Loads

To implement strategies for improvements in patient/operator loads while maintaining patient treatment mix.

Productivity Target: To increase average patient operator loads in the provision of both adult dental services and school dental services for the year 1996/97. (By 1-7-96 and on-going.)

4. Business Planning

Continuation of the integrated and business planning regime that supports the mission of Dental Services and identifies specific goals, outcomes and action plans to enable that mission to be achieved.

Productivity Target: Continued contribution to achieving the outcomes and action plans specifically identified in the current plan and to review the plan for the 1996/97 financial year by 31 July 1996.

5. Delegation of Authority

To review all delegations of authority to ensure their operation at the lowest possible level consistent with operational requirements and customer service.

Productivity Target: To review the existing levels of delegation and prepare a manual in a format that ensures employees are aware of the delegations that impact on the duties of the positions which they carry out. (By 1-9-96.)

6. Performance Review

To develop and adopt a system as part of the Performance Management Process that identifies the objectives to be achieved at manager and supervisor level and relates those objectives to the operation and implementation of the Business Plan.

Productivity Target: As part of the review of the current Business Plan to identify by 31 July 1996 and specify objectives to be achieved at manager and supervisor level and which will contribute to the overall achievement of the various initiatives.

SCHEDULE 'E'

Health Department of Western Australia (CSA) Industrial Agreement 1996

Provisions Applicable to the Mental Health Services

The following provisions of the Agreement apply discretely to those employees of the organisation located in the Mental Health Services.

CURRENT AND CONTINUING INITIATIVES:

1. Engineering Services

The restructuring of work organisation and work processes within Engineering Services.

2. Bureau Service between Selby-Lemnos sites and Graylands Hospital

The restructuring of services delivered to both sites from a common base and utilising common resources

NEW INITIATIVES:

1. Efficiency of Service

To establish and implement, by the 1st July 1996, a program for the review of current work processes and job design including Benchmarking that will lead to the implementation of a suite of initiatives that will deliver efficient and integrated services, cost savings and genuine productivity gains.

Productivity target: A reduction in resource costs of business processes.

2. Mobility Protocol

To develop and implement a protocol that will formalise and facilitate the transfer of employees between geographic locations in the metropolitan area, consistent with business needs, and in particular the development and implementation of Clinical Directorates.

Productivity target: The development of the protocol which will involve no additional costs by the 1st September 1996.

3. Australian Council for Health Standards Accreditation

To positively participate in achieving and maintaining ACHS Accreditation Standards.

Productivity target: Compliance with the applicable ACHS Standards in each professional area.

4. Annualisation of Salary

To pursue the annualisation of salaries where the opportunity exists. Such arrangements shall be on the basis of there being no additional cost for the employer, and no loss of income for

the individual employee or employees when group arrangements are to apply.

Productivity target: The implementation of annualised salary arrangements where the opportunity exists by 1st October 1996.

5. Mental Health Plan and Mental Health Task Force Report.

To positively consider any human resource management issues arising from the Mental Health Plan and Mental Health Task Force Report.

Productivity target: The parties to meet and consider any Human Resource management matters arising from the plan and report upon release of those documents.

SCHEDULE 'F'

Health Department of Western Australia (CSA) Industrial Agreement 1996

EMPLOYEES TO BE BOUND BY THE AGREEMENT

The approximate number of employees bound by this Agreement at the time of its Registration are two thousand and two hundred (2,200). Those employees being eligible for membership of the Civil Service Association of WA Inc.

SCHEDULE 'G'

Health Department of Western Australia (CSA) Industrial Agreement 1996

Schedule of Revised Pay Rates

PUBLIC SERVICE AWARD

Level	Full time Rate at 31/12/95	Plus 4%	Plus 2%	Plus 1%
PSA L1/U17YR	10873.00	11308.00	11534.00	11649.00
PSA L1-17YRS	12707.00	13215.00	13479.00	13614.00
PSA L1-18YRS	14822.00	15415.00	15723.00	15880.00
PSA L1-19YRS	17157.00	17843.00	18200.00	18382.00
PSA L1-20YRS	19267.00	20038.00	20439.00	20643.00
PSAL1-21-1YR	21165.00	22012.00	22452.00	22677.00
PSAL1-22-2YR	21817.00	22690.00	23144.00	23375.00
PSAL1-23-3YR	22468.00	23367.00	23834.00	24072.00
PSAL1-24-4YR	23115.00	24040.00	24521.00	24766.00
PSAL1-25-5YR	23766.00	24717.00	25211.00	25463.00
PSAL1-26-6YR	24417.00	25394.00	25902.00	26161.00
PSAL1-27-7YR	25166.00	26173.00	26696.00	26963.00
PSAL1-28-8YR	25684.00	26711.00	27245.00	27517.00
PSAL1-29-9YR	26450.00	27508.00	28058.00	28339.00
PSA LEVEL2-1	27367.00	28462.00	29031.00	29321.00
PSA LEVEL2-2	28070.00	29193.00	29777.00	30075.00
PSA LEVEL2-3	28809.00	29961.00	30560.00	30866.00
PSA LEVEL2-4	29590.00	30774.00	31389.00	31703.00
PSA LEVEL2-5	30407.00	31623.00	32255.00	32578.00
PSA LEVEL3-1	31530.00	32791.00	33447.00	33781.00
PSA LEVEL3-2	32405.00	33701.00	34375.00	34719.00
PSA LEVEL3-3	33307.00	34639.00	35332.00	35685.00
PSA LEVEL3-4	34233.00	35602.00	36314.00	36677.00
PSA LEVEL4-1	35503.00	36923.00	37661.00	38038.00
PSA LEVEL4-2	36498.00	37958.00	38717.00	39104.00
PSA LEVEL4-3	37522.00	39023.00	39803.00	40201.00
PSA LEVEL5-1	39494.00	41074.00	41895.00	42314.00
PSA LEVEL5-2	40827.00	42460.00	43309.00	43742.00
PSA LEVEL5-3	42212.00	43900.00	44778.00	45226.00
PSA LEVEL5-4	43649.00	45395.00	46303.00	46766.00
PSA LEVEL6-1	45960.00	47798.00	48754.00	49242.00
PSA LEVEL6-2	47531.00	49432.00	50421.00	50925.00
PSA LEVEL6-3	49157.00	51123.00	52145.00	52666.00
PSA LEVEL6-4	50893.00	52929.00	53988.00	54528.00
PSA LEVEL7-1	53555.00	55697.00	56811.00	57379.00
PSA LEVEL7-2	55397.00	57613.00	58765.00	59353.00
PSA LEVEL7-3	57401.00	59697.00	60891.00	61500.00
PSA LEVEL8-1	60658.00	63084.00	64346.00	64989.00
PSA LEVEL8-2	62991.00	65511.00	66821.00	67489.00
PSA LEVEL8-3	65884.00	68519.00	69889.00	70588.00
PSA LEVEL9-1	69497.00	72277.00	73723.00	74460.00
PSA LEVEL9-2	71938.00	74816.00	76312.00	77075.00
PSA LEVEL9-3	74722.00	77711.00	79265.00	80058.00
Class 1	78932.00	82089.00	83731.00	84568.00
Class 2	83142.00	86468.00	88197.00	89079.00
Class 3	87350.00	90844.00	92661.00	93588.00
Class 4	91560.00	95222.00	97126.00	98097.00
Class 1.5	81037.00	84278.00	85964.00	86824.00
Class 2.5	85245.00	88655.00	90428.00	91332.00
Class 3.5	89455.00	93033.00	94894.00	95843.00

SPECIFIED CALLINGS—PUBLIC SERVICE AWARD

Level	Full time Rate at 31/12/95	Plus 4%	Plus 2%	Plus 1%
PSA LEVEL2/4-1	27367.00	28462.00	29031.00	29321.00
PSA LEVEL2/4-2	28809.00	29961.00	30560.00	30866.00
PSA LEVEL2/4-3	30407.00	31623.00	32255.00	32578.00
PSA LEVEL2/4-4	32405.00	33701.00	34375.00	34719.00
PSA LEVEL2/4-5	35503.00	36923.00	37661.00	38038.00

Level	Full time Rate at 31/12/95	Plus 4%	Plus 2%	Plus 1%
PSA LEVEL2/4-6	37522.00	39023.00	39803.00	40201.00
PSA LEVEL5-1	39494.00	41074.00	41895.00	42314.00
PSA LEVEL5-2	40827.00	42460.00	43309.00	43742.00
PSA LEVEL5-3	42212.00	43900.00	44778.00	45226.00
PSA LEVEL5-4	43649.00	45395.00	46303.00	46766.00
PSA LEVEL6-1	45960.00	47798.00	48754.00	49242.00
PSA LEVEL6-2	47531.00	49432.00	50421.00	50925.00
PSA LEVEL6-3	49157.00	51123.00	52145.00	52666.00
PSA LEVEL6-4	50893.00	52929.00	53988.00	54528.00
PSA LEVEL7-1	53555.00	55697.00	56811.00	57379.00
PSA LEVEL7-2	55397.00	57613.00	58765.00	59353.00
PSA LEVEL7-3	57401.00	59697.00	60891.00	61500.00
PSA LEVEL8-1	60658.00	63084.00	64346.00	64989.00
PSA LEVEL8-2	62991.00	65511.00	66821.00	67489.00
PSA LEVEL8-3	65884.00	68519.00	69889.00	70588.00
PSA LEVEL9-1	69497.00	72277.00	73723.00	74460.00
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Class 2	83142.00	86468.00	88197.00	89079.00
Class 3	87350.00	90844.00	92661.00	93588.00
Class 4	91560.00	95222.00	97126.00	98097.00
Class 1.5	81037.00	84278.00	85964.00	86824.00
Class 2.5	85245.00	88655.00	90428.00	91332.00
Class 3.5	89455.00	93033.00	94894.00	95843.00

GOVERNMENT OFFICERS SALARIES, ALLOWANCES AND CONDITIONS AWARD

Level	Rate	Plus 4%	Plus 2%	Plus 1%
GOSAC L1/U17	10873.00	11308.00	11534.00	11649.00
GOSAC L1/17	12707.00	13215.00	13479.00	13614.00
GOSAC L1/18	14822.00	15415.00	15723.00	15880.00
GOSAC L1/19	17157.00	17843.00	18200.00	18382.00
GOSAC L1/20	19267.00	20038.00	20439.00	20643.00
GOSACL1-21/1	21165.00	22012.00	22452.00	22677.00
GOSACL1-22/2	21817.00	22690.00	23144.00	23375.00
GOSACL1-23/3	22468.00	23367.00	23834.00	24072.00
GOSACL1-24/4	23115.00	24040.00	24521.00	24766.00
GOSACL1-25/5	23766.00	24717.00	25211.00	25463.00
GOSACL1-26/6	24417.00	25394.00	25902.00	26161.00
GOSACL1-27/7	25166.00	26173.00	26696.00	26963.00
GOSACL1-28/8	25684.00	26711.00	27245.00	27517.00
GOSACL1-29/9	26450.00	27508.00	28058.00	28339.00
GOSAC L2/1YR	27367.00	28462.00	29031.00	29321.00
GOSAC L2/2YR	28070.00	29193.00	29777.00	30075.00
GOSAC L2/3YR	28809.00	29961.00	30560.00	30866.00
GOSAC L2/4YR	29590.00	30774.00	31389.00	31703.00
GOSAC L2/5YR	30407.00	31623.00	32255.00	32578.00
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GOSAC L3/4YR	34233.00	35602.00	36314.00	36677.00
GOSAC L4/1YR	35503.00	36923.00	37661.00	38038.00
GOSAC L4/2YR	36498.00	37958.00	38717.00	39104.00
GOSAC L4/3YR	37522.00	39023.00	39803.00	40201.00
GOSAC L5/1YR	39494.00	41074.00	41895.00	42314.00
GOSAC L5/2YR	40827.00	42460.00	43309.00	43742.00
GOSAC L5/3YR	42212.00	43900.00	44778.00	45226.00
GOSAC L5/4YR	43649.00	45395.00	46303.00	46766.00
GOSAC L6/1YR	45960.00	47798.00	48754.00	49242.00
GOSAC L6/2YR	47531.00	49432.00	50421.00	50925.00
GOSAC L6/3YR	49157.00	51123.00	52145.00	52666.00
GOSAC L6/4YR	50893.00	52929.00	53988.00	54528.00
GOSAC L7/1YR	53555.00	55697.00	56811.00	57379.00
GOSAC L7/2YR	55397.00	57613.00	58765.00	59353.00
GOSAC L7/3YR	57401.00	59697.00	60891.00	61500.00
GOSAC L8/1YR	60658.00	63084.00	64346.00	64989.00
GOSAC L8/2YR	62991.00	65511.00	66821.00	67489.00
GOSAC L8/3YR	65884.00	68519.00	69889.00	70588.00
GOSAC L9/1YR	69497.00	72277.00	73723.00	74460.00
GOSAC L9/2YR	71938.00	74816.00	76312.00	77075.00
GOSAC L9/3YR	74722.00	77711.00	79265.00	80058.00
Class 1	78932.00	82089.00	83731.00	84568.00
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Class 3	87350.00	90844.00	92661.00	93588.00
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SPECIFIED CALLINGS

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GOSAC LEVEL2/4-3	30407.00	31623.00	32255.00	32578.00
GOSAC LEVEL2/4-4	32405.00	33701.00	34375.00	34719.00
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GOSAC LEVEL7-2	55397.00	57613.00	58765.00	59353.00
GOSAC LEVEL7-3	57401.00	59697.00	60891.00	61500.00

GOSAC LEVEL8-1	60658.00	63084.00	64346.00	64989.00
GOSAC LEVEL8-2	62991.00	65511.00	66821.00	67489.00
GOSAC LEVEL8-3	65884.00	68519.00	69889.00	70588.00
GOSAC LEVEL9-1	69497.00	72277.00	73723.00	74460.00
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Class 1	78932.00	82089.00	83731.00	84568.00
Class 2	83142.00	86468.00	88197.00	89079.00
Class 3	87350.00	90844.00	92661.00	93588.00
Class 4	91560.00	95222.00	97126.00	98097.00

SCHEDULE 'H'

Health Department of Western Australia (CSA) Industrial Agreement 1996

DISPUTE RESOLUTION

(1) Objective

To ensure that all questions, disputes or difficulties as defined in (2) (a) of this schedule which are raised by employees of the organisation, as defined, are resolved in a fair, equitable and expedient manner.

(2) Definition

(a) A grievance/dispute may arise as a result of any questions, disputes or difficulties raised by employees in respect to their employment conditions and/or environment. These may include:

- (i) Interpretation of provisions of the relevant award.
- (ii) Decisions made in respect of human resource policies and practices;
- (iii) Occupational Health and Safety issues;
- (iv) Any form of harassment, discrimination or victimisation of employees not covered by specified grounds under the Equal Opportunity Act 1984 as listed in subclause (b) of this clause.

(b) Grievances/disputes from discrimination or victimisation on the grounds of gender, race marital status, pregnancy, age sexual preference, religious belief, political conviction, family responsibility or disability as specified under the Equal Opportunity Act 1984 will continue to be dealt with through the Health Department's published internal policies.

(c) Grievances/disputes of a sexual harassment nature as defined by the Equal Opportunity Act 1984 will continue to be dealt with through the Health Department's Sexual Harassment Prevention Policy.

(d) Grievances/disputes arising out of an interpretation of provisions of the Health Department of Western Australia (CSA) Industrial Agreement 1996 will be dealt with through the provisions of Section 14 of this Agreement.

(3) Resolution Principles

In resolving a grievance/dispute, the following must be adhered to:

- (i) All employees have the right to raise their grievances in order to achieve a fair and expedient resolution.
- (ii) Where possible, grievances should be resolved informally and quickly by the parties directly involved.
- (iii) Confidentiality should be maintained at all times in the resolution of a grievance/dispute.
- (iv) The principles of natural justice should apply in the resolution process.
- (v) The employee lodging a grievance/dispute has the option to terminate the process at any time.
- (vi) At any point in this process, the employee is entitled to representation from the Association.

(4) Submission of Grievance

(a) Any employee who considers that they have grounds for a grievance may raise the grievance with a supervisor, manager or other appropriate person.

(b) The grievance will be raised as soon as practicable after arising to ensure the rapid resolution of that grievance:

Where;

- (i) The grievance is not resolved by the supervisor within 5 working days; or

- (ii) it is not appropriate to raise the grievance with the supervisor or manager
- the matter may be referred to the Commissioner who will reply to the matter within 5 working days.

**HIGGINSON'S PAINTING SERVICE INDUSTRIAL AGREEMENT
NO. AG 89 OF 1996.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers

and

Ard O'Donnell Pty Ltd trading as Higginson's Painting Services.

No. AG 89 of 1996.

Higginson's Painting Service Industrial Agreement.

COMMISSIONER P.E. SCOTT.

21 June 1996.

Order.

HAVING heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 and by consent, hereby orders—

THAT the Enterprise Bargaining Agreement in the terms of the following schedule be registered on the 12th day of April 1996 with effect from the 21st day of March 1996.

(Sgd.) P.E. SCOTT,
Commissioner.

[L.S]

Schedule.

1.—TITLE

This Agreement will be known as the Higginson's Painting Service Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship With Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Industry Standards
 12. Clothing and Footwear
 13. Training Allowance, Training Leave, Recognition of Prior Learning
 14. Seniority
 15. Sick Leave
 16. All-In Payments
 17. Pyramid Sub-Contracting
 18. Drug and Alcohol, Safety and Rehabilitation Program
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers (hereinafter referred to as the "Union") and Ard O'Donnell Pty Ltd trading as Higginson's Painting Service (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Union, its officers and members, and any person eligible to be a member of the Union employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 6 employees covered by this Agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 July 1997.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46.—Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act, 1979 as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Award the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Union and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate resulting in the wage rates in Appendix A- Wage Rates.

11.—INDUSTRY STANDARDS

It is a term of this Agreement that the Company will continue to meet its current level of payment into the Western Australian Construction Industry Redundancy Fund and will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$50 per week per employee.

12.—CLOTHING AND FOOTWEAR

(1) The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year).

(2) The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

13.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

(1) A training allowance of \$11.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

(2) Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

(3) The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

14.—SENIORITY

(1) The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

(2) When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

(3) It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6.—Dispute Settlement Procedure of this Agreement.

(4) An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

15.—SICK LEAVE

For sick leave accrued after the date of ratification of this Agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

16.—ALL-IN PAYMENTS

(1) All-In methods of payments shall be prohibited.

(2) "All-In Payments" means any system of payment that is hourly, weekly, or daily which is either in lieu of payment for overtime, or in lieu of one or more of the various award conditions such as annual leave, public holiday payments, inclement weather, etc.

Provided that All-In payments do not include casual engagement on terms prescribed by the appropriate Award or Agreement.

(3) If an employer has been paying an employee an all in-rate he/she shall be required to pay to the employee the difference (if any) between the employee's actual earnings and what the employee would have earned had he/she been paid award rates and conditions during his/her period of employment.

In addition to making the appropriate taxation deductions from the employee's wages, the employer shall also be required to make the appropriate contributions to the C+BUSS and Portable Long Service Leave Schemes.

(4) If any party is of the view that this principle has been breached or is aware of a contracting arrangement on a site that is let to circumvent the payments prescribed under the award or this clause, the matter may, if not resolved by the head contractor, be negotiated between the parties or referred to the Western Australian Industrial Relations Commission.

(5) Any industrial action that may arise, shall be confined to the employer in breach of this clause.

17.—PYRAMID SUB-CONTRACTING

(1) "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

(2) Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

(3) Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

(4) A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

(5) Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

Common Seal

	(signed)	R Higginson
(signed)	(signed)	M Sweeney
ON BEHALF OF THE UNION	ON BEHALF OF THE COMPANY	(PRINT NAME)

Dated this 21st day of March 1996.

APPENDIX A—WAGE RATES

	1 August 1995	1 February 1996	1 August 1996	1 February 1997
	Hourly Rate \$	Hourly Rate \$	Hourly Rate \$	Hourly Rate \$
Labourer Group 1	13.75	14.21	14.66	15.11
Labourer Group 2	13.27	13.71	14.15	14.59
Labourer Group 3	12.92	13.35	13.77	14.20
Plasterer, Fixer	14.29	14.76	15.23	15.70
Painter, Glazier	13.97	14.43	14.89	15.35
Signwriter	14.26	14.73	15.20	15.68

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAMME

(1) PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

(2) FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

(3) WORKPLACE POLICY

- (a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- (b) The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- (c) There will be no payment of lost time to a person unable to work in a safe manner.

- (d) If this happens 3 times the employee shall be given a written warning and made aware of the availability of treatment/counselling. If the employee refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- (e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- (f) An employee having problems with alcohol and/or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

(4) IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will:

- (a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- (b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- (c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee member(s) at the two hour BTG Drug and Safety in the Workplace training course.

HOSPITAL SALARIED OFFICERS ALBANY HEALTH SERVICES ENTERPRISE BARGAINING AGREEMENT 1996 No. PSA AG 10 of 1996.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Board of Management of Albany Health Service
and

Hospital Salaried Officers Association of Western Australia
(Union of Workers)
No. PSA AG 10 of 1996.

PUBLIC SERVICE ARBITRATOR C.B. PARKS.

22 May 1996.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 10 OF 1996.

HAVING heard Mr E. Dillon on behalf of the first named party and Mr C. Panizza on behalf of the second named party and by consent, the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the document titled the Hospital Salaried Officers Albany Health Service Enterprise Bargaining Agreement 1996, filed in the Commission on 29 March 1996 and as subsequently amended by the parties, signed by me for identification, be and is hereby registered as an Industrial Agreement.

[L.S]

(Sgd.) C. B. PARKS,
Public Service Arbitrator.

Schedule.

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Albany Health Service Enterprise Bargaining Agreement 1996.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Application and Parties Bound
5. Term of Agreement
6. No Extra Claims
7. Objectives, Principles and Commitments
8. Framework and Principles for further Productivity Bargaining
9. Awards, Agreements and Workplace Agreements
10. Rates of Pay and their Adjustment
11. Resources for Productivity Negotiations
12. Dispute Avoidance and Settlement Procedures
13. Hours
14. Part-Time Employees
15. Medical Imaging Technologists
16. Public Holidays
17. Long Service Leave
18. Sick Leave
19. Family, Bereavement and Personal Leave
20. Allowances
21. Overpayments
22. Salaries
23. Ratification

ATTACHMENT 1 Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Albany Health Service along with allowing the benefits from those improvements to be shared by employees, Albany Health Service and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Albany Health Service taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Albany Health Service.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Albany Health Service, (hereinafter referred to as Albany Health Service) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968, and unless and until otherwise determined by the Full bench in the s.72A matters currently before it.

(2) The estimated number of employees bound by this Agreement at the time of registration is 83 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations at least six months prior to the expiry of this Agreement.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1996.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to:

- (a) improve the productivity and efficiency of Albany Health Service;
- (b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Albany Health Service;
- (c) ensure high quality patient services in a safe, healthy and equitable work environment;
- (d) ensure high quality of employment and jobs; and
- (e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By:

- (a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Albany Health Service and its clients and the Government on behalf of the community;
- (b) ensuring that Albany Health Service operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;
- (c) developing and pursuing changes on a co-operative basis; and
- (d) ensuring that Albany Health Service operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Albany Health Service, Management and Employees bound by this Agreement are committed to:

- (a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice:
 - (i) is simply the best way of doing things;
 - (ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;
 - (iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;
 - (iv) is outcome rather than simply activity based;
 - (v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;
 - (vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and
 - (vii) are to be based on the following principles:
 - customer/patient focus
 - management commitment
 - employee participation
 - leadership
 - information analysis
 - policies and plans
 - appropriate standards
 - hospital/health service performance

- cost effectiveness
 - working smarter
- (b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.
 - (c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.
 - (d) Actively contribute to the achievement of health service budgets.
 - (e) Assist with achieving Health department defined waiting list priorities and day surgery targets.
 - (f) Co-operate with the development and implementation of strategies to achieve length of stay targets.
 - (g) Participate in a Multidisciplinary approach to patient care.
 - (h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Albany Health Service is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Albany Health Service, a representative from Albany Health Service will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Albany Health Service.

(c) The agenda should include but not be limited to:

- (i) changes in work organisation, job design and working patterns and arrangements;
- (ii) examination of terms and conditions of employment to ensure they are suited to Albany Health Service's operational requirements;
- (iii) identification and implementation of best practice across all areas of service delivery;
- (iv) (i), (ii) and (iii) can be achieved by means including but not limited to:
 - (aa) new training and skills development programs as and where required;
 - (bb) the optimum use of human and capital resources including new technology;
 - (cc) quality assurance and continuous improvement programs;
 - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and
 - (ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied:

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Albany Health Service in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things

are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Albany Health Service and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Albany Health Service.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Albany Health Service takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Albany Health Service and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Albany Health Service can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Albany Health Service as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Albany Health Service could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

- (a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

- (b) To facilitate the making of an informed and free choice:
- (i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.
 - (ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.
 - (iii) The employee shall be provided with:
 - (aa) a copy of an agreed summary of this Agreement; and
 - (bb) a copy of a summary of the Workplace Agreement.
 - (iv) At the request of an employee, the employee shall be provided with:
 - (aa) access to a copy of this Agreement and the Workplace Agreement;
 - (bb) any other relevant documentation, such as information on salary packaging; and
 - (cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

- (c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can re-visit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Albany Health Service from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Albany Health Service.

(6) All promotional positions and new staff recruited by Albany Health Service from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Albany Health Service.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Albany Health Service shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Albany Health Service is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

(1) Targeted Outcome

It is agreed that:

- (a) The minimum targeted outcome is an increase in salaries of 10% which includes the initial salary increase flowing from this Agreement and any subsequent increases negotiated by Albany Health Service and the HSOA.
- (b) It would be in exceptional circumstances where the targeted outcome would not be achieved.

(2) Wage Adjustments

This Agreement shall provide for salary increases as outlined in Clause 22.—Salaries of this Agreement payable as follows:

- (a) A first increase of 5%, payable from 1 January 1996;

- (b) A second increase of 2% from 1 July 1996; and
- (c) A further 3% targeted minimum increase, provided sufficient productivity improvements are negotiated by Albany Health Service and the HSOA and this Agreement is amended to reflect such agreement, payable no earlier than 1st January 1997 unless otherwise agreed at the Health Service Level. This increase is to be negotiated in accordance with the provisions of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996 and provided in accordance with Clause 8(2) of this Agreement.

(3) The Minimum Increases

- (a) The increases outlined above are in addition to the 1st and 2nd Arbitrated Safety Net Adjustments. However, if the third Arbitrated Safety Net Adjustment referred to by the Western Australian Industrial Relations Commission in its December 1994 State Wage Case Decision becomes available during the period of this Agreement, it shall be absorbed into this Agreement to the extent to which this Agreement provides a salary increase in excess of the amount provided by the third Arbitrated Safety Net Adjustment.
- (b) Payment of the increases will be made having regard to:
 - (i) the continued commitment of the parties to the objectives of this Agreement and the implementation of the initiatives and reforms included within it;
 - (ii) whether the reforms agreed have been implemented or whether they are in the process of being implemented;
 - (iii) whether the targets included in an agreement as a measure of increased productivity, efficiency or effectiveness, have been met; and
 - (iv) whether the agreed consolidation and registration of the Hospital Salaried Officers Award is completed by 1 July 1996.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Albany Health Service.

(2) (a) To assist in meeting these obligations, Albany Health Service will assist by providing appropriate resources having regard to the operational requirements of Albany Health Service and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Albany Health Service who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Albany Health Service and shall not unreasonably affect the operation of Albany Health Service;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Albany Health Service in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process:

- (a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;
- (b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Albany Health Service representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Albany Health Service or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;
- (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;
- (d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Albany Health Service (or his/her nominee) of the existence of a dispute or disagreement;
- (e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Albany Health Service (or his/her nominee) shall confer on the matters notified by the parties within five working days and:
 - (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;
 - (ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements:

- (i) Ordinary hours of work of thirty eight per week;
- (ii) Flexitime roster covering a settlement period of four weeks;
- (iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;
- (iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.

(v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

- (i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;
- (ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;
- (iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;
- (iv) The arrangement may allow for additional time off in lieu of penalty rates;
- (v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;
- (vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for:

- (i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.
- (ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and
- (iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

(b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

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

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

(4) Flexitime Arrangements

(a) Flexitime Roster

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

(ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.

(iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.

(iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

(i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.

(ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods:

- 6.00 am to 9.30 am
- 11.00 am to 2.30 pm (Minimum half an hour break)
- 3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

(i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.

(ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

(i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.

(ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

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

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

(iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

(i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.

(ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.

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

(i) Debit Hours

(i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.

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

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

(iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

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

(l) Overtime

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

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

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

(bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or

(cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.

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

(5) Nine Day Fortnight

(a) Hours of Duty

(i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.

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

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

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

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 44 minutes notwithstanding the following:

- (i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
- (ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.
- (iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.
- (iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—Part-time Employees

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day,

Foundation Day, Sovereign's Birthday, Christmas Day and 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.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award No. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

- (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
- (b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or
- (c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay
- (d) 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.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) 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.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

- (i) at or before the 1st April 1996 was employed by Albany Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
- (ii) commenced employment with Albany Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Albany Health Service immediately prior to taking this leave.

(b) An employee who resigns from their employment with Albany Health Service and who;

- (i) at or before the 1st April 1996 was employed by Albany Health Service, and has completed at least

15 years continuous service within the Western Australian Public Sector; or

- (ii) commenced employment with Albany Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Albany Health Service immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who 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 of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Albany Health Service immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

- (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
- (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.
- (c) To the widow or widower 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 months' continuous service prior to the date of his/her death.

(13) 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.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

- (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to

the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;

- (b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—
- (i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and
- (ii) payment pursuant to subclause (11) of this clause has not been made; or
- (c) by any absence approved by the employer as leave whether with or without pay.

(16) 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 with any employer party to the Award, but does not include—

- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;
- (b) 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, including pro-rata long service leave, under this clause.

(17) Portability

(a) Where an employee was, immediately prior to being employed by Albany Health Service, employed in the service of:

- The Commonwealth of Australia, or
- Any other State Government of Australia, or
- Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be entitled to long service leave determined in the following manner:

- (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and
- (ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

(b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Albany Health Service.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

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

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

(a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.

(b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.

(c) Family leave is not cumulative from year to year.

(d) Medical certificate requirements are as per those for Sick Leave under the Award.

(e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

(a) An employee shall on the death of:

- (i) the spouse of the employee;
- (ii) the child or step-child of the employee;
- (iii) the parent or step-parent of the employee;
- (iv) the brother, sister, step brother or step sister; or
- (v) 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 bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

(b) The 2 days need not be consecutive.

(c) Bereavement leave is not to be taken during any other period of leave.

(d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:

- (i) the death that is the subject of the leave sought; and
- (ii) the relationship of the employee to the deceased person.

(e) An employee requiring more than two 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.

(3) Special Personal Leave

(a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) The employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from 1 January 1996 until the expiry of this Agreement.

(2) Minimum Salaries are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10. of the Framework Agreement.

LEVELS	Award Rate of \$835 p.a	Award Rate + 2 ASNA	Award Rate + 2 ASNA + 5% EB effective 1 Jan 1996	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996
		Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 1				
under 17 years of age	10,452	10,881	11,425	11,654
17 years of age	12,206	12,707	13,342	13,609
18 years of age	14,248	14,833	15,574	15,886
19 years of age	16,491	17,168	18,026	18,387
20 years of age	18,520	19,280	20,244	20,649
1st year of full-time equivalent adult service	20,343	21,178	22,237	22,682
2nd year of full-time equivalent adult service	20,997	21,832	22,924	23,382
3rd year of full-time equivalent adult service	21,647	22,482	23,606	24,078
4th year of full-time equivalent adult service	22,295	23,130	24,287	24,772

LEVELS	Award Rate of \$835 p.a.	Award Rate	Award Rate	LEVELS	Award Rate of \$835 p.a.	Award Rate	Award Rate
		+ 2 ASNA effective 1 Jan 1996	+ 2 ASNA + 5% EB effective 1 July 1996			+ 2 ASNA effective 1 Jan 1996	+ 2 ASNA + 5% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum		Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 2	22,946	23,781	24,970	LEVEL 6	38,660	39,495	41,470
	23,597	24,432	25,654		40,124	40,959	43,007
	24,346	25,181	26,440		42,204	43,039	45,191
	24,864	25,699	26,984	LEVEL 7	43,317	44,152	46,360
	25,629	26,464	27,787		44,727	45,562	47,840
LEVEL 3	26,533	27,368	28,736		46,188	47,023	49,374
	27,236	28,071	29,475	LEVEL 8	48,323	49,158	51,616
	27,975	28,810	30,251		50,073	50,908	53,453
	29,154	29,989	31,488	LEVEL 9	52,721	53,556	56,234
LEVEL 4	29,771	30,606	32,136		54,563	55,398	58,168
	30,696	31,531	33,108	LEVEL 10	56,580	57,415	60,286
	31,647	32,482	34,106		59,824	60,659	63,692
	32,998	33,833	35,525	LEVEL 11	62,415	63,250	66,413
LEVEL 5	33,702	34,537	36,264		65,050	65,885	69,179
	34,669	35,504	37,279	LEVEL 12	68,663	69,498	72,973
	35,664	36,499	38,324		71,104	71,939	75,536
	36,688	37,523	39,399		73,888	74,723	78,459
LEVEL 6	38,660	39,495	41,470	CLASS 1	78,098	78,933	82,880
	40,124	40,959	43,007	CLASS 2	82,308	83,143	87,300
	42,204	43,039	45,191	CLASS 3	86,516	87,351	91,719
LEVEL 7	43,317	44,152	46,360	CLASS 4	90,726	91,561	96,139
	44,727	45,562	47,840				
	46,188	47,023	49,374				
LEVEL 8	48,323	49,158	51,616				
	50,073	50,908	53,453				
LEVEL 9	52,721	53,556	56,234				
	54,563	55,398	58,168				
LEVEL 10	56,580	57,415	60,286				
	59,824	60,659	63,692				
LEVEL 11	62,415	63,250	66,413				
	65,050	65,885	69,179				
LEVEL 12	68,663	69,498	72,973				
	71,104	71,939	75,536				
	73,888	74,723	78,459				
CLASS 1	78,098	78,933	82,880				
CLASS 2	82,308	83,143	87,300				
CLASS 3	86,516	87,351	91,719				
CLASS 4	90,726	91,561	96,139				

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

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

(3) Salaries.—Specified Callings and Other Professionals are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10 of the Framework Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, 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, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows:

LEVELS	Award Rate of \$835 p.a.	Award Rate	Award Rate
		+ 2 ASNA effective 1 Jan 1996	+ 2 ASNA + 5% + 2% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 3/5	26,533	27,368	29,311
	27,975	28,810	30,251
	29,771	30,606	32,136
	31,647	32,482	34,106
	34,669	35,504	37,279
	36,688	37,523	39,399

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

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

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

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this subclause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below:

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 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 or five academic year course at a University or Institution recognised by the employer, has had four 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 year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration, that being the _____ day of _____ 1996.

Michael Hartland

(Signed by M. Hartland) 29/3/96
(Signature) (Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

(Signed by D. Hill) 29/3/96
(Signature) (Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Eric Dillon

(Signed by E Dillon) 29 March 1996
(Signature) (Date)

A/Co-ordinator, Industrial Relations, HDWA, for and on behalf of the Board of Management or the Hon. Minister for Health as the Board of Management of Albany Health Service.

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Albany Health Service as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas:

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what,

award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity:

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness. Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers:

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to:

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

HOSPITAL SALARIED OFFICERS ARMADALE-KELMSCOTT DISTRICT MEMORIAL HOSPITAL ENTERPRISE BARGAINING AGREEMENT 1996
No. PSA AG 11 of 1996.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Minister for Health, being for the Board of
Management for Armadale-Kelmscott District Memorial
Hospital

and

Hospital Salaried Officers Association of Western Australia
(Union of Workers).

No. PSA AG 11 of 1996.

PUBLIC SERVICE ARBITRATOR C.B. PARKS.

22 May 1996.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 11 of 1996.

HAVING heard Mr E. Dillon on behalf of the first named party and Mr C. Panizza on behalf of the second named party and by consent, the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the document titled the Hospital Salaried Officers Armadale-Kelmscott District Memorial Hospital Enterprise Bargaining Agreement 1996, filed in the Commission on 29 March 1996 and as subsequently amended by the parties, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C.B. PARKS,
Public Service Arbitrator.

[L.S]

Schedule.

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Armadale-Kelmscott District Memorial Hospital Enterprise Bargaining Agreement 1996.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Purpose of Agreement
 4. Application and Parties Bound
 5. Term of Agreement
 6. No Extra Claims
 7. Objectives, Principles and Commitments
 8. Framework and Principles for further Productivity Bargaining
 9. Awards, Agreements and Workplace Agreements
 10. Rates of Pay and their Adjustment
 11. Resources for Productivity Negotiations
 12. Dispute Avoidance and Settlement Procedures
 13. Hours
 14. Part-Time Employees
 15. Medical Imaging Technologists
 16. Public Holidays
 17. Long Service Leave
 18. Sick Leave
 19. Family, Bereavement and Personal Leave
 20. Allowances
 21. Overpayments
 22. Salaries
 23. Ratification
- ATTACHMENT 1—Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Armadale-Kelmscott District Memorial Hospital along with allowing the benefits from those improvements to be shared

by employees, Armadale-Kelmscott District Memorial Hospital and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Armadale-Kelmscott District Memorial Hospital taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Armadale-Kelmscott District Memorial Hospital.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Armadale-Kelmscott District Memorial Hospital, (hereinafter referred to as Armadale-Kelmscott District Memorial Hospital) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968, and unless and until otherwise determined by the Full bench in the s.72A matters currently before it.

(2) The estimated number of employees bound by this Agreement at the time of registration is 70 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations at least six months prior to the expiry of this Agreement.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1996.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to:

- (a) improve the productivity and efficiency of Armadale-Kelmscott District Memorial Hospital;
- (b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Armadale-Kelmscott District Memorial Hospital;
- (c) ensure high quality patient services in a safe, healthy and equitable work environment;
- (d) ensure high quality of employment and jobs; and
- (e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By:

- (a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Armadale-Kelmscott District Memorial Hospital and its clients and the Government on behalf of the community;
- (b) ensuring that Armadale-Kelmscott District Memorial Hospital operates in a manner consistent with

the principles outlined in Section 7 of the Public Sector Management Act;

- (c) developing and pursuing changes on a co-operative basis; and
- (d) ensuring that Armadale-Kelmscott District Memorial Hospital operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Armadale-Kelmscott District Memorial Hospital, Management and Employees bound by this Agreement are committed to:

- (a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice:
 - (i) is simply the best way of doing things;
 - (ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;
 - (iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;
 - (iv) is outcome rather than simply activity based;
 - (v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;
 - (vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and
 - (vii) are to be based on the following principles:
 - customer/patient focus
 - management commitment
 - employee participation
 - leadership
 - information analysis
 - policies and plans
 - appropriate standards
 - hospital/health service performance
 - cost effectiveness
 - working smarter
- (b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.
- (c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.
- (d) Actively contribute to the achievement of health service budgets.
- (e) Assist with achieving Health department defined waiting list priorities and day surgery targets.
- (f) Co-operate with the development and implementation of strategies to achieve length of stay targets.
- (g) Participate in a Multidisciplinary approach to patient care.
- (h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Armadale-Kelmscott District Memorial Hospital is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

- (1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Armadale-Kelmscott District Memorial Hospital, a representative from Armadale-Kelmscott District Memorial Hospital will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

- (b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Armadale-Kelmscott District Memorial Hospital.
- (c) The agenda should include but not be limited to:
 - (i) changes in work organisation, job design and working patterns and arrangements;
 - (ii) examination of terms and conditions of employment to ensure they are suited to Armadale-Kelmscott District Memorial Hospital's operational requirements;
 - (iii) identification and implementation of best practice across all areas of service delivery;
 - (iv) (i), (ii) and (iii) can be achieved by means including but not limited to:
 - (aa) new training and skills development programs as and where required;
 - (bb) the optimum use of human and capital resources including new technology;
 - (cc) quality assurance and continuous improvement programs;
 - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and
 - (ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied:

- (a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Armadale-Kelmscott District Memorial Hospital in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

- (b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Armadale-Kelmscott District Memorial Hospital and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Armadale-Kelmscott District Memorial Hospital.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such

initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Armadale-Kelmscott District Memorial Hospital takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Armadale-Kelmscott District Memorial Hospital and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Armadale-Kelmscott District Memorial Hospital can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Armadale-Kelmscott District Memorial Hospital as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Armadale-Kelmscott District Memorial Hospital could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice:

(i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.

(ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.

(iii) The employee shall be provided with:

(aa) a copy of an agreed summary of this Agreement; and

(bb) a copy of a summary of the Workplace Agreement.

(iv) At the request of an employee, the employee shall be provided with;

(aa) access to a copy of this Agreement and the Workplace Agreement;

(bb) any other relevant documentation, such as information on salary packaging; and

(cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

(c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can revisit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Armadale-Kelmscott District Memorial Hospital from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Armadale-Kelmscott District Memorial Hospital.

(6) All promotional positions and new staff recruited by Armadale-Kelmscott District Memorial Hospital from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Armadale-Kelmscott District Memorial Hospital.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Armadale-Kelmscott District Memorial Hospital shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Armadale-Kelmscott District Memorial Hospital is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

(1) Targeted Outcome

It is agreed that:

(a) The minimum targeted outcome is an increase in salaries of 10% which includes the initial salary increase flowing from this Agreement and any subsequent increases negotiated by Armadale-Kelmscott District Memorial Hospital and the HSOA.

(b) It would be in exceptional circumstances where the targeted outcome would not be achieved.

(2) Wage Adjustments

This Agreement shall provide for salary increases as outlined in Clause 22.—Salaries of this Agreement payable as follows:

(a) A first increase of 5%, payable from 1 January 1996;

(b) A second increase of 2% from 1 July 1996; and

(c) A further 3% targeted minimum increase, provided sufficient productivity improvements are negotiated by Armadale-Kelmscott District Memorial Hospital and the HSOA and this Agreement is amended to reflect such agreement, payable no earlier than 1st January 1997 unless otherwise agreed at the Health Service Level. This increase is to be negotiated in accordance with the provisions of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996 and provided in accordance with Clause 8(2) of this Agreement.

(3) The Minimum Increases

(a) The increases outlined above are in addition to the 1st and 2nd Arbitrated Safety Net Adjustments. However, if the third Arbitrated Safety Net Adjustment referred to by the Western Australian Industrial Relations Commission in its December 1994 State Wage Case Decision becomes available during the period of this Agreement, it shall be absorbed into this Agreement to the extent to which this Agreement provides a salary increase in excess of the amount

provided by the third Arbitrated Safety Net Adjustment.

- (b) Payment of the increases will be made having regard to:
- (i) the continued commitment of the parties to the objectives of this Agreement and the implementation of the initiatives and reforms included within it;
 - (ii) whether the reforms agreed have been implemented or whether they are in the process of being implemented;
 - (iii) whether the targets included in an agreement as a measure of increased productivity, efficiency or effectiveness, have been met; and
 - (iv) whether the agreed consolidation and registration of the Hospital Salaried Officers Award is completed by 1 July 1996.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Armadale-Kelmscott District Memorial Hospital.

- (2) (a) To assist in meeting these obligations, Armadale-Kelmscott District Memorial Hospital will assist by providing appropriate resources having regard to the operational requirements of Armadale-Kelmscott District Memorial Hospital and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;
- (b) It is accepted that employees of Armadale-Kelmscott District Memorial Hospital who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;
- (c) Access to resources shall be negotiated with Armadale-Kelmscott District Memorial Hospital and shall not unreasonably affect the operation of Armadale-Kelmscott District Memorial Hospital;
- (d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.
- (e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.
- (f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;
- (g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and

Labour Relations (DOPLAR) are to provide advice to Armadale-Kelmscott District Memorial Hospital in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process:

- (a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;
- (b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Armadale-Kelmscott District Memorial Hospital representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Armadale-Kelmscott District Memorial Hospital or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;
- (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;
- (d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Armadale-Kelmscott District Memorial Hospital (or his/her nominee) of the existence of a dispute or disagreement;
- (e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Armadale-Kelmscott District Memorial Hospital (or his/her nominee) shall confer on the matters notified by the parties within five working days and:
 - (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;
 - (ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

- (1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements:
- (i) Ordinary hours of work of thirty eight per week;
 - (ii) Flexitime roster covering a settlement period of four weeks;
 - (iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;
 - (iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.
 - (v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.
- (b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the

average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

- (i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;
 - (ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;
 - (iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;
 - (iv) The arrangement may allow for additional time off in lieu of penalty rates;
 - (v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;
 - (vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.
- (c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.
- (d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

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

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

- (b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

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

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

(4) Flexitime Arrangements

(a) Flexitime Roster

- (i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.
- (ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
- (iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.
- (iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

- (i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.
- (ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods:

6.00 am to 9.30 am

11.00 am to 2.30 pm (Minimum half an hour break)

3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

- (i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.
- (ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

- (i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.
- (ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

- (i) For recording time worked, there shall be a settlement period which shall consist of four weeks.
- (ii) The settlement period shall commence at the beginning of a pay period.
- (iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

- (i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.
- (ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.
- (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

- (i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.
Such debit hours shall be carried forward to the next settlement period.
- (ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.
- (iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

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

(l) Overtime

- (i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.
- (ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
 - (aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or
 - (bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or
 - (cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.
- (iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

- (i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.
- (ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

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

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 44 minutes notwithstanding the following:

- (i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
- (ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.
- (iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.
- (iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and 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.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award No. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

- (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
- (b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or
- (c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay
- (d) 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.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) 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.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

1. at or before the 1st April 1996 was employed by Armadale-Kelmscott District Memorial Hospital, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Armadale-Kelmscott District Memorial Hospital after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Armadale-Kelmscott District Memorial Hospital immediately prior to taking this leave.

(b) An employee who resigns from their employment with Armadale-Kelmscott District Memorial Hospital and who;

1. at or before the 1st April 1996 was employed by Armadale-Kelmscott District Memorial Hospital, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Armadale-Kelmscott District Memorial Hospital after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Armadale-Kelmscott District Memorial Hospital immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who 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 of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Armadale-Kelmscott District Memorial Hospital immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

- (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
- (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.

- (c) To the widow or widower 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 months' continuous service prior to the date of his/her death.

(13) 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.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

- (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;
- (b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—
- (i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and
- (ii) payment pursuant to subclause (11) of this clause has not been made; or
- (c) by any absence approved by the employer as leave whether with or without pay.

(16) 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 with any employer party to the Award, but does not include—

- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;
- (b) 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, including pro-rata long service leave, under this clause.

(17) Portability

- (a) Where an employee was, immediately prior to being employed by Armadale-Kelmscott District Memorial Hospital, employed in the service of:
- The Commonwealth of Australia, or
 - Any other State Government of Australia, or
 - Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be entitled to long service leave determined in the following manner:

- (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken

or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and

- (ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

- (b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Armadale-Kelmscott District Memorial Hospital.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

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

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

- (a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.
- (b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.
- (c) Family leave is not cumulative from year to year.
- (d) Medical certificate requirements are as per those for Sick Leave under the Award.
- (e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

- (a) An employee shall on the death of:
- (i) the spouse of the employee;
- (ii) the child or step-child of the employee;

- (iii) the parent or step-parent of the employee;
- (iv) the brother, sister, step brother or step sister; or
- (v) 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 bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

- (b) The 2 days need not be consecutive.
 - (c) Bereavement leave is not to be taken during any other period of leave.
 - (d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:
 - (i) the death that is the subject of the leave sought; and
 - (ii) the relationship of the employee to the deceased person.
 - (e) An employee requiring more than two 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.
- (3) Special Personal Leave
- (a) Without Pay
The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.
 - (b) Use of Annual Leave
The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from 1 January 1996 until the expiry of this Agreement.

(2) Minimum Salaries are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10. of the Framework Agreement.

LEVELS	Award Rate	Award Rate	Award Rate	Award Rate
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 1				
under 17 years of age	10,452	10,881	11,425	11,654
17 years of age	12,206	12,707	13,342	13,609
18 years of age	14,248	14,833	15,574	15,886
19 years of age	16,491	17,168	18,026	18,387
20 years of age	18,520	19,280	20,244	20,649
1st year of full-time equivalent adult service	20,343	21,178	22,237	22,682
2nd year of full-time equivalent adult service	20,997	21,832	22,924	23,382
3rd year of full-time equivalent adult service	21,647	22,482	23,606	24,078
4th year of full-time equivalent adult service	22,295	23,130	24,287	24,772
LEVEL 2	22,946	23,781	24,970	25,469
	23,597	24,432	25,654	26,167
	24,346	25,181	26,440	26,969
	24,864	25,699	26,984	27,524
	25,629	26,464	27,787	28,343
LEVEL 3	26,533	27,368	28,736	29,311
	27,236	28,071	29,475	30,064
	27,975	28,810	30,251	30,856
	29,154	29,989	31,488	32,118
LEVEL 4	29,771	30,606	32,136	32,779
	30,696	31,531	33,108	33,770
	31,647	32,482	34,106	34,788
	32,998	33,833	35,525	36,235
LEVEL 5	33,702	34,537	36,264	36,989
	34,669	35,504	37,279	38,025
	35,664	36,499	38,324	39,090
	36,688	37,523	39,399	40,187
LEVEL 6	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
	42,204	43,039	45,191	46,095
LEVEL 7	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
	46,188	47,023	49,374	50,362
LEVEL 8	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

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

(3) Salaries.—Specified Callings and Other Professionals are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10 of the Framework Agreement.

- (a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, 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, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows:

LEVELS	Award Rate	Award Rate + 2 ASNA of \$835 p.a.	Award Rate + 5% effective 1 Jan 1996	Award Rate + 2 ASNA + 5% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 3/5	26,533	27,368	28,736	29,311
	27,975	28,810	30,251	30,856
	29,771	30,606	32,136	32,779
	31,647	32,482	34,106	34,788
	34,669	35,504	37,279	38,025
LEVEL 6	36,688	37,523	39,399	40,187
	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
LEVEL 7	42,204	43,039	45,191	46,095
	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
LEVEL 8	46,188	47,023	49,374	50,362
	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

- (b) Subject to paragraph (d) of this sub clause, on appointment or promotion to the Level 3/5 under this sub clause:
 - (i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment;
 - (ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment;
 - (iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

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

- (c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.
- (d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below:

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 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 or five academic year course at a University or Institution recognised by the employer, has had four 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 year’s experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration, that being the _____ day of _____ 1996.

Michael Hartland
 (Signed by M. Hartland) 29/3/96
 (Signature) (Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill
 (Signed by D. Hill) 29/3/96
 (Signature) (Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Eric Dillon

(Signed by E. Dillon)
(Signature)

29/3/96
(Date)

A/Co-ordinator, Industrial Relations, HDWA, for and on behalf of the Board of Management or the Hon. Minister for Health as the Board of Management of Armadale-Kelmscott District Memorial Hospital.

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Armadale-Kelmscott District Memorial Hospital as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas:

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity:

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.

Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.

- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers:

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to:

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce

- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

HOSPITAL SALARIED OFFICERS ASHBURTON HEALTH SERVICE ENTERPRISE BARGAINING AGREEMENT 1996 No. PSA AG 12 of 1996.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Board of Management of Ashburton Health Service
and
Hospital Salaried Officers Association of Western Australia
(Union of Workers)
No. PSA AG 12 of 1996.

PUBLIC SERVICE ARBITRATOR C.B. PARKS.

22 May 1996.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT No. PSA AG 12 OF 1996.

HAVING heard Mr E. Dillon on behalf of the first named party and Mr C. Panizza on behalf of the second named party and by consent, the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the document titled the Hospital Salaried Officers Ashburton Health Service Enterprise Bargaining Agreement 1996, filed in the Commission on 29 March 1996 and as subsequently amended by the parties, signed by me for identification, be and is hereby registered as an Industrial Agreement.

[L.S] (Sgd.) C. B. PARKS,
Public Service Arbitrator.

Schedule.

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Ashburton Health Service Enterprise Bargaining Agreement 1996.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Application and Parties Bound
5. Term of Agreement
6. No Extra Claims
7. Objectives, Principles and Commitments
8. Framework and Principles for further Productivity Bargaining
9. Awards, Agreements and Workplace Agreements
10. Rates of Pay and their Adjustment
11. Resources for Productivity Negotiations

12. Dispute Avoidance and Settlement Procedures
13. Hours
14. Part-Time Employees
15. Medical Imaging Technologists
16. Public Holidays
17. Long Service Leave
18. Sick Leave
19. Family, Bereavement and Personal Leave
20. Allowances
21. Overpayments
22. Salaries
23. Ratification

ATTACHMENT 1—Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Ashburton Health Service along with allowing the benefits from those improvements to be shared by employees, Ashburton Health Service and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Ashburton Health Service taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Ashburton Health Service.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Ashburton Health Service, (hereinafter referred to as Ashburton Health Service) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968, and unless and until otherwise determined by the Full bench in the s.72A matters currently before it.

(2) The estimated number of employees bound by this Agreement at the time of registration is 11 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations at least six months prior to the expiry of this Agreement.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1996.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to:

- (a) improve the productivity and efficiency of Ashburton Health Service;

- (b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Ashburton Health Service;
- (c) ensure high quality patient services in a safe, healthy and equitable work environment;
- (d) ensure high quality of employment and jobs; and
- (e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By:

- (a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Ashburton Health Service and its clients and the Government on behalf of the community;
- (b) ensuring that Ashburton Health Service operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;
- (c) developing and pursuing changes on a co-operative basis; and
- (d) ensuring that Ashburton Health Service operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Ashburton Health Service, Management and Employees bound by this Agreement are committed to:

- (a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice:
 - (i) is simply the best way of doing things;
 - (ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;
 - (iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;
 - (iv) is outcome rather than simply activity based;
 - (v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;
 - (vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and
 - (vii) are to be based on the following principles:
 - customer/patient focus
 - management commitment
 - employee participation
 - leadership
 - information analysis
 - policies and plans
 - appropriate standards
 - hospital/health service performance
 - cost effectiveness
 - working smarter
- (b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.
- (c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.
- (d) Actively contribute to the achievement of health service budgets.
- (e) Assist with achieving Health department defined waiting list priorities and day surgery targets.
- (f) Co-operate with the development and implementation of strategies to achieve length of stay targets.
- (g) Participate in a Multidisciplinary approach to patient care.

- (h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Ashburton Health Service is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Ashburton Health Service, a representative from Ashburton Health Service will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Ashburton Health Service.

(c) The agenda should include but not be limited to:

- (i) changes in work organisation, job design and working patterns and arrangements;
- (ii) examination of terms and conditions of employment to ensure they are suited to Ashburton Health Service's operational requirements;
- (iii) identification and implementation of best practice across all areas of service delivery;
- (iv) (i), (ii) and (iii) can be achieved by means including but not limited to:
 - (aa) new training and skills development programs as and where required;
 - (bb) the optimum use of human and capital resources including new technology;
 - (cc) quality assurance and continuous improvement programs;
 - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and
 - (ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied:

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Ashburton Health Service in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions. Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Ashburton Health Service and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that

where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Ashburton Health Service.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Ashburton Health Service takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Ashburton Health Service and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Ashburton Health Service can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Ashburton Health Service as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Ashburton Health Service could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice:

- (i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.
- (ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.
- (iii) The employee shall be provided with:
 - (aa) a copy of an agreed summary of this Agreement; and
 - (bb) a copy of a summary of the Workplace Agreement.

- (iv) At the request of an employee, the employee shall be provided with:
 - (aa) access to a copy of this Agreement and the Workplace Agreement;
 - (bb) any other relevant documentation, such as information on salary packaging; and
 - (cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

(c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can revisit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Ashburton Health Service from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Ashburton Health Service.

(6) All promotional positions and new staff recruited by Ashburton Health Service from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Ashburton Health Service.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Ashburton Health Service shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Ashburton Health Service is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

(1) Targeted Outcome

It is agreed that:

- (a) The minimum targeted outcome is an increase in salaries of 10% which includes the initial salary increase flowing from this Agreement and any subsequent increases negotiated by Ashburton Health Service and the HSOA.
- (b) It would be in exceptional circumstances where the targeted outcome would not be achieved.

(2) Wage Adjustments

This Agreement shall provide for salary increases as outlined in Clause 22.—Salaries of this Agreement payable as follows:

- (a) A first increase of 5%, payable from 1 January 1996;
- (b) A second increase of 2% from 1 July 1996; and
- (c) A further 3% targeted minimum increase, provided sufficient productivity improvements are negotiated by Ashburton Health Service and the HSOA and this Agreement is amended to reflect such agreement, payable no earlier than 1st January 1997 unless otherwise agreed at the Health Service Level. This increase is to be negotiated in accordance with the provisions of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996 and provided in accordance with Clause 8(2) of this Agreement.

(3) The Minimum Increases

(a) The increases outlined above are in addition to the 1st and 2nd Arbitrated Safety Net Adjustments. However, if the third Arbitrated Safety Net Adjustment referred to by the Western Australian Industrial Relations Commission in its December 1994 State Wage Case Decision becomes available during the period of this Agreement, it shall be absorbed into this Agreement to the extent to which this Agreement provides a salary increase in excess of the amount provided by the third Arbitrated Safety Net Adjustment.

- (b) Payment of the increases will be made having regard to:
 - (i) the continued commitment of the parties to the objectives of this Agreement and the implementation of the initiatives and reforms included within it;
 - (ii) whether the reforms agreed have been implemented or whether they are in the process of being implemented;
 - (iii) whether the targets included in an agreement as a measure of increased productivity, efficiency or effectiveness, have been met; and
 - (iv) whether the agreed consolidation and registration of the Hospital Salaried Officers Award is completed by 1 July 1996.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Ashburton Health Service.

(2) (a) To assist in meeting these obligations, Ashburton Health Service will assist by providing appropriate resources having regard to the operational requirements of Ashburton Health Service and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Ashburton Health Service who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Ashburton Health Service and shall not unreasonably affect the operation of Ashburton Health Service;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Ashburton Health Service in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process:

- (a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;

- (b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Ashburton Health Service representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Ashburton Health Service or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;
- (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;
- (d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Ashburton Health Service (or his/her nominee) of the existence of a dispute or disagreement;
- (e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Ashburton Health Service (or his/her nominee) shall confer on the matters notified by the parties within five working days and:
 - (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;
 - (ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements:

- (i) Ordinary hours of work of thirty eight per week;
- (ii) Flexitime roster covering a settlement period of four weeks;
- (iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;
- (iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.
- (v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

- (i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;
- (ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;
- (iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;
- (iv) The arrangement may allow for additional time off in lieu of penalty rates;
- (v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;

(vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for:

- (i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.
- (ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and
- (iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

(b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

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

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

(4) Flexitime Arrangements

(a) Flexitime Roster

- (i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.
- (ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
- (iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.
- (iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

- (i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.

- (ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.
- (c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods:

 - 6.00 am to 9.30 am
 - 11.00 am to 2.30 pm (Minimum half an hour break)
 - 3.30 pm to 6.00 pm
- (d) Core Periods

Core periods may be set by agreement between the employer and the employee.
- (e) Lunch Break
 - (i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.
 - (ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.
- (f) Flexileave
 - (i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.
 - (ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.
- (g) Settlement Period
 - (i) For recording time worked, there shall be a settlement period which shall consist of four weeks.
 - (ii) The settlement period shall commence at the beginning of a pay period.
 - (iii) The required hours of duty for a settlement period shall be 152 hours.
- (h) Credit Hours
 - (i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.
 - (ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.
 - (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.
- (i) Debit Hours
 - (i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period. Such debit hours shall be carried forward to the next settlement period.
 - (ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.
 - (iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.
- (j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.
- (k) Study Leave

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

(l) Overtime

- (i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.
- (ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
 - (aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or
 - (bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or
 - (cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.
- (iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

- (i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.
- (ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

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

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 44 minutes notwithstanding the following:

- (i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
- (ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.
- (iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.
- (iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and 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.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award No. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

- (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
- (b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or
- (c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay
- (d) 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.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) 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.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

1. at or before the 1st April 1996 was employed by Ashburton Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Ashburton Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Ashburton Health Service immediately prior to taking this leave.

(b) An employee who resigns from their employment with Ashburton Health Service and who;

1. at or before the 1st April 1996 was employed by Ashburton Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Ashburton Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Ashburton Health Service immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who 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 of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Ashburton Health Service immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

- (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
- (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.
- (c) To the widow or widower 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 months' continuous service prior to the date of his/her death.

(13) 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.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

- (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;
- (b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—
 - (i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and
 - (ii) payment pursuant to subclause (11) of this clause has not been made; or
- (c) by any absence approved by the employer as leave whether with or without pay.

(16) 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 with any employer party to the Award, but does not include—

- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;
- (b) 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, including pro-rata long service leave, under this clause.

(17) Portability

(a) Where an employee was, immediately prior to being employed by Ashburton Health Service, employed in the service of:

- The Commonwealth of Australia, or
- Any other State Government of Australia, or
- Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be entitled to long service leave determined in the following manner:

- (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and
- (ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

(b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Ashburton Health Service.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

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

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

(a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.

(b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member

each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.

(c) Family leave is not cumulative from year to year.

(d) Medical certificate requirements are as per those for Sick Leave under the Award.

(e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

(a) An employee shall on the death of:

- (i) the spouse of the employee;
- (ii) the child or step-child of the employee;
- (iii) the parent or step-parent of the employee;
- (iv) the brother, sister, step brother or step sister; or
- (v) 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 bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

(b) The 2 days need not be consecutive.

(c) Bereavement leave is not to be taken during any other period of leave.

(d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:

- (i) the death that is the subject of the leave sought; and
- (ii) the relationship of the employee to the deceased person.

(e) An employee requiring more than two 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.

(3) Special Personal Leave

(a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from 1 January 1996 until the expiry of this Agreement.

(2) Minimum Salaries are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10. of the Framework Agreement.

LEVELS	Award Rate of \$835 p. a.	Award Rate	Award Rate	Award Rate
		+ 2 ASNA P/Annum	+ 2 ASNA P/Annum	+ 2 ASNA P/Annum
LEVEL 1				
under 17 years of age	10,452	10,881	11,425	11,654
17 years of age	12,206	12,707	13,342	13,609
18 years of age	14,248	14,833	15,574	15,886
19 years of age	16,491	17,168	18,026	18,387
20 years of age	18,520	19,280	20,244	20,649
1st year of full-time equivalent adult service	20,343	21,178	22,237	22,682
2nd year of full-time equivalent adult service	20,997	21,832	22,924	23,382
3rd year of full-time equivalent adult service	21,647	22,482	23,606	24,078
4th year of full-time equivalent adult service	22,295	23,130	24,287	24,772
LEVEL 2	22,946	23,781	24,970	25,469
	23,597	24,432	25,654	26,167
	24,346	25,181	26,440	26,969
	24,864	25,699	26,984	27,524
	25,629	26,464	27,787	28,343
LEVEL 3	26,533	27,368	28,736	29,311
	27,236	28,071	29,475	30,064
	27,975	28,810	30,251	30,856
	29,154	29,989	31,488	32,118
LEVEL 4	29,771	30,606	32,136	32,779
	30,696	31,531	33,108	33,770
	31,647	32,482	34,106	34,788
	32,998	33,833	35,525	36,235
LEVEL 5	33,702	34,537	36,264	36,989
	34,669	35,504	37,279	38,025
	35,664	36,499	38,324	39,090
	36,688	37,523	39,399	40,187
LEVEL 6	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
	42,204	43,039	45,191	46,095
LEVEL 7	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
	46,188	47,023	49,374	50,362
LEVEL 8	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be

appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

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

(3) Salaries.—Specified Callings and Other Professionals are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10 of the Framework Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, 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, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows:

LEVELS	Award Rate of \$835 p.a.		Award Rate + 2 ASNA + 5% effective 1 Jan 1996	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 3/5	26,533	27,368	28,736	29,311
	27,975	28,810	30,251	30,856
	29,771	30,606	32,136	32,779
	31,647	32,482	34,106	34,788
	34,669	35,504	37,279	38,025
LEVEL 6	36,688	37,523	39,399	40,187
	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
LEVEL 7	42,204	43,039	45,191	46,095
	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
LEVEL 8	46,188	47,023	49,374	50,362
	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

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

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

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

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below:

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an "experienced engineer" as defined.

For the purposes of this paragraph "experienced engineer" shall mean:

- 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.
- 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—
 - having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four years experience on professional engineering duties acceptable to the employer since becoming a qualified engineer, or
 - not having a University degree but possessing a diploma recognised by the employer, has had five year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration, that being the _____ day of _____ 1996.

Michael Hartland
(Signed by M. Hartland) 29/3/96
(Signature) (Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill
(Signed by D. Hill) 29/3/96
(Signature) (Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Eric Dillon
(Signed by E. Dillon) 29/3/96
(Signature) (Date)

A/Co-ordinator, Industrial Relations, HDWA, for and on behalf of the Board of Management or the Hon. Minister for Health as the Board of Management of Ashburton Health Service.

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Ashburton Health Service as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas:

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity:

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.

Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.

- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers:

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to:

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity

- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

HOSPITAL SALARIED OFFICERS AUGUSTA DISTRICT HOSPITAL ENTERPRISE BARGAINING AGREEMENT 1996 No. PSA AG 13 of 1996.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Minister for Health, being for the Board of Management for Augusta District Hospital
and

Hospital Salaried Officers Association of Western Australia
(Union of Workers).

No. PSA AG 13 of 1996.

PUBLIC SERVICE ARBITRATOR C.B. PARKS.

22 May 1996.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 13 of 1996.

HAVING heard Mr E. Dillon on behalf of the first named party and Mr C. Panizza on behalf of the second named party and by consent, the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the document titled the Hospital Salaried Officers Augusta District Hospital Enterprise Bargaining Agreement 1996, filed in the Commission on 29 March 1996 and as subsequently amended by the parties, signed by me for identification, be and is hereby registered as an Industrial Agreement.

[L.S] (Sgd.) C.B. PARKS,
Public Service Arbitrator.

Schedule.

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Augusta District Hospital Enterprise Bargaining Agreement 1996.

2.—ARRANGEMENT

1. Title
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3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Augusta District Hospital along with allowing the benefits from those improvements to be shared by employees, Augusta District Hospital and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Augusta District Hospital taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Augusta District Hospital.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Augusta District Hospital, (hereinafter referred to as Augusta District Hospital) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968, and unless and until otherwise determined by the Full bench in the s.72A matters currently before it.

(2) The estimated number of employees bound by this Agreement at the time of registration is 2 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations at least six months prior to the expiry of this Agreement.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1996.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to:

- (a) improve the productivity and efficiency of Augusta District Hospital;
- (b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Augusta District Hospital;
- (c) ensure high quality patient services in a safe, healthy and equitable work environment;
- (d) ensure high quality of employment and jobs; and
- (e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By:

- (a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Augusta District Hospital and its clients and the Government on behalf of the community;
- (b) ensuring that Augusta District Hospital operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;
- (c) developing and pursuing changes on a co-operative basis; and
- (d) ensuring that Augusta District Hospital operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Augusta District Hospital, Management and Employees bound by this Agreement are committed to:

- (a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice:
 - (i) is simply the best way of doing things;
 - (ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;
 - (iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;
 - (iv) is outcome rather than simply activity based;
 - (v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;
 - (vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and
 - (vii) are to be based on the following principles:
 - customer/patient focus
 - management commitment
 - employee participation
 - leadership
 - information analysis
 - policies and plans
 - appropriate standards
 - hospital/health service performance
 - cost effectiveness
 - working smarter

- (b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.
- (c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.
- (d) Actively contribute to the achievement of health service budgets.
- (e) Assist with achieving Health department defined waiting list priorities and day surgery targets.
- (f) Co-operate with the development and implementation of strategies to achieve length of stay targets.
- (g) Participate in a Multidisciplinary approach to patient care.
- (h) The principles of public sector administration, in particular to the principles contained in Sections 7, 8, and 9. of the Public Sector Management Act 1994.

In addition, Augusta District Hospital is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

- (1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with

Augusta District Hospital, a representative from Augusta District Hospital will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

- (b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Augusta District Hospital.
- (c) The agenda should include but not be limited to:
 - (i) changes in work organisation, job design and working patterns and arrangements;
 - (ii) examination of terms and conditions of employment to ensure they are suited to Augusta District Hospital's operational requirements;
 - (iii) identification and implementation of best practice across all areas of service delivery;
 - (iv) (i), (ii) and (iii) can be achieved by means including but not limited to;
 - (aa) new training and skills development programs as and where required;
 - (bb) the optimum use of human and capital resources including newtechnology;
 - (cc) quality assurance and continuous improvement programs;
 - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and
 - (ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied:

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Augusta District Hospital in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Augusta District Hospital and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Augusta District Hospital.

Any agreement reached should not rely primarily on improvements which are merely the result of new

technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Augusta District Hospital takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Augusta District Hospital and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Augusta District Hospital can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Augusta District Hospital as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Augusta District Hospital could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice:

(i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.

(ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.

(iii) The employee shall be provided with:

(aa) a copy of an agreed summary of this Agreement; and

(bb) a copy of a summary of the Workplace Agreement.

(iv) At the request of an employee, the employee shall be provided with;

(aa) access to a copy of this Agreement and the Workplace Agreement;

(bb) any other relevant documentation, such as information on salary packaging; and

- (cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

- (c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can re-visit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Augusta District Hospital from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Augusta District Hospital.

(6) All promotional positions and new staff recruited by Augusta District Hospital from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Augusta District Hospital.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Augusta District Hospital shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Augusta District Hospital is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

(1) Targeted Outcome

It is agreed that:

- (a) The minimum targeted outcome is an increase in salaries of 10% which includes the initial salary increase flowing from this Agreement and any subsequent increases negotiated by Augusta District Hospital and the HSOA.
- (b) It would be in exceptional circumstances where the targeted outcome would not be achieved.

(2) Wage Adjustments

This Agreement shall provide for salary increases as outlined in Clause 22.—Salaries of this Agreement payable as follows:

- (a) A first increase of 5%, payable from 1 January 1996;
- (b) A second increase of 2% from 1 July 1996; and
- (c) A further 3% targeted minimum increase, provided sufficient productivity improvements are negotiated by Augusta District Hospital and the HSOA and this Agreement is amended to reflect such agreement, payable no earlier than 1st January 1997 unless otherwise agreed at the Health Service Level. This increase is to be negotiated in accordance with the provisions of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996 and provided in accordance with Clause 8(2) of this Agreement.

(3) The Minimum Increases

- (a) The increases outlined above are in addition to the 1st and 2nd Arbitrated Safety Net Adjustments. However, if the third Arbitrated Safety Net Adjustment referred to by the Western Australian Industrial Relations Commission in its December 1994 State Wage Case Decision becomes available during the period of this Agreement, it shall be absorbed into this Agreement to the extent to which this Agreement provides a salary increase in excess of the amount provided by the third Arbitrated Safety Net Adjustment.
- (b) Payment of the increases will be made having regard to:
- (i) the continued commitment of the parties to the objectives of this Agreement and the implementation of the initiatives and reforms included within it;

- (ii) whether the reforms agreed have been implemented or whether they are in the process of being implemented;

- (iii) whether the targets included in an agreement as a measure of increased productivity, efficiency or effectiveness, have been met; and

- (iv) whether the agreed consolidation and registration of the Hospital Salaried Officers Award is completed by 1 July 1996.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Augusta District Hospital.

- (2) (a) To assist in meeting these obligations, Augusta District Hospital will assist by providing appropriate resources having regard to the operational requirements of Augusta District Hospital and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

- (b) It is accepted that employees of Augusta District Hospital who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

- (c) Access to resources shall be negotiated with Augusta District Hospital and shall not unreasonably affect the operation of Augusta District Hospital;

- (d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

- (e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

- (f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

- (g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Augusta District Hospital in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process:

- (a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;

- (b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Augusta District Hospital representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Augusta District Hospital or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;
 - (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;
 - (d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Augusta District Hospital (or his/her nominee) of the existence of a dispute or disagreement;
 - (e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Augusta District Hospital (or his/her nominee) shall confer on the matters notified by the parties within five working days and:
 - (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;
 - (ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.
- (4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

- (1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements:
 - (i) Ordinary hours of work of thirty eight per week;
 - (ii) Flexitime roster covering a settlement period of four weeks;
 - (iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;
 - (iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.
 - (v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.
- (b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.
 - (i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;
 - (ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;
 - (iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;

- (iv) The arrangement may allow for additional time off in lieu of penalty rates;
 - (v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;
 - (vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.
- (c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.
 - (d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

- (a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for:
 - (i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.
 - (ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and
 - (iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.
- provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.
- (b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

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

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

(4) Flexitime Arrangements

- (a) Flexitime Roster
 - (i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.
 - (ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
 - (iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.

- (iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.
- (b) Hours of Duty
- (i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.
- (ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.
- (c) Flexitime Periods
- Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods:
- 6.00 am to 9.30 am
11.00 am to 2.30 pm (Minimum half an hour break)
3.30 pm to 6.00 pm
- (d) Core Periods
- Core periods may be set by agreement between the employer and the employee.
- (e) Lunch Break
- (i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.
- (ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.
- (f) Flexileave
- (i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.
- (ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.
- (g) Settlement Period
- (i) For recording time worked, there shall be a settlement period which shall consist of four weeks.
- (ii) The settlement period shall commence at the beginning of a pay period.
- (iii) The required hours of duty for a settlement period shall be 152 hours.
- (h) Credit Hours
- (i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.
- (ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.
- (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.
- (i) Debit Hours
- (i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.
- Such debit hours shall be carried forward to the next settlement period.
- (ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.
- (iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.
- (j) Maximum Daily Working Hours
- Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.
- (k) Study Leave
- Where study leave has been approved by the employer, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.
- (l) Overtime
- (i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.
- (ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
- (aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or
- (bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or
- (cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.
- (iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.
- (5) Nine Day Fortnight
- (a) Hours of Duty
- (i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.
- (ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.
- (b) Lunch Break
- A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

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

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 44 minutes notwithstanding the following:

- (i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
- (ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.
- (iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.
- (iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day,

Foundation Day, Sovereign's Birthday, Christmas Day and 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.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award No. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

- (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
- (b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or
- (c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay
- (d) 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.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employee's remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) 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.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

1. at or before the 1st April 1996 was employed by Augusta District Hospital, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Augusta District Hospital after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Augusta District Hospital immediately prior to taking this leave.

(b) An employee who resigns from their employment with Augusta District Hospital and who;

1. at or before the 1st April 1996 was employed by Augusta District Hospital, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Augusta District Hospital after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Augusta District Hospital immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who 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 of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Augusta District Hospital immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

- (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
- (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.
- (c) To the widow or widower 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 months' continuous service prior to the date of his/her death.

(13) 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.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

- (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;
- (b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—
 - (i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and
 - (ii) payment pursuant to subclause (11) of this clause has not been made; or
- (c) by any absence approved by the employer as leave whether with or without pay.

(16) 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 with any employer party to the Award, but does not include—

- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;
- (b) 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, including pro-rata long service leave, under this clause.

(17) Portability

- (a) Where an employee was, immediately prior to being employed by Augusta District Hospital, employed in the service of:
 - The Commonwealth of Australia, or
 - Any other State Government of Australia, or
 - Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be entitled to long service leave determined in the following manner:

- (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and
 - (ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.
- (b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service

leave that accrued in the employee's favour prior to the date on which the employee commenced with Augusta District Hospital.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

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

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

- In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.
- The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.
- Family leave is not cumulative from year to year.
- Medical certificate requirements are as per those for Sick Leave under the Award.
- Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

- An employee shall on the death of:
 - the spouse of the employee;
 - the child or step-child of the employee;
 - the parent or step-parent of the employee;
 - the brother, sister, step brother or step sister; or
 - 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 bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

- The 2 days need not be consecutive.

- Bereavement leave is not to be taken during any other period of leave.

- An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:
 - the death that is the subject of the leave sought; and
 - the relationship of the employee to the deceased person.

- An employee requiring more than two 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.

(3) Special Personal Leave

(a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from 1 January 1996 until the expiry of this Agreement.

(2) Minimum Salaries are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10. of the Framework Agreement.

LEVELS	Award Rate	Award Rate + 2 ASNA of \$835 p.a.	Award Rate + 5% EB effective 1 Jan 1996	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 1				
under 17 years of age	10,452	10,881	11,425	11,654
17 years of age	12,206	12,707	13,342	13,609
18 years of age	14,248	14,833	15,574	15,886
19 years of age	16,491	17,168	18,026	18,387
20 years of age	18,520	19,280	20,244	20,649
1st year of full-time equivalent adult service	20,343	21,178	22,237	22,682
2nd year of full-time equivalent adult service	20,997	21,832	22,924	23,382
3rd year of full-time equivalent adult service	21,647	22,482	23,606	24,078
4th year of full-time equivalent adult service	22,295	23,130	24,287	24,772
LEVEL 2				
	22,946	23,781	24,970	25,469
	23,597	24,432	25,654	26,167
	24,346	25,181	26,440	26,969
	24,864	25,699	26,984	27,524
	25,629	26,464	27,787	28,343
LEVEL 3				
	26,533	27,368	28,736	29,311
	27,236	28,071	29,475	30,064
	27,975	28,810	30,251	30,856
	29,154	29,989	31,488	32,118
LEVEL 4				
	29,771	30,606	32,136	32,779
	30,696	31,531	33,108	33,770
	31,647	32,482	34,106	34,788
	32,998	33,833	35,525	36,235
LEVEL 5				
	33,702	34,537	36,264	36,989
	34,669	35,504	37,279	38,025
	35,664	36,499	38,324	39,090
	36,688	37,523	39,399	40,187
LEVEL 6				
	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
	42,204	43,039	45,191	46,095
LEVEL 7				
	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
	46,188	47,023	49,374	50,362
LEVEL 8				
	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9				
	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10				
	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11				
	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12				
	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1				
	78,098	78,933	82,880	84,537
CLASS 2				
	82,308	83,143	87,300	89,046
CLASS 3				
	86,516	87,351	91,719	93,553
CLASS 4				
	90,726	91,561	96,139	98,062

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

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

(3) Salaries.—Specified Callings and Other Professionals are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10 of the Framework Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psy-

cial Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows:

LEVELS	Award Rate	Award Rate + 2 ASNA of \$835 p.a.	Award Rate + 5% effective 1 Jan 1996	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 3/5				
	26,533	27,368	28,736	29,311
	27,975	28,810	30,251	30,856
	29,771	30,606	32,136	32,779
	31,647	32,482	34,106	34,788
	34,669	35,504	37,279	38,025
	36,688	37,523	39,399	40,187
LEVEL 6				
	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
	42,204	43,039	45,191	46,095
LEVEL 7				
	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
	46,188	47,023	49,374	50,362
LEVEL 8				
	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9				
	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10				
	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11				
	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12				
	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1				
	78,098	78,933	82,880	84,537
CLASS 2				
	82,308	83,143	87,300	89,046
CLASS 3				
	86,516	87,351	91,719	93,553
CLASS 4				
	90,726	91,561	96,139	98,062

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

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

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

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below:

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 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 or five academic year course at a University or Institution recognised by the employer, has had four 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 year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration, that being the _____ day of _____ 1996.

Michael Hartland

(Signed by M. Hartland) 29/3/96
(Signature) (Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

(Signed by D. Hill) 29/3/96
(Signature) (Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Eric Dillon

(Signed by E. Dillon) 29/3/96
(Signature) (Date)

A/Co-ordinator, Industrial Relations, HDWA, for and on behalf of the Board of Management or the Hon. Minister for Health as the Board of Management of Augusta District Hospital.

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Augusta District Hospital as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas:

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity:

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
 - Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
 - Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.
- Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers:

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to:

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

**HOSPITAL SALARIED OFFICERS AVON HEALTH
SERVICE ENTERPRISE BARGAINING
AGREEMENT 1996
No. PSA AG 14 of 1996.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Board of Management of Avon Health Service
and
Hospital Salaried Officers Association of Western Australia
(Union of Workers)
No. PSA AG 14 of 1996.

PUBLIC SERVICE ARBITRATOR C.B. PARKS.
22 May 1996.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 14 OF 1996.

HAVING heard Mr E. Dillon on behalf of the first named party and Mr C. Panizza on behalf of the second named party and by consent, the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the document titled the Hospital Salaried Officers Avon Health Service Enterprise Bargaining Agreement 1996, filed in the Commission on 29 March 1996 and as subsequently amended by the parties, signed by me for identification, be and is hereby registered as an Industrial Agreement.

[L.S.] (Sgd.) C. B. PARKS,
Public Service Arbitrator.

Schedule.

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Avon Health Service Enterprise Bargaining Agreement 1996.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Application and Parties Bound
5. Term of Agreement
6. No Extra Claims
7. Objectives, Principles and Commitments
8. Framework and Principles for further Productivity Bargaining
9. Awards, Agreements and Workplace Agreements
10. Rates of Pay and their Adjustment
11. Resources for Productivity Negotiations
12. Dispute Avoidance and Settlement Procedures
13. Hours
14. Part-Time Employees
15. Medical Imaging Technologists
16. Public Holidays
17. Long Service Leave
18. Sick Leave
19. Family, Bereavement and Personal Leave
20. Allowances
21. Overpayments
22. Salaries
23. Ratification

ATTACHMENT 1—Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Avon Health Service along with allowing the benefits from those improvements to be shared by employees, Avon Health Service and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Avon Health Service taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Avon Health Service.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Avon Health Service, (hereinafter referred to as Avon Health Service) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968, and unless and until otherwise determined by the Full bench in the s.72A matters currently before it.

(2) The estimated number of employees bound by this Agreement at the time of registration is 47 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations at least six months prior to the expiry of this Agreement.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1996.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to:

- (a) improve the productivity and efficiency of Avon Health Service;
- (b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Avon Health Service;
- (c) ensure high quality patient services in a safe, healthy and equitable work environment;
- (d) ensure high quality of employment and jobs; and
- (e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By:

- (a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Avon Health Service and its clients and the Government on behalf of the community;
- (b) ensuring that Avon Health Service operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;
- (c) developing and pursuing changes on a co-operative basis; and
- (d) ensuring that Avon Health Service operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Avon Health Service, Management and Employees bound by this Agreement are committed to:

- (a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice:
 - (i) is simply the best way of doing things;
 - (ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;
 - (iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;
 - (iv) is outcome rather than simply activity based;
 - (v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;
 - (vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and
 - (vii) are to be based on the following principles:
 - customer/patient focus
 - management commitment
 - employee participation
 - leadership
 - information analysis
 - policies and plans
 - appropriate standards
 - hospital/health service performance
 - cost effectiveness
 - working smarter
- (b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.
- (c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.
- (d) Actively contribute to the achievement of health service budgets.
- (e) Assist with achieving Health department defined waiting list priorities and day surgery targets.
- (f) Co-operate with the development and implementation of strategies to achieve length of stay targets.
- (g) Participate in a Multidisciplinary approach to patient care.
- (h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Avon Health Service is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Avon Health Service, a representative from Avon Health Service will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effec-

tiveness, productivity, patient care and flexibility within Avon Health Service.

(c) The agenda should include but not be limited to:

- (i) changes in work organisation, job design and working patterns and arrangements;
- (ii) examination of terms and conditions of employment to ensure they are suited to Avon Health Service's operational requirements;
- (iii) identification and implementation of best practice across all areas of service delivery;
- (iv) (i), (ii) and (iii) can be achieved by means including but not limited to;
 - (aa) new training and skills development programs as and where required;
 - (bb) the optimum use of human and capital resources including new technology;
 - (cc) quality assurance and continuous improvement programs;
 - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and
 - (ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied:

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Avon Health Service in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions. Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Avon Health Service and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Avon Health Service.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Avon Health Service takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Avon Health Service and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Avon Health Service can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Avon Health Service as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Avon Health Service could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice:

(i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.

(ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.

(iii) The employee shall be provided with:

(aa) a copy of an agreed summary of this Agreement; and

(bb) a copy of a summary of the Workplace Agreement.

(iv) At the request of an employee, the employee shall be provided with;

(aa) access to a copy of this Agreement and the Workplace Agreement;

(bb) any other relevant documentation, such as information on salary packaging; and

(cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

(c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can revisit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Avon Health Service from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Avon Health Service.

(6) All promotional positions and new staff recruited by Avon Health Service from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Avon Health Service.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Avon Health Service shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Avon Health Service is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

(1) Targeted Outcome

It is agreed that:

(a) The minimum targeted outcome is an increase in salaries of 10% which includes the initial salary increase flowing from this Agreement and any subsequent increases negotiated by Avon Health Service and the HSOA.

(b) It would be in exceptional circumstances where the targeted outcome would not be achieved.

(2) Wage Adjustments

This Agreement shall provide for salary increases as outlined in Clause 22.—Salaries of this Agreement payable as follows:

(a) A first increase of 5%, payable from 1 January 1996;

(b) A second increase of 2% from 1 July 1996; and

(c) A further 3% targeted minimum increase, provided sufficient productivity improvements are negotiated by Avon Health Service and the HSOA and this Agreement is amended to reflect such agreement, payable no earlier than 1st January 1997 unless otherwise agreed at the Health Service Level. This increase is to be negotiated in accordance with the provisions of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996 and provided in accordance with Clause 8(2) of this Agreement.

(3) The Minimum Increases

(a) The increases outlined above are in addition to the 1st and 2nd Arbitrated Safety Net Adjustments. However, if the third Arbitrated Safety Net Adjustment referred to by the Western Australian Industrial Relations Commission in its December 1994 State Wage Case Decision becomes available during the period of this Agreement, it shall be absorbed into this Agreement to the extent to which this Agreement provides a salary increase in excess of the amount provided by the third Arbitrated Safety Net Adjustment.

(b) Payment of the increases will be made having regard to:

(i) the continued commitment of the parties to the objectives of this Agreement and the implementation of the initiatives and reforms included within it;

(ii) whether the reforms agreed have been implemented or whether they are in the process of being implemented;

(iii) whether the targets included in an agreement as a measure of increased productivity, efficiency or effectiveness, have been met; and

(iv) whether the agreed consolidation and registration of the Hospital Salaried Officers Award is completed by 1 July 1996.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Avon Health Service.

(2) (a) To assist in meeting these obligations, Avon Health Service will assist by providing appropriate resources having regard to the operational requirements of Avon Health Service and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Avon Health Service who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Avon Health Service and shall not unreasonably affect the operation of Avon Health Service;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Avon Health Service in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process:

- (a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;
- (b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Avon Health Service representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Avon Health Service or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;
- (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;
- (d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Avon Health Service (or his/her nominee) of the existence of a dispute or disagreement;
- (e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Avon Health Service (or his/her nominee) shall confer on the matters notified by the parties within five working days and:
 - (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;

- (ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements:

- (i) Ordinary hours of work of thirty eight per week;
- (ii) Flexitime roster covering a settlement period of four weeks;
- (iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;
- (iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.
- (v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

- (i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;
- (ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;
- (iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;
- (iv) The arrangement may allow for additional time off in lieu of penalty rates;
- (v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;
- (vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for:

- (i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.
- (ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and
- (iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

(b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

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

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

(4) Flexitime Arrangements

(a) Flexitime Roster

- (i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.
- (ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
- (iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.
- (iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

- (i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.
- (ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods:

- 6.00 am to 9.30 am
- 11.00 am to 2.30 pm (Minimum half an hour break)
- 3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

- (i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.
- (ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

- (i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.
- (ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

- (i) For recording time worked, there shall be a settlement period which shall consist of four weeks.
- (ii) The settlement period shall commence at the beginning of a pay period.
- (iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

- (i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.
- (ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.
- (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

- (i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.

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

- (ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.
- (iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

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

(l) Overtime

- (i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.
- (ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
 - (aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or
 - (bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or

(cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.

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

(5) Nine Day Fortnight

(a) Hours of Duty

(i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.

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

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

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

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 44 minutes notwithstanding the following:

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

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

(iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.

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

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment

on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and 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.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award No. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

(a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or

(b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or

(c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay

(d) 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.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) 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.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

1. at or before the 1st April 1996 was employed by Avon Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Avon Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Avon Health Service immediately prior to taking this leave.

(b) An employee who resigns from their employment with Avon Health Service and who;

1. at or before the 1st April 1996 was employed by Avon Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
2. commenced employment with Avon Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Avon Health Service immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who 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 of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Avon Health Service immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

- (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
- (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.

(c) To the widow or widower 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 months' continuous service prior to the date of his/her death.

(13) 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.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

- (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;
- (b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—
 - (i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and
 - (ii) payment pursuant to subclause (11) of this clause has not been made; or
- (c) by any absence approved by the employer as leave whether with or without pay.

(16) 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 with any employer party to the Award, but does not include—

- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;
- (b) 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, including pro-rata long service leave, under this clause.

(17) Portability

(a) Where an employee was, immediately prior to being employed by Avon Health Service, employed in the service of:

- The Commonwealth of Australia, or
- Any other State Government of Australia, or
- Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be entitled to long service leave determined in the following manner:

- (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from

any long service leave to which the employee may become entitled under this clause; and

- (ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

(b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Avon Health Service.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

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

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

(a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.

(b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.

(c) Family leave is not cumulative from year to year.

(d) Medical certificate requirements are as per those for Sick Leave under the Award.

(e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

(a) An employee shall on the death of:

- (i) the spouse of the employee;
- (ii) the child or step-child of the employee;
- (iii) the parent or step-parent of the employee;
- (iv) the brother, sister, step brother or step sister; or
- (v) 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 bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

(b) The 2 days need not be consecutive.

(c) Bereavement leave is not to be taken during any other period of leave.

(d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:

- (i) the death that is the subject of the leave sought; and
- (ii) the relationship of the employee to the deceased person.

(e) An employee requiring more than two 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.

(3) Special Personal Leave

(a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from 1 January 1996 until the expiry of this Agreement.

(2) Minimum Salaries are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10. of the Framework Agreement.

LEVELS	Award Rate of \$835 p.a.	Award Rate	Award Rate	Award Rate	Award Rate
		+ 2 ASNA + 5% EB effective 1 Jan 1996	+ 2 ASNA + 5% EB effective 1 July 1996	+ 2 ASNA + 5% + 2% effective 1 Jan 1996	+ 2 ASNA + 5% + 2% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 1					
under 17 years of age	10,452	10,881	11,425	11,654	
17 years of age	12,206	12,707	13,342	13,609	
18 years of age	14,248	14,833	15,574	15,886	
19 years of age	16,491	17,168	18,026	18,387	
20 years of age	18,520	19,280	20,244	20,649	
1st year of full-time equivalent adult service	20,343	21,178	22,237	22,682	
2nd year of full-time equivalent adult service	20,997	21,832	22,924	23,382	
3rd year of full-time equivalent adult service	21,647	22,482	23,606	24,078	
4th year of full-time equivalent adult service	22,295	23,130	24,287	24,772	
LEVEL 2	22,946	23,781	24,970	25,469	
	23,597	24,432	25,654	26,167	
	24,346	25,181	26,440	26,969	
	24,864	25,699	26,984	27,524	
	25,629	26,464	27,787	28,343	
LEVEL 3	26,533	27,368	28,736	29,311	
	27,236	28,071	29,475	30,064	
	27,975	28,810	30,251	30,856	
	29,154	29,989	31,488	32,118	
LEVEL 4	29,771	30,606	32,136	32,779	
	30,696	31,531	33,108	33,770	
	31,647	32,482	34,106	34,788	
	32,998	33,833	35,525	36,235	
LEVEL 5	33,702	34,537	36,264	36,989	
	34,669	35,504	37,279	38,025	
	35,664	36,499	38,324	39,090	
	36,688	37,523	39,399	40,187	
LEVEL 6	38,660	39,495	41,470	42,299	
	40,124	40,959	43,007	43,867	
	42,204	43,039	45,191	46,095	
LEVEL 7	43,317	44,152	46,360	47,287	
	44,727	45,562	47,840	48,797	
	46,188	47,023	49,374	50,362	
LEVEL 8	48,323	49,158	51,616	52,648	
	50,073	50,908	53,453	54,522	
LEVEL 9	52,721	53,556	56,234	57,358	
	54,563	55,398	58,168	59,331	
LEVEL 10	56,580	57,415	60,286	61,491	
	59,824	60,659	63,692	64,966	
LEVEL 11	62,415	63,250	66,413	67,741	
	65,050	65,885	69,179	70,563	
LEVEL 12	68,663	69,498	72,973	74,432	
	71,104	71,939	75,536	77,047	
	73,888	74,723	78,459	80,028	
CLASS 1	78,098	78,933	82,880	84,537	
CLASS 2	82,308	83,143	87,300	89,046	
CLASS 3	86,516	87,351	91,719	93,553	
CLASS 4	90,726	91,561	96,139	98,062	

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

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

(3) Salaries.—Specified Callings and Other Professionals are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10 of the Framework Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technolo-

gist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows:

LEVELS	Award Rate of \$835 p.a.	Award Rate	Award Rate	Award Rate	Award Rate
		+ 2 ASNA + 5% effective 1 Jan 1996	+ 2 ASNA + 5% effective 1 July 1996	+ 2 ASNA + 5% + 2% effective 1 Jan 1996	+ 2 ASNA + 5% + 2% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 3/5	26,533	27,368	28,736	29,311	
	27,975	28,810	30,251	30,856	
	29,771	30,606	32,136	32,779	
	31,647	32,482	34,106	34,788	
	34,669	35,504	37,279	38,025	
	36,688	37,523	39,399	40,187	
LEVEL 6	38,660	39,495	41,470	42,299	
	40,124	40,959	43,007	43,867	
	42,204	43,039	45,191	46,095	
LEVEL 7	43,317	44,152	46,360	47,287	
	44,727	45,562	47,840	48,797	
	46,188	47,023	49,374	50,362	
LEVEL 8	48,323	49,158	51,616	52,648	
	50,073	50,908	53,453	54,522	
LEVEL 9	52,721	53,556	56,234	57,358	
	54,563	55,398	58,168	59,331	
LEVEL 10	56,580	57,415	60,286	61,491	
	59,824	60,659	63,692	64,966	
LEVEL 11	62,415	63,250	66,413	67,741	
	65,050	65,885	69,179	70,563	
LEVEL 12	68,663	69,498	72,973	74,432	
	71,104	71,939	75,536	77,047	
	73,888	74,723	78,459	80,028	
CLASS 1	78,098	78,933	82,880	84,537	
CLASS 2	82,308	83,143	87,300	89,046	
CLASS 3	86,516	87,351	91,719	93,553	
CLASS 4	90,726	91,561	96,139	98,062	

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

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

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

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below:

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 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 recom-

mendation of the Institution of Engineers, Australia, and who—

- (i) having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four 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 year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration, that being the _____ day of _____ 1996.

Michael Hartland

(Signed by M. Hartland) 29/3/96

(Signature) (Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

(Signed by D. Hill) 29/3/96

(Signature) (Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Eric Dillon

(Signed by E. Dillon) 29/3/96

(Signature) (Date)

A/Co-ordinator, Industrial Relations, HDWA, for and on behalf of the Board of Management or the Hon. Minister for Health as the Board of Management of Avon Health Service.

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Avon Health Service as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas:

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether

a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.

- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity:

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.
- Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers:

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to:

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

**HOSPITAL SALARIED OFFICERS BENTLEY
HEALTH SERVICE ENTERPRISE BARGAINING
AGREEMENT 1996
No. PSA AG 16 of 1996.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Minister for Health, being for the Board of
Management for Bentley Health Service

and

Hospital Salaried Officers Association of Western Australia
(Union of Workers).

No. PSA AG 16 of 1996.

PUBLIC SERVICE ARBITRATOR C.B. PARKS.

22 May 1996.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 16 of 1996.

HAVING heard Mr E. Dillon on behalf of the first named party and Mr C. Panizza on behalf of the second named party and by consent, the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the document titled the Hospital Salaried Officers Bentley Health Service Enterprise Bargaining Agreement 1996, filed in the Commission on 29 March 1996 and as subsequently amended by the parties, signed by me for identification, be and is hereby registered as an Industrial Agreement.

[L.S] (Sgd.) C.B. PARKS,
Public Service Arbitrator.

Schedule.

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Bentley Health Service Enterprise Bargaining Agreement 1996.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Purpose of Agreement
 4. Application and Parties Bound
 5. Term of Agreement
 6. No Extra Claims
 7. Objectives, Principles and Commitments
 8. Framework and Principles for further Productivity Bargaining
 9. Awards, Agreements and Workplace Agreements
 10. Rates of Pay and their Adjustment
 11. Resources for Productivity Negotiations
 12. Dispute Avoidance and Settlement Procedures
 13. Hours
 14. Part-Time Employees
 15. Medical Imaging Technologists
 16. Public Holidays
 17. Long Service Leave
 18. Sick Leave
 19. Family, Bereavement and Personal Leave
 20. Allowances
 21. Overpayments
 22. Salaries
 23. Ratification
- ATTACHMENT 1—Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Bentley Health Service along with allowing the benefits from those improvements to be shared by employees, Bentley Health Service and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Bentley Health Service taking responsibility for their own labour rela-

tions affairs and reaching agreement on issues appropriate to Bentley Health Service.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Bentley Health Service, (hereinafter referred to as Bentley Health Service) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968, and unless and until otherwise determined by the Full bench in the s.72A matters currently before it.

(2) The estimated number of employees bound by this Agreement at the time of registration is 60 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations at least six months prior to the expiry of this Agreement.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1996.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to:

- (a) improve the productivity and efficiency of Bentley Health Service;
- (b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Bentley Health Service;
- (c) ensure high quality patient services in a safe, healthy and equitable work environment;
- (d) ensure high quality of employment and jobs; and
- (e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By:

- (a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Bentley Health Service and its clients and the Government on behalf of the community;
- (b) ensuring that Bentley Health Service operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;
- (c) developing and pursuing changes on a co-operative basis; and
- (d) ensuring that Bentley Health Service operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Bentley Health Service, Management and Employees bound by this Agreement are committed to:

- (a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice:
 - (i) is simply the best way of doing things;
 - (ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;
 - (iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;
 - (iv) is outcome rather than simply activity based;
 - (v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;
 - (vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and
 - (vii) are to be based on the following principles:
 - customer/patient focus
 - management commitment
 - employee participation
 - leadership
 - information analysis
 - policies and plans
 - appropriate standards
 - hospital/health service performance
 - cost effectiveness
 - working smarter
- (b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.
- (c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.
- (d) Actively contribute to the achievement of health service budgets.
- (e) Assist with achieving Health department defined waiting list priorities and day surgery targets.
- (f) Co-operate with the development and implementation of strategies to achieve length of stay targets.
- (g) Participate in a Multidisciplinary approach to patient care.
- (h) The principles of public sector administration, in particular to the principles contained in Sections 7, 8, and 9. of the Public Sector Management Act 1994.

In addition, Bentley Health Service is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

- (1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Bentley Health Service, a representative from Bentley Health Service will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

- (b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Bentley Health Service.
- (c) The agenda should include but not be limited to:
 - (i) changes in work organisation, job design and working patterns and arrangements;
 - (ii) examination of terms and conditions of employment to ensure they are suited to Bentley Health Service's operational requirements;
 - (iii) identification and implementation of best practice across all areas of service delivery;
 - (iv) (i), (ii) and (iii) can be achieved by means including but not limited to:
 - (aa) new training and skills development programs as and where required;
 - (bb) the optimum use of human and capital resources including new technology;
 - (cc) quality assurance and continuous improvement programs;
 - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and
 - (ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied:

- (a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Bentley Health Service in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

- (b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Bentley Health Service and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Bentley Health Service.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Bentley Health Service takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Bentley Health Service and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Bentley Health Service can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Bentley Health Service as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Bentley Health Service could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

- (a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;
- (b) To facilitate the making of an informed and free choice:

- (i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.
- (ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.
- (iii) The employee shall be provided with:
 - (aa) a copy of an agreed summary of this Agreement; and
 - (bb) a copy of a summary of the Workplace Agreement.
- (iv) At the request of an employee, the employee shall be provided with:
 - (aa) access to a copy of this Agreement and the Workplace Agreement;
 - (bb) any other relevant documentation, such as information on salary packaging; and
 - (cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

- (c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can re-visit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Bentley Health Service from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Bentley Health Service.

(6) All promotional positions and new staff recruited by Bentley Health Service from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Bentley Health Service.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Bentley Health Service shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Bentley Health Service is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

(1) Targeted Outcome

It is agreed that:

- (a) The minimum targeted outcome is an increase in salaries of 10% which includes the initial salary increase flowing from this Agreement and any subsequent increases negotiated by Bentley Health Service and the HSOA.
- (b) It would be in exceptional circumstances where the targeted outcome would not be achieved.

(2) Wage Adjustments

This Agreement shall provide for salary increases as outlined in Clause 22.—Salaries of this Agreement payable as follows:

- (a) A first increase of 5%, payable from 1 January 1996;
- (b) A second increase of 2% from 1 July 1996; and
- (c) A further 3% targeted minimum increase, provided sufficient productivity improvements are negotiated by Bentley Health Service and the HSOA and this Agreement is amended to reflect such agreement, payable no earlier than 1st January 1997 unless otherwise agreed at the Health Service Level. This increase is to be negotiated in accordance with the provisions of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996 and provided in accordance with Clause 8(2) of this Agreement.

(3) The Minimum Increases

- (a) The increases outlined above are in addition to the 1st and 2nd Arbitrated Safety Net Adjustments. However, if the third Arbitrated Safety Net Adjustment referred to by the Western Australian Industrial Relations Commission in its December 1994 State Wage Case Decision becomes available during the period of this Agreement, it shall be absorbed into this Agreement to the extent to which this Agreement provides a salary increase in excess of the amount provided by the third Arbitrated Safety Net Adjustment.
- (b) Payment of the increases will be made having regard to:
 - (i) the continued commitment of the parties to the objectives of this Agreement and the implementation of the initiatives and reforms included within it;
 - (ii) whether the reforms agreed have been implemented or whether they are in the process of being implemented;
 - (iii) whether the targets included in an agreement as a measure of increased productivity, efficiency or effectiveness, have been met; and

- (iv) whether the agreed consolidation and registration of the Hospital Salaried Officers Award is completed by 1 July 1996.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Bentley Health Service.

- (2) (a) To assist in meeting these obligations, Bentley Health Service will assist by providing appropriate resources having regard to the operational requirements of Bentley Health Service and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;
- (b) It is accepted that employees of Bentley Health Service who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;
- (c) Access to resources shall be negotiated with Bentley Health Service and shall not unreasonably affect the operation of Bentley Health Service;
- (d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.
- (e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.
- (f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;
- (g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Bentley Health Service in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process:

- (a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;
- (b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Bentley Health Service representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Bentley Health Service or his/her nominee, as soon as practicable but within five working days. Notifi-

cation of any question, dispute or difficulty may be made verbally and/or in writing;

- (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;
- (d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Bentley Health Service (or his/her nominee) of the existence of a dispute or disagreement;
- (e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Bentley Health Service (or his/her nominee) shall confer on the matters notified by the parties within five working days and:
- (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;
- (ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

- (1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements:
- (i) Ordinary hours of work of thirty eight per week;
- (ii) Flexitime roster covering a settlement period of four weeks;
- (iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;
- (iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.
- (v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.
- (b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.
- (i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;
- (ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;
- (iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;
- (iv) The arrangement may allow for additional time off in lieu of penalty rates;
- (v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;
- (vi) Any proposed arrangement or agreement which extends beyond these parameters must

be referred to the Industrial Relations Commission for ratification.

- (c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.
- (d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

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

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

- (b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

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

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

(4) Flexitime Arrangements

(a) Flexitime Roster

- (i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.
- (ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
- (iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.
- (iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

- (i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be

worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.

- (ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods:

6.00 am to 9.30 am

11.00 am to 2.30 pm (Minimum half an hour break)

3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

- (i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.
- (ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

- (i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.
- (ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

- (i) For recording time worked, there shall be a settlement period which shall consist of four weeks.
- (ii) The settlement period shall commence at the beginning of a pay period.
- (iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

- (i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.
- (ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.
- (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

- (i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.

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

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

- (iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.
- (j) **Maximum Daily Working Hours**
Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.
- (k) **Study Leave**
Where study leave has been approved by the employer, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.
- (l) **Overtime**
- (i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.
- (ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
- (aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or
- (bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or
- (cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.
- (iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.
- (5) **Nine Day Fortnight**
- (a) **Hours of Duty**
- (i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.
- (ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.
- (b) **Lunch Break**
A meal break shall be allowed and taken in accordance with the standard provisions of this clause.
- (c) **Special Rostered Day Off**
Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.
- (d) **Leave and Public Holidays.**
For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 44 minutes notwithstanding the following:
- (i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
- (ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.
- (iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.
- (iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.
- (e) **Overtime**
The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.
- (f) **Study Leave**
Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and 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.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruc-

tion 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award NO. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

- (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
- (b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or
- (c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay
- (d) 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.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) 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.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

- i) at or before the 1st April 1996 was employed by Bentley Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
- ii) commenced employment with Bentley Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Bentley Health Service immediately prior to taking this leave.

- (b) An employee who resigns from their employment with Bentley Health Service and who;
 - i) at or before the 1st April 1996 was employed by Bentley Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
 - ii) commenced employment with Bentley Health Service after the 1st April 1996, and has completed at least 15 years continuous service

within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Bentley Health Service immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who 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 of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Bentley Health Service immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

- (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
- (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.
- (c) To the widow or widower 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 months' continuous service prior to the date of his/her death.

(13) 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.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

- (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;

- (b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—
- (i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and
 - (ii) payment pursuant to subclause (11) of this clause has not been made; or
- (c) by any absence approved by the employer as leave whether with or without pay.

(16) 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 with any employer party to the Award, but does not include—

- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;
- (b) 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, including pro-rata long service leave, under this clause.

(17) Portability

- (a) Where an employee was, immediately prior to being employed by Bentley Health Service, employed in the service of:

- The Commonwealth of Australia, or
- Any other State Government of Australia, or
- Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be entitled to long service leave determined in the following manner:

- (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and
 - (ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.
- (b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee’s favour prior to the date on which the employee commenced with Bentley Health Service.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

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

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee’s credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

- (a) In this subclause “family member” means the employee’s spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee’s family.
- (b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee’s sick leave entitlement.
- (c) Family leave is not cumulative from year to year.
- (d) Medical certificate requirements are as per those for Sick Leave under the Award.
- (e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

- (a) An employee shall on the death of:
 - (i) the spouse of the employee;
 - (ii) the child or step-child of the employee;
 - (iii) the parent or step-parent of the employee;
 - (iv) the brother, sister, step brother or step sister; or
 - (v) 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 bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

- (b) The 2 days need not be consecutive.
- (c) Bereavement leave is not to be taken during any other period of leave.
- (d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:
 - (i) the death that is the subject of the leave sought; and
 - (ii) the relationship of the employee to the deceased person.

- (e) An employee requiring more than two 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.
- (3) Special Personal Leave
 - (a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.
 - (b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from 1 January 1996 until the expiry of this Agreement.

(2) Minimum Salaries are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10. of the Framework Agreement.

LEVELS	Award Rate	Award Rate + 2 ASNA	Award Rate + 2 ASNA + 5% EB	Award Rate + 2 ASNA + 5% + 2% effective
	Salary P/Annum	Salary P/Annum of \$835 p.a.	Salary P/Annum 1 Jan 1996	Salary P/Annum 1 July 1996
LEVEL 1				
under 17 years of age	10,452	10,881	11,425	11,654
17 years of age	12,206	12,707	13,342	13,609
18 years of age	14,248	14,833	15,574	15,886
19 years of age	16,491	17,168	18,026	18,387

LEVELS	Award Rate	Award Rate + 2 ASNA	Award Rate + 2 ASNA + 5% EB	Award Rate + 2 ASNA + 5% + 2% effective
	Salary P/Annum	Salary P/Annum of \$835 p.a.	Salary P/Annum 1 Jan 1996	Salary P/Annum 1 July 1996
20 years of age	18,520	19,280	20,244	20,649
1st year of full-time equivalent adult service	20,343	21,178	22,237	22,682
2nd year of full-time equivalent adult service	20,997	21,832	22,924	23,382
3rd year of full-time equivalent adult service	21,647	22,482	23,606	24,078
4th year of full-time equivalent adult service	22,295	23,130	24,287	24,772
LEVEL 2	22,946	23,781	24,970	25,469
	23,597	24,432	25,654	26,167
	24,346	25,181	26,440	26,969
	24,864	25,699	26,984	27,524
	25,629	26,464	27,787	28,343
LEVEL 3	26,533	27,368	28,736	29,311
	27,236	28,071	29,475	30,064
	27,975	28,810	30,251	30,856
	29,154	29,989	31,488	32,118
LEVEL 4	29,771	30,606	32,136	32,779
	30,696	31,531	33,108	33,770
	31,647	32,482	34,106	34,788
	32,998	33,833	35,525	36,235
LEVEL 5	33,702	34,537	36,264	36,989
	34,669	35,504	37,279	38,025
	35,664	36,499	38,324	39,090
	36,688	37,523	39,399	40,187
LEVEL 6	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
	42,204	43,039	45,191	46,095
LEVEL 7	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
	46,188	47,023	49,374	50,362
LEVEL 8	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

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

(3) Salaries.—Specified Callings and Other Professionals are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10 of the Framework Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, 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, or any other professional calling as agreed between the Union and

employers, shall be entitled to Annual Salaries as follows:

LEVELS	Award Rate	Award Rate + 2 ASNA of \$835 p.a.	Award Rate + 2 ASNA + 5% effective 1 Jan 1996	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 3/5	26,533	27,368	28,736	29,311
	27,975	28,810	30,251	30,856
	29,771	30,606	32,136	32,779
	31,647	32,482	34,106	34,788
	34,669	35,504	37,279	38,025
LEVEL 6	36,688	37,523	39,399	40,187
	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
LEVEL 7	42,204	43,039	45,191	46,095
	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
LEVEL 8	46,188	47,023	49,374	50,362
	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

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

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

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

- (c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this subclause and shall maintain a manual setting out such qualifications.
- (d) The employer in allocating levels pursuant to paragraph (b) of this subclause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below:

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 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 or five academic year course at a University or Institution recognised by the employer, has had four 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 year’s experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration, that being the _____ day of _____ 1996.

Michael Hartland

(Signed by M. Hartland)

29/3/96

(Signature)

(Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

(Signed by D. Hill)

29/3/96

(Signature)

(Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Eric Dillon

(Signed by E. Dillon)

29/3/96

(Signature)

(Date)

A/Co-ordinator, Industrial Relations, HDWA, for and on behalf of the Board of Management or the Hon. Minister for Health as the Board of Management of Armadale-Kelmscott District Memorial Hospital.

ATTACHMENT I—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Bentley Health Service as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas:

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity:

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.

Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.

- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers:

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to:

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

HOSPITAL SALARIED OFFICERS BEVERELY DISTRICT HOSPITAL ENTERPRISE BARGAINING AGREEMENT 1996.**No. PSA AG 15 of 1996.**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Board of Management of
Beverly District Hospital

and

Hospital Salaried Officers Association of Western Australia
(Union of Workers).

No. PSA AG 15 of 1996.

PUBLIC SERVICE ARBITRATOR C.B. PARKS.

22 May 1996.

*Order.*REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 15 OF 1996

HAVING heard Mr E. Dillon on behalf of the first named party and Mr C. Panizza on behalf of the second named party and by consent, the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the document titled the Hospital Salaried Officers Beverly District Hospital Enterprise Bargaining Agreement 1996, filed in the Commission on 29 March 1996 and as subsequently amended by the parties, signed by me for identification, be and is hereby registered as an Industrial Agreement.

[L.S.] (Sgd.) C. B. PARKS,
Public Service Arbitrator.

Schedule.

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Beverly District Hospital Enterprise Bargaining Agreement 1996.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Purpose of Agreement
 4. Application and Parties Bound
 5. Term of Agreement
 6. No Extra Claims
 7. Objectives, Principles and Commitments
 8. Framework and Principles for further Productivity Bargaining
 9. Awards, Agreements and Workplace Agreements
 10. Rates of Pay and their Adjustment
 11. Resources for Productivity Negotiations
 12. Dispute Avoidance and Settlement Procedures
 13. Hours
 14. Part-Time Employees
 15. Medical Imaging Technologists
 16. Public Holidays
 17. Long Service Leave
 18. Sick Leave
 19. Family, Bereavement and Personal Leave
 20. Allowances
 21. Overpayments
 22. Salaries
 23. Ratification
- ATTACHMENT 1—Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Beverly District Hospital along with allowing the benefits from those improvements to be shared by employees, Beverly District Hospital and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Beverley District Hospital taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Beverley District Hospital.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Beverley District Hospital, (hereinafter referred to as Beverley District Hospital) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968, and unless and until otherwise determined by the Full bench in the s.72A matters currently before it.

The estimated number of employees bound by this Agreement at the time of registration is 4 employees.

This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations at least six months prior to the expiry of this Agreement.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1996.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to:

- (a) improve the productivity and efficiency of Beverley District Hospital;
- (b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Beverley District Hospital;
- (c) ensure high quality patient services in a safe, healthy and equitable work environment;
- (d) ensure high quality of employment and jobs; and
- (e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By:

- (a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Beverley District Hospital and its clients and the Government on behalf of the community;
- (b) ensuring that Beverley District Hospital operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;
- (c) developing and pursuing changes on a co-operative basis; and
- (d) ensuring that Beverley District Hospital operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Beverley District Hospital, Management and Employees bound by this Agreement are committed to:

- (a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice:

- (i) is simply the best way of doing things;
- (ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;
- (iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;
- (iv) is outcome rather than simply activity based;
- (v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;
- (vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and

- (vii) are to be based on the following principles:

- customer/patient focus
- management commitment
- employee participation
- leadership
- information analysis
- policies and plans
- appropriate standards
- hospital/health service performance
- cost effectiveness
- working smarter

- (b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.
- (c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.
- (d) Actively contribute to the achievement of health service budgets.
- (e) Assist with achieving Health department defined waiting list priorities and day surgery targets.
- (f) Co-operate with the development and implementation of strategies to achieve length of stay targets.
- (g) Participate in a Multidisciplinary approach to patient care.
- (h) The principles of public sector administration, in particular to the principles contained in Sections 7, 8, and 9. of the Public Sector Management Act 1994.

In addition, Beverley District Hospital is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Beverley District Hospital, a representative from Beverley District Hospital will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency,

effectiveness, productivity, patient care and flexibility within Beverley District Hospital.

- (c) The agenda should include but not be limited to:
- (i) changes in work organisation, job design and working patterns and arrangements;
 - (ii) examination of terms and conditions of employment to ensure they are suited to Beverley District Hospital's operational requirements;
 - (iii) identification and implementation of best practice across all areas of service delivery;
 - (iv) (i), (ii) and (iii) can be achieved by means including but not limited to:
 - (aa) new training and skills development programs as and where required;
 - (bb) the optimum use of human and capital resources including new technology;
 - (cc) quality assurance and continuous improvement programs;
 - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and
 - (ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied:

(a) **Productivity Improvements**

Productivity improvements are changes which increase the efficiency and effectiveness of Beverley District Hospital in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) **Sharing Gains from Productivity Improvement**

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Beverley District Hospital and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Beverley District Hospital.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Beverley District Hospital takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Beverley District Hospital and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Beverley District Hospital can be returned to the employees.

(c) **Identifying Productivity Increases**

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Beverley District Hospital as required.

(d) **Quantum and Timing of Increases**

The aggregate productivity gains negotiated at Beverley District Hospital could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) **Relationship Between Agreements and Awards**

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

- (a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;
- (b) To facilitate the making of an informed and free choice:
 - (i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.
 - (ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.
 - (iii) The employee shall be provided with:
 - (aa) a copy of an agreed summary of this Agreement; and
 - (bb) a copy of a summary of the Workplace Agreement.
 - (iv) At the request of an employee, the employee shall be provided with:
 - (aa) access to a copy of this Agreement and the Workplace Agreement;
 - (bb) any other relevant documentation, such as information on salary packaging; and
 - (cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

- (c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can revisit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Beverley District Hospital from within the Public Sector or within the

Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Beverley District Hospital.

(6) All promotional positions and new staff recruited by Beverley District Hospital from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Beverley District Hospital.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Beverley District Hospital shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Beverley District Hospital is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

(1) Targeted Outcome

It is agreed that:

- (a) The minimum targeted outcome is an increase in salaries of 10% which includes the initial salary increase flowing from this Agreement and any subsequent increases negotiated by Beverley District Hospital and the HSOA.
- (b) It would be in exceptional circumstances where the targeted outcome would not be achieved.

(2) Wage Adjustments

This Agreement shall provide for salary increases as outlined in Clause 22.—Salaries of this Agreement payable as follows:

- (a) A first increase of 5%, payable from 1 January 1996;
- (b) A second increase of 2% from 1 July 1996; and
- (c) A further 3% targeted minimum increase, provided sufficient productivity improvements are negotiated by Beverley District Hospital and the HSOA and this Agreement is amended to reflect such agreement, payable no earlier than 1st January 1997 unless otherwise agreed at the Health Service Level. This increase is to be negotiated in accordance with the provisions of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996 and provided in accordance with Clause 8(2) of this Agreement.

(3) The Minimum Increases

- (a) The increases outlined above are in addition to the 1st and 2nd Arbitrated Safety Net Adjustments. However, if the third Arbitrated Safety Net Adjustment referred to by the Western Australian Industrial Relations Commission in its December 1994 State Wage Case Decision becomes available during the period of this Agreement, it shall be absorbed into this Agreement to the extent to which this Agreement provides a salary increase in excess of the amount provided by the third Arbitrated Safety Net Adjustment.
- (b) Payment of the increases will be made having regard to:
 - (i) the continued commitment of the parties to the objectives of this Agreement and the implementation of the initiatives and reforms included within it;
 - (ii) whether the reforms agreed have been implemented or whether they are in the process of being implemented;
 - (iii) whether the targets included in an agreement as a measure of increased productivity, efficiency or effectiveness, have been met; and
 - (iv) whether the agreed consolidation and registration of the Hospital Salaried Officers Award is completed by 1 July 1996.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Beverley District Hospital.

(2) (a) To assist in meeting these obligations, Beverley District Hospital will assist by providing appropriate resources having regard to the operational requirements of Beverley District Hospital and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Beverley District Hospital who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Beverley District Hospital and shall not unreasonably affect the operation of Beverley District Hospital;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Beverley District Hospital in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process:

- (a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;
- (b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Beverley District Hospital representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Beverley District Hospital or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;
- (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;
- (d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Beverley District Hospital (or his/her nominee) of the existence of a dispute or disagreement;

(e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Beverley District Hospital (or his/her nominee) shall confer on the matters notified by the parties within five working days and:

- (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;
- (ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements:

- (i) Ordinary hours of work of thirty eight per week;
- (ii) Flexitime roster covering a settlement period of four weeks;
- (iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;
- (iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.
- (v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

- (i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;
- (ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;
- (iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;
- (iv) The arrangement may allow for additional time off in lieu of penalty rates;
- (v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;
- (vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a

meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for:

- (i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.
- (ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and
- (iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

(b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

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

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

(4) Flexitime Arrangements

(a) Flexitime Roster

- (i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.
- (ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
- (iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.
- (iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

- (i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.
- (ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods:

6.00 am to 9.30 am

11.00 am to 2.30 pm (Minimum half an hour break)

3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

- (e) Lunch Break
- (i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.
 - (ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.
- (f) Flexileave
- (i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.
 - (ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.
- (g) Settlement Period
- (i) For recording time worked, there shall be a settlement period which shall consist of four weeks.
 - (ii) The settlement period shall commence at the beginning of a pay period.
 - (iii) The required hours of duty for a settlement period shall be 152 hours.
- (h) Credit Hours
- (i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.
 - (ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.
 - (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.
- (i) Debit Hours
- (i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period. Such debit hours shall be carried forward to the next settlement period.
 - (ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.
 - (iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.
- (j) Maximum Daily Working Hours
Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.
- (k) Study Leave
Where study leave has been approved by the employer, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.
- (l) Overtime
- (i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.
 - (ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
 - (aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or
 - (bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or
 - (cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.
 - (iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.
- (5) Nine Day Fortnight
- (a) Hours of Duty
- (i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.
 - (ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.
- (b) Lunch Break
A meal break shall be allowed and taken in accordance with the standard provisions of this clause.
- (c) Special Rostered Day Off
Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.
- (d) Leave and Public Holidays.
For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 44 minutes notwithstanding the following:
- (i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
 - (ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.
 - (iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.
 - (iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and 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.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award NO. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

- (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
- (b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or
- (c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay
- (d) 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.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) 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.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

- i) at or before the 1st April 1996 was employed by Beverley District Hospital, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
- ii) commenced employment with Beverley District Hospital after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Beverley District Hospital immediately prior to taking this leave.

(b) An employee who resigns from their employment with Beverley District Hospital and who;

- i) at or before the 1st April 1996 was employed by Beverley District Hospital, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
- ii) commenced employment with Beverley District Hospital after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Beverley District Hospital immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who 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 of the offence for which the employee is dismissed provided

that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Beverley District Hospital immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

- (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
- (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.
- (c) To the widow or widower 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 months' continuous service prior to the date of his/her death.

(13) 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.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

- (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;
- (b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—
 - (i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and
 - (ii) payment pursuant to subclause (11) of this clause has not been made; or
- (c) by any absence approved by the employer as leave whether with or without pay.

(16) 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 with any employer party to the Award, but does not include—

- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;
- (b) 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, including pro-rata long service leave, under this clause.

(17) Portability

- (a) Where an employee was, immediately prior to being employed by Beverley District Hospital, employed in the service of:
 - The Commonwealth of Australia, or
 - Any other State Government of Australia, or
 - Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be entitled to long service leave determined in the following manner:

- (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and
- (ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

- (b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Beverley District Hospital.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

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

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

- (a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply

to another person who lives with the employee as a member of the employee's family.

- (b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.
- (c) Family leave is not cumulative from year to year.
- (d) Medical certificate requirements are as per those for Sick Leave under the Award.
- (e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

- (a) An employee shall on the death of:
 - (i) the spouse of the employee;
 - (ii) the child or step-child of the employee;
 - (iii) the parent or step-parent of the employee;
 - (iv) the brother, sister, step brother or step sister; or
 - (v) 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 bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

- (b) The 2 days need not be consecutive.
- (c) Bereavement leave is not to be taken during any other period of leave.
- (d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:
 - (i) the death that is the subject of the leave sought; and
 - (ii) the relationship of the employee to the deceased person.
- (e) An employee requiring more than two 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.

(3) Special Personal Leave

- (a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.
- (b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from 1 January 1996 until the expiry of this Agreement.

(2) Minimum Salaries are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10. of the Framework Agreement.

LEVELS	Award Rate Salary P/Annum	Award Rate + 2 ASNA Salary P/Annum	Award Rate	Award Rate
			+ 5% effective 1 Jan 1996	+ 2 ASNA + 5% + 2% effective 1 July 1996
LEVEL 1				
under 17 years of age	10,452	10,881	11,425	11,654
17 years of age	12,206	12,707	13,342	13,609
18 years of age	14,248	14,833	15,574	15,886
19 years of age	16,491	17,168	18,026	18,387
20 years of age	18,520	19,280	20,244	20,649
1st year of full-time equivalent adult service	20,343	21,178	22,237	22,682
2nd year of full-time equivalent adult service	20,997	21,832	22,924	23,382
3rd year of full-time equivalent adult service	21,647	22,482	23,606	24,078
4th year of full-time equivalent adult service	22,295	23,130	24,287	24,772
LEVEL 2	22,946	23,781	24,970	25,469
	23,597	24,432	25,654	26,167
	24,346	25,181	26,440	26,969
	24,864	25,699	26,984	27,524
	25,629	26,464	27,787	28,343
LEVEL 3	26,533	27,368	28,736	29,311
	27,236	28,071	29,475	30,064
	27,975	28,810	30,251	30,856
	29,154	29,989	31,488	32,118
LEVEL 4	29,771	30,606	32,136	32,779
	30,696	31,531	33,108	33,770
	31,647	32,482	34,106	34,788
	32,998	33,833	35,525	36,235
LEVEL 5	33,702	34,537	36,264	36,989
	34,669	35,504	37,279	38,025
	35,664	36,499	38,324	39,090
	36,688	37,523	39,399	40,187
LEVEL 6	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
	42,204	43,039	45,191	46,095
LEVEL 7	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
	46,188	47,023	49,374	50,362
LEVEL 8	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966

LEVELS	Award Rate	Award Rate + 2 ASNA of \$835 p.a.	Award Rate + 2 ASNA + 5% effective 1 Jan 1996	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

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

(3) Salaries.—Specified Callings and Other Professionals are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10 of the Framework Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, 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, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows:

LEVELS	Award Rate	Award Rate + 2 ASNA of \$835 p.a.	Award Rate + 2 ASNA + 5% effective 1 Jan 1996	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 3/5	26,533	27,368	28,736	29,311
	27,975	28,810	30,251	30,856
	29,771	30,606	32,136	32,779
	31,647	32,482	34,106	34,788
	34,669	35,504	37,279	38,025
LEVEL 6	36,688	37,523	39,399	40,187
	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
LEVEL 7	42,204	43,039	45,191	46,095
	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
LEVEL 8	46,188	47,023	49,374	50,362
	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

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

(i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment;

(ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment;

(iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

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

(c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.

(d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below:

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 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 or five academic year course at a University or Institution recognised by the employer, has had four 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 year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase

has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration, that being the _____ day of _____ 1996.

Michael Hartland
(Signed by M. Hartland) 29/3/96
(Signature) (Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill
(Signed by D. Hill) 29/3/96
(Signature) (Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Eric Dillon
(Signed by E. Dillon) 29/3/96
(Signature) (Date)

A/Co-ordinator, Industrial Relations, HDWA, for and on behalf of the Board of Management or the Hon. Minister for Health as the Board of Management of Beverley District Hospital.

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Beverley District Hospital as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas:

- **Productivity Improvements which can be made:** Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- **Barriers to Productivity Improvements:** Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity:

- **Structural Matters:** Management may need to look at the structures within which the work is done and how they can be improved upon.
- **Management Style:** Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- **Best Practice, Benchmarking, Continuous Improvement and New Opportunities:** Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.

Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.

- **Culture and Environment:** Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers:

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to:

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

HOSPITAL SALARIED OFFICERS BODDINGTON DISTRICT HOSPITAL ENTERPRISE BARGAINING AGREEMENT 1996

No. PSA AG 17 of 1996.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Board of Management of Boddington District Hospital and

Hospital Salaried Officers Association of Western Australia (Union of Workers).

No. PSA AG 17 of 1996.

PUBLIC SERVICE ARBITRATOR C.B. PARKS.

22 May 1996.

Order:

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 17 of 1996.

HAVING heard Mr E. Dillon on behalf of the first named party and Mr C. Panizza on behalf of the second named party and by consent, the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the document titled the Hospital Salaried Officers Boddington District Hospital Enterprise Bargaining Agreement 1996, filed in the Commission on 29 March 1996 and as subsequently amended by the parties, signed by me for identification, be and is hereby registered as an Industrial Agreement.

[L.S]

(Sgd.) C.B. PARKS,
Public Service Arbitrator.

Schedule.

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Boddington District Hospital Enterprise Bargaining Agreement 1996.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Application and Parties Bound
5. Term of Agreement
6. No Extra Claims
7. Objectives, Principles and Commitments
8. Framework and Principles for further Productivity Bargaining
9. Awards, Agreements and Workplace Agreements
10. Rates of Pay and their Adjustment
11. Resources for Productivity Negotiations
12. Dispute Avoidance and Settlement Procedures
13. Hours
14. Part-Time Employees
15. Medical Imaging Technologists
16. Public Holidays
17. Long Service Leave
18. Sick Leave
19. Family, Bereavement and Personal Leave
20. Allowances
21. Overpayments
22. Salaries
23. Ratification

ATTACHMENT 1—Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Boddington District Hospital along with allowing the benefits from those improvements to be shared by employees, Boddington District Hospital and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Boddington District Hospital taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Boddington District Hospital.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Boddington District Hospital, (hereinafter referred to as Boddington District Hospital) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968, and unless and until otherwise determined by the Full bench in the s.72A matters currently before it.

(2) The estimated number of employees bound by this Agreement at the time of registration is 2 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations at least six months prior to the expiry of this Agreement.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1996.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to:

- (a) improve the productivity and efficiency of Boddington District Hospital;
- (b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Boddington District Hospital;
- (c) ensure high quality patient services in a safe, healthy and equitable work environment;
- (d) ensure high quality of employment and jobs; and
- (e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By:

- (a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Boddington District Hospital and its clients and the Government on behalf of the community;
- (b) ensuring that Boddington District Hospital operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;
- (c) developing and pursuing changes on a co-operative basis; and
- (d) ensuring that Boddington District Hospital operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Boddington District Hospital, Management and Employees bound by this Agreement are committed to:

- (a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice:
 - (i) is simply the best way of doing things;
 - (ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;
 - (iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;
 - (iv) is outcome rather than simply activity based;
 - (v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;
 - (vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and
- (vii) are to be based on the following principles:
 - customer/patient focus
 - management commitment
 - employee participation
 - leadership
 - information analysis
 - policies and plans

- appropriate standards
 - hospital/health service performance
 - cost effectiveness
 - working smarter
- (b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.
 - (c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.
 - (d) Actively contribute to the achievement of health service budgets.
 - (e) Assist with achieving Health department defined waiting list priorities and day surgery targets.
 - (f) Co-operate with the development and implementation of strategies to achieve length of stay targets.
 - (g) Participate in a Multidisciplinary approach to patient care.
 - (h) The principles of public sector administration, in particular to the principles contained in Sections 7, 8, and 9, of the Public Sector Management Act 1994.

In addition, Boddington District Hospital is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Boddington District Hospital, a representative from Boddington District Hospital will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Boddington District Hospital.

(c) The agenda should include but not be limited to:

- (i) changes in work organisation, job design and working patterns and arrangements;
- (ii) examination of terms and conditions of employment to ensure they are suited to Boddington District Hospital's operational requirements;
- (iii) identification and implementation of best practice across all areas of service delivery;
- (iv) (i), (ii) and (iii) can be achieved by means including but not limited to:
 - (aa) new training and skills development programs as and where required;
 - (bb) the optimum use of human and capital resources including new technology;
 - (cc) quality assurance and continuous improvement programs;
 - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and
 - (ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied:

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Boddington District Hospital in meeting its agreed and contracted service programs and outcomes. Productivity im-

provements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Boddington District Hospital and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Boddington District Hospital.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Boddington District Hospital takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Boddington District Hospital and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Boddington District Hospital can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Boddington District Hospital as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Boddington District Hospital could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

- (b) To facilitate the making of an informed and free choice:
- (i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.
 - (ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.
 - (iii) The employee shall be provided with:
 - (aa) a copy of an agreed summary of this Agreement; and
 - (bb) a copy of a summary of the Workplace Agreement.
 - (iv) At the request of an employee, the employee shall be provided with:
 - (aa) access to a copy of this Agreement and the Workplace Agreement;
 - (bb) any other relevant documentation, such as information on salary packaging; and
 - (cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

- (c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can r e - visit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Boddington District Hospital from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Boddington District Hospital.

(6) All promotional positions and new staff recruited by Boddington District Hospital from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Boddington District Hospital.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Boddington District Hospital shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Boddington District Hospital is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

(1) Targeted Outcome

It is agreed that:

- (a) The minimum targeted outcome is an increase in salaries of 10% which includes the initial salary increase flowing from this Agreement and any subsequent increases negotiated by Boddington District Hospital and the HSOA.
- (b) It would be in exceptional circumstances where the targeted outcome would not be achieved.

(2) Wage Adjustments

This Agreement shall provide for salary increases as outlined in Clause 22.—Salaries of this Agreement payable as follows:

- (a) A first increase of 5%, payable from 1 January 1996;

- (b) A second increase of 2% from 1 July 1996; and
- (c) A further 3% targeted minimum increase, provided sufficient productivity improvements are negotiated by Boddington District Hospital and the HSOA and this Agreement is amended to reflect such agreement, payable no earlier than 1st January 1997 unless otherwise agreed at the Health Service Level. This increase is to be negotiated in accordance with the provisions of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996 and provided in accordance with Clause 8(2) of this Agreement.

(3) The Minimum Increases

- (a) The increases outlined above are in addition to the 1st and 2nd Arbitrated Safety Net Adjustments. However, if the third Arbitrated Safety Net Adjustment referred to by the Western Australian Industrial Relations Commission in its December 1994 State Wage Case Decision becomes available during the period of this Agreement, it shall be absorbed into this Agreement to the extent to which this Agreement provides a salary increase in excess of the amount provided by the third Arbitrated Safety Net Adjustment.
- (b) Payment of the increases will be made having regard to:
 - (i) the continued commitment of the parties to the objectives of this Agreement and the implementation of the initiatives and reforms included within it;
 - (ii) whether the reforms agreed have been implemented or whether they are in the process of being implemented;
 - (iii) whether the targets included in an agreement as a measure of increased productivity, efficiency or effectiveness, have been met; and
 - (iv) whether the agreed consolidation and registration of the Hospital Salaried Officers Award is completed by 1 July 1996.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Boddington District Hospital.

(2) (a) To assist in meeting these obligations, Boddington District Hospital will assist by providing appropriate resources having regard to the operational requirements of Boddington District Hospital and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Boddington District Hospital who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Boddington District Hospital and shall not unreasonably affect the operation of Boddington District Hospital;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Boddington District Hospital in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process:

- (a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;
- (b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Boddington District Hospital representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Boddington District Hospital or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;
- (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;
- (d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Boddington District Hospital (or his/her nominee) of the existence of a dispute or disagreement;
- (e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Boddington District Hospital (or his/her nominee) shall confer on the matters notified by the parties within five working days and:
 - (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;
 - (ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements:

- (i) Ordinary hours of work of thirty eight per week;
- (ii) Flexitime roster covering a settlement period of four weeks;

(iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;

(iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.

(v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

- (i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;
- (ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;
- (iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;
- (iv) The arrangement may allow for additional time off in lieu of penalty rates;
- (v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;
- (vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

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

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

- (b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

The continuing operation of any alternative working arrangements, so approved, will depend on the

employer being satisfied that the efficient functioning of the hospital/health service is being enhanced by its operation.

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

(4) Flexitime Arrangements

(a) Flexitime Roster

- (i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.
- (ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
- (iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.
- (iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

- (i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.
- (ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods:

6.00 am to 9.30 am

11.00 am to 2.30 pm (Minimum half an hour break)

3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

- (i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.
- (ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

- (i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.
- (ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

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

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

- (iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

- (i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.
- (ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.
- (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

- (i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period. Such debit hours shall be carried forward to the next settlement period.
- (ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.
- (iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

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

(l) Overtime

- (i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.
- (ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
 - (aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or
 - (bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or
 - (cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.
- (iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the com-

mencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

(i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.

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

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

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

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 44 minutes notwithstanding the following:

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

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

(iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.

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

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment

within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and 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.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award No. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

(a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or

(b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or

(c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay

(d) 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.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) 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.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after

becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

- (7) (a) An employee who;
- i) at or before the 1st April 1996 was employed by Boddington District Hospital, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
 - ii) commenced employment with Boddington District Hospital after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Boddington District Hospital immediately prior to taking this leave.

(b) An employee who resigns from their employment with Boddington District Hospital and who;

- i) at or before the 1st April 1996 was employed by Boddington District Hospital, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
- ii) commenced employment with Boddington District Hospital after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Boddington District Hospital immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who 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 of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Boddington District Hospital immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

- (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
- (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.
- (c) To the widow or widower 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 months' continuous service prior to the date of his/her death.

(13) 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.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

- (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;
- (b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—
 - (i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and
 - (ii) payment pursuant to subclause (11) of this clause has not been made; or
- (c) by any absence approved by the employer as leave whether with or without pay.

(16) 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 with any employer party to the Award, but does not include—

- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;
- (b) 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, including pro-rata long service leave, under this clause.

(17) Portability

- (a) Where an employee was, immediately prior to being employed by Boddington District Hospital, employed in the service of:
 - The Commonwealth of Australia, or
 - Any other State Government of Australia, or
 - Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be entitled to long service leave determined in the following manner:

- (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and

(ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

(b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Boddington District Hospital.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

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

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

- (a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.
- (b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.
- (c) Family leave is not cumulative from year to year.
- (d) Medical certificate requirements are as per those for Sick Leave under the Award.
- (e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

- (a) An employee shall on the death of:
- the spouse of the employee;
 - the child or step-child of the employee;
 - the parent or step-parent of the employee;
 - the brother, sister, step brother or step sister; or
 - 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 bereavement leave, provided that at the request of an employee the em-

ployer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

- (b) The 2 days need not be consecutive.
- (c) Bereavement leave is not to be taken during any other period of leave.
- (d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:
- the death that is the subject of the leave sought; and
 - the relationship of the employee to the deceased person.
- (e) An employee requiring more than two 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.

(3) Special Personal Leave

- (a) Without Pay
The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.
- (b) Use of Annual Leave
The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from 1 January 1996 until the expiry of this Agreement.

(2) Minimum Salaries are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10. of the Framework Agreement.

LEVELS	Award Rate	Award Rate	Award Rate	Award Rate
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 1				
under 17 years of age	10,452	10,881	11,425	11,654
17 years of age	12,206	12,707	13,342	13,609
18 years of age	14,248	14,833	15,574	15,886
19 years of age	16,491	17,168	18,026	18,387
20 years of age	18,520	19,280	20,244	20,649
1st year of full-time equivalent adult service	20,343	21,178	22,237	22,682
2nd year of full-time equivalent adult service	20,997	21,832	22,924	23,382
3rd year of full-time equivalent adult service	21,647	22,482	23,606	24,078
4th year of full-time equivalent adult service	22,295	23,130	24,287	24,772
LEVEL 2	22,946	23,781	24,970	25,469
	23,597	24,432	25,654	26,167
	24,346	25,181	26,440	26,969
	24,864	25,699	26,984	27,524
	25,629	26,464	27,787	28,343
LEVEL 3	26,533	27,368	28,736	29,311
	27,236	28,071	29,475	30,064
	27,975	28,810	30,251	30,856
	29,154	29,989	31,488	32,118
LEVEL 4	29,771	30,606	32,136	32,779
	30,696	31,531	33,108	33,770
	31,647	32,482	34,106	34,788
	32,998	33,833	35,525	36,235
LEVEL 5	33,702	34,537	36,264	36,989
	34,669	35,504	37,279	38,025
	35,664	36,499	38,324	39,090
	36,688	37,523	39,399	40,187
LEVEL 6	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
	42,204	43,039	45,191	46,095
LEVEL 7	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
	46,188	47,023	49,374	50,362
LEVEL 8	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

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

(3) Salaries.—Specified Callings and Other Professionals are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10 of the Framework Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, 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, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows:

LEVELS	Award Rate	Award Rate	Award Rate	Award Rate
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 3/5	26,533	27,368	28,736	29,311
	27,975	28,810	30,251	30,856
	29,771	30,606	32,136	32,779
	31,647	32,482	34,106	34,788
	34,669	35,504	37,279	38,025
	36,688	37,523	39,399	40,187
LEVEL 6	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
	42,204	43,039	45,191	46,095
LEVEL 7	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
	46,188	47,023	49,374	50,362
LEVEL 8	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

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

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

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

- The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.
- The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below:

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an "experienced engineer" as defined.

For the purposes of this paragraph "experienced engineer" shall mean:

- 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 or five academic year course at a University or Institution recognised by the employer, has had four 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 year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration, that being the _____ day of _____ 1996.

Michael Hartland

(Signed by M. Hartland) 29/3/96
(Signature) (Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

(Signed by D. Hill) 29/3/96
(Signature) (Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Eric Dillon

(Signed by E. Dillon) 29/3/96
(Signature) (Date)

A/Co-ordinator, Industrial Relations, HDWA, for and on behalf of the Board of Management or the Hon. Minister for Health as the Board of Management of Boddington District Hospital.

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Boddington District Hospital as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas:

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity:

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness. Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers:

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to:

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

**HOSPITAL SALARIED OFFICERS BOYUP BROOK
HEALTH SERVICE ENTERPRISE BARGAINING
AGREEMENT 1996**
No. PSA AG 18 of 1996.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Board of Management of Boyup Brook Health Service
and

Hospital Salaried Officers Association of Western Australia
(Union of Workers).
No. PSA AG 18 of 1996.

PUBLIC SERVICE ARBITRATOR C.B. PARKS.
22 May 1996.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 18 of 1996.

HAVING heard Mr E. Dillon on behalf of the first named party and Mr C. Panizza on behalf of the second named party and by consent, the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the document titled the Hospital Salaried Officers Boyup Brook Health Service Enterprise Bargaining Agreement 1996, filed in the Commission on 29 March 1996 and as subsequently amended by the parties, signed by me for identification, be and is hereby registered as an Industrial Agreement.

[L.S.]

(Sgd.) C.B. PARKS,
Public Service Arbitrator.

Schedule.

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Boyup Brook Health Service Enterprise Bargaining Agreement 1996.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Application and Parties Bound
5. Term of Agreement
6. No Extra Claims
7. Objectives, Principles and Commitments
8. Framework and Principles for further Productivity Bargaining
9. Awards, Agreements and Workplace Agreements
10. Rates of Pay and their Adjustment
11. Resources for Productivity Negotiations
12. Dispute Avoidance and Settlement Procedures
13. Hours
14. Part-Time Employees
15. Medical Imaging Technologists
16. Public Holidays
17. Long Service Leave
18. Sick Leave
19. Family, Bereavement and Personal Leave
20. Allowances
21. Overpayments
22. Salaries
23. Ratification

ATTACHMENT 1—Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Boyup Brook Health Service along with allowing the benefits from those improvements to be shared by employees, Boyup Brook Health Service and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Boyup Brook Health Service taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Boyup Brook Health Service.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

(1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Boyup Brook Health Service, (hereinafter referred to as Boyup Brook Health Service) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968, and unless and until otherwise determined by the Full bench in the s.72A matters currently before it.

(2) The estimated number of employees bound by this Agreement at the time of registration is 2 employees.

(3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations at least six months prior to the expiry of this Agreement.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1996.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to:

- (a) improve the productivity and efficiency of Boyup Brook Health Service;
- (b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Boyup Brook Health Service;
- (c) ensure high quality patient services in a safe, healthy and equitable work environment;
- (d) ensure high quality of employment and jobs; and
- (e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By:

- (a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Boyup Brook Health Service and its clients and the Government on behalf of the community;
- (b) ensuring that Boyup Brook Health Service operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;
- (c) developing and pursuing changes on a co-operative basis; and
- (d) ensuring that Boyup Brook Health Service operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Boyup Brook Health Service, Management and Employees bound by this Agreement are committed to:

- (a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice:
 - (i) is simply the best way of doing things;
 - (ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;
 - (iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;
 - (iv) is outcome rather than simply activity based;
 - (v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;
 - (vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and
 - (vii) are to be based on the following principles:
 - customer/patient focus
 - management commitment
 - employee participation
 - leadership
 - information analysis
 - policies and plans
 - appropriate standards
 - hospital/health service performance
 - cost effectiveness
 - working smarter
- (b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.
- (c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.
- (d) Actively contribute to the achievement of health service budgets.
- (e) Assist with achieving Health department defined waiting list priorities and day surgery targets.
- (f) Co-operate with the development and implementation of strategies to achieve length of stay targets.
- (g) Participate in a Multidisciplinary approach to patient care.
- (h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Boyup Brook Health Service is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Boyup Brook Health Service, a representative from Boyup Brook Health Service will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effec-

tiveness, productivity, patient care and flexibility within Boyup Brook Health Service.

(c) The agenda should include but not be limited to:

- (i) changes in work organisation, job design and working patterns and arrangements;
- (ii) examination of terms and conditions of employment to ensure they are suited to Boyup Brook Health Service's operational requirements;
- (iii) identification and implementation of best practice across all areas of service delivery;
- (iv) (i), (ii) and (iii) can be achieved by means including but not limited to:
 - (aa) new training and skills development programs as and where required;
 - (bb) the optimum use of human and capital resources including new technology;
 - (cc) quality assurance and continuous improvement programs;
 - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and
 - (ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied:

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Boyup Brook Health Service in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions. Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Boyup Brook Health Service and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Boyup Brook Health Service.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Boyup Brook Health Service takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Boyup Brook Health Service and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Boyup Brook Health Service can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Boyup Brook Health Service as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Boyup Brook Health Service could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice:

(i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.

(ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.

(iii) The employee shall be provided with:

(aa) a copy of an agreed summary of this Agreement; and

(bb) a copy of a summary of the Workplace Agreement.

(iv) At the request of an employee, the employee shall be provided with;

(aa) access to a copy of this Agreement and the Workplace Agreement;

(bb) any other relevant documentation, such as information on salary packaging; and

(cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

(c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can revisit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Boyup Brook Health Service from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Boyup Brook Health Service.

(6) All promotional positions and new staff recruited by Boyup Brook Health Service from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Boyup Brook Health Service.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Boyup Brook Health Service shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Boyup Brook Health Service is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

(1) Targeted Outcome

It is agreed that:

(a) The minimum targeted outcome is an increase in salaries of 10% which includes the initial salary increase flowing from this Agreement and any subsequent increases negotiated by Boyup Brook Health Service and the HSOA.

(b) It would be in exceptional circumstances where the targeted outcome would not be achieved.

(2) Wage Adjustments

This Agreement shall provide for salary increases as outlined in Clause 22.—Salaries of this Agreement payable as follows:

(a) A first increase of 5%, payable from 1 January 1996;

(b) A second increase of 2% from 1 July 1996; and

(c) A further 3% targeted minimum increase, provided sufficient productivity improvements are negotiated by Boyup Brook Health Service and the HSOA and this Agreement is amended to reflect such agreement, payable no earlier than 1st January 1997 unless otherwise agreed at the Health Service Level. This increase is to be negotiated in accordance with the provisions of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996 and provided in accordance with Clause 8(2) of this Agreement.

(3) The Minimum Increases

(a) The increases outlined above are in addition to the 1st and 2nd Arbitrated Safety Net Adjustments. However, if the third Arbitrated Safety Net Adjustment referred to by the Western Australian Industrial Relations Commission in its December 1994 State Wage Case Decision becomes available during the period of this Agreement, it shall be absorbed into this Agreement to the extent to which this Agreement provides a salary increase in excess of the amount provided by the third Arbitrated Safety Net Adjustment.

(b) Payment of the increases will be made having regard to:

(i) the continued commitment of the parties to the objectives of this Agreement and the implementation of the initiatives and reforms included within it;

(ii) whether the reforms agreed have been implemented or whether they are in the process of being implemented;

(iii) whether the targets included in an agreement as a measure of increased productivity, efficiency or effectiveness, have been met; and

(iv) whether the agreed consolidation and registration of the Hospital Salaried Officers Award is completed by 1 July 1996.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Boyup Brook Health Service.

(2) (a) To assist in meeting these obligations, Boyup Brook Health Service will assist by providing appropriate resources having regard to the operational requirements of Boyup Brook Health Service and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Boyup Brook Health Service who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Boyup Brook Health Service and shall not unreasonably affect the operation of Boyup Brook Health Service;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Boyup Brook Health Service in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process:

- (a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;
- (b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Boyup Brook Health Service representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Boyup Brook Health Service or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;
- (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;

(d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Boyup Brook Health Service (or his/her nominee) of the existence of a dispute or disagreement;

(e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Boyup Brook Health Service (or his/her nominee) shall confer on the matters notified by the parties within five working days and:

- (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;
- (ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements:

- (i) Ordinary hours of work of thirty eight per week;
- (ii) Flexitime roster covering a settlement period of four weeks;
- (iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;
- (iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.
- (v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

- (i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;
- (ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;
- (iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;
- (iv) The arrangement may allow for additional time off in lieu of penalty rates;
- (v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;
- (vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for:

- (i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.
- (ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and
- (iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

(b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

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

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

(4) Flexitime Arrangements

(a) Flexitime Roster

- (i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.
- (ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
- (iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.
- (iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

- (i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.
- (ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods:

6.00 am to 9.30 am

11.00 am to 2.30 pm (Minimum half an hour break)

3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

- (i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.
- (ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

- (i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.
- (ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

- (i) For recording time worked, there shall be a settlement period which shall consist of four weeks.
- (ii) The settlement period shall commence at the beginning of a pay period.
- (iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

- (i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.
- (ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.
- (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

- (i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period. Such debit hours shall be carried forward to the next settlement period.
- (ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.
- (iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

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

(l) Overtime

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

- (ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
- (aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or
 - (bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or
 - (cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.
- (iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.
- (5) Nine Day Fortnight
- (a) Hours of Duty
- (i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.
 - (ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.
- (b) Lunch Break
- A meal break shall be allowed and taken in accordance with the standard provisions of this clause.
- (c) Special Rostered Day Off
- Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.
- (d) Leave and Public Holidays.
- For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 44 minutes notwithstanding the following:
- (i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
 - (ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.
 - (iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.
 - (iv) An employee who is sick on a special rostered day off will not be granted sick leave for that

day, and will not be credited with an additional day off in lieu.

- (e) Overtime
- The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.
- (f) Study Leave
- Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and 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.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award No. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave

accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

- (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
- (b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or
- (c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay
- (d) 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.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) 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.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who;

- i) at or before the 1st April 1996 was employed by Boyup Brook Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
- ii) commenced employment with Boyup Brook Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Boyup Brook Health Service immediately prior to taking this leave.

(b) An employee who resigns from their employment with Boyup Brook Health Service and who;

- i) at or before the 1st April 1996 was employed by Boyup Brook Health Service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
- ii) commenced employment with Boyup Brook Health Service after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Boyup Brook Health Service immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who 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 of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Boyup Brook Health Service immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

- (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
- (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.
- (c) To the widow or widower 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 months' continuous service prior to the date of his/her death.

(13) 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.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

- (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;
- (b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—
 - (i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and
 - (ii) payment pursuant to subclause (11) of this clause has not been made; or
- (c) by any absence approved by the employer as leave whether with or without pay.

(16) 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 with any employer party to the Award, but does not include—

- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;
- (b) 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, including pro-rata long service leave, under this clause.

(17) Portability

- (a) Where an employee was, immediately prior to being employed by Boyup Brook Health Service, employed in the service of:
 - The Commonwealth of Australia, or
 - Any other State Government of Australia, or
 - Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be entitled to long service leave determined in the following manner:

- (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and
- (ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

- (b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Boyup Brook Health Service.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

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

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

- (a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply

to another person who lives with the employee as a member of the employee's family.

- (b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.
- (c) Family leave is not cumulative from year to year.
- (d) Medical certificate requirements are as per those for Sick Leave under the Award.
- (e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

- (a) An employee shall on the death of:
 - (i) the spouse of the employee;
 - (ii) the child or step-child of the employee;
 - (iii) the parent or step-parent of the employee;
 - (iv) the brother, sister, step brother or step sister; or
 - (v) 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 bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

- (b) The 2 days need not be consecutive.
- (c) Bereavement leave is not to be taken during any other period of leave.
- (d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:
 - (i) the death that is the subject of the leave sought; and
 - (ii) the relationship of the employee to the deceased person.
- (e) An employee requiring more than two 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.

(3) Special Personal Leave

- (a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.
- (b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from 1 January 1996 until the expiry of this Agreement.

(2) Minimum Salaries are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10. of the Framework Agreement.

LEVELS	Award Rate	Award Rate + 2 ASNA of \$835 p.a.	Award Rate + 2 ASNA + 5% EB effective 1 Jan 1996	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 1				
under 17 years of age	10,452	10,881	11,425	11,654
17 years of age	12,206	12,707	13,342	13,609
18 years of age	14,248	14,833	15,574	15,886
19 years of age	16,491	17,168	18,026	18,387
20 years of age	18,520	19,280	20,244	20,649
1st year of full-time equivalent adult service	20,343	21,178	22,237	22,682
2nd year of full-time equivalent adult service	20,997	21,832	22,924	23,382
3rd year of full-time equivalent adult service	21,647	22,482	23,606	24,078
4th year of full-time equivalent adult service	22,295	23,130	24,287	24,772
LEVEL 2	22,946	23,781	24,970	25,469
	23,597	24,432	25,654	26,167
	24,346	25,181	26,440	26,969
	24,864	25,699	26,984	27,524
	25,629	26,464	27,787	28,343
LEVEL 3	26,533	27,368	28,736	29,311
	27,236	28,071	29,475	30,064
	27,975	28,810	30,251	30,856
	29,154	29,989	31,488	32,118
LEVEL 4	29,771	30,606	32,136	32,779
	30,696	31,531	33,108	33,770
	31,647	32,482	34,106	34,788
	32,998	33,833	35,525	36,235
LEVEL 5	33,702	34,537	36,264	36,989
	34,669	35,504	37,279	38,025
	35,664	36,499	38,324	39,090
	36,688	37,523	39,399	40,187
LEVEL 6	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
	42,204	43,039	45,191	46,095
LEVEL 7	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
	46,188	47,023	49,374	50,362
LEVEL 8	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563

LEVELS	Award Rate	Award Rate + 2 ASNA of \$835 p.a.	Award Rate + 2 ASNA + 5% EB effective 1 Jan 1996	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

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

(3) Salaries.—Specified Callings and Other Professionals are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10 of the Framework Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, 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, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows:

LEVELS	Award Rate	Award Rate + 2 ASNA of \$835 p.a.	Award Rate + 2 ASNA + 5% EB effective 1 Jan 1996	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 3/5	26,533	27,368	28,736	29,311
	27,975	28,810	30,251	30,856
	29,771	30,606	32,136	32,779
	31,647	32,482	34,106	34,788
	34,669	35,504	37,279	38,025
	36,688	37,523	39,399	40,187
LEVEL 6	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
	42,204	43,039	45,191	46,095
LEVEL 7	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
	46,188	47,023	49,374	50,362
LEVEL 8	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

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

(i) Employees, who have completed an approved three academic year tertiary qualification, rel-

evant to their calling, shall commence at the first year increment;

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

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

- (c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.
- (d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below:

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 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 or five academic year course at a University or Institution recognised by the employer, has had four 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 year’s experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration, that being the _____ day of _____ 1996.

Michael Hartland
(Signed by M. Hartland) 29/3/96
(Signature) (Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill
(Signed by D. Hill) 29/3/96
(Signature) (Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Eric Dillon
(Signed by E. Dillon) 29/3/96
(Signature) (Date)

A/Co-ordinator, Industrial Relations, HDWA, for and on behalf of the Board of Management or the Hon. Minister for Health as the Board of Management of Boyup Brook Health Service.

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Boyup Brook Health Service as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas:

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity:

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.

Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health

Department so that they can be addressed on an industry basis.

- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers:

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to:

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

HOSPITAL SALARIED OFFICERS BRIDGETOWN DISTRICT HOSPITAL ENTERPRISE BARGAINING AGREEMENT 1996

No. PSA AG 19 of 1996.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Board of Management of Bridgetown District Hospital
and

Hospital Salaried Officers Association of Western Australia
(Union of Workers).

No. PSA AG 19 of 1996.

PUBLIC SERVICE ARBITRATOR C.B. PARKS.

22 May 1996.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 19 of 1996.

HAVING heard Mr E. Dillon on behalf of the first named party and Mr C. Panizza on behalf of the second named party and by consent, the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the document titled the Hospital Salaried Officers Bridgetown District Hospital Enterprise Bargaining Agreement 1996, filed in the Commission on 29 March 1996 and as subsequently amended by the parties, signed by me for identification, be and is hereby registered as an Industrial Agreement.

[L.S]

(Sgd.) C.B. PARKS,
Public Service Arbitrator.

Schedule.

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Bridgetown District Hospital Enterprise Bargaining Agreement 1996.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Purpose of Agreement
4. Application and Parties Bound
5. Term of Agreement
6. No Extra Claims
7. Objectives, Principles and Commitments
8. Framework and Principles for further Productivity Bargaining
9. Awards, Agreements and Workplace Agreements
10. Rates of Pay and their Adjustment
11. Resources for Productivity Negotiations
12. Dispute Avoidance and Settlement Procedures
13. Hours
14. Part-Time Employees
15. Medical Imaging Technologists
16. Public Holidays
17. Long Service Leave
18. Sick Leave
19. Family, Bereavement and Personal Leave
20. Allowances
21. Overpayments
22. Salaries
23. Ratification

Attachment 1 Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Bridgetown District Hospital along with allowing the benefits from those improvements to be shared by employees, Bridgetown District Hospital and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Bridgetown District Hospital taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Bridgetown District Hospital.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

This Agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Bridgetown District Hospital, (hereinafter referred to as Bridgetown District Hospital) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968, and unless and until otherwise determined by the Full bench in the s.72A matters currently before it.

(1) The estimated number of employees bound by this Agreement at the time of registration is 11 employees.

(2) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations at least six months prior to the expiry of this Agreement.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1996.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to:

- (a) improve the productivity and efficiency of Bridgetown District Hospital;
- (b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Bridgetown District Hospital;
- (c) ensure high quality patient services in a safe, healthy and equitable work environment;
- (d) ensure high quality of employment and jobs; and
- (e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By:

- (a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Bridgetown District Hospital and its clients and the Government on behalf of the community;
- (b) ensuring that Bridgetown District Hospital operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;
- (c) developing and pursuing changes on a co-operative basis; and
- (d) ensuring that Bridgetown District Hospital operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Bridgetown District Hospital, Management and Employees bound by this Agreement are committed to:

- (a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice:
 - (i) is simply the best way of doing things;
 - (ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;
 - (iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;
 - (iv) is outcome rather than simply activity based;
 - (v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;
 - (vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and
 - (vii) are to be based on the following principles:
 - customer/patient focus
 - management commitment
 - employee participation
 - leadership
 - information analysis
 - policies and plans
 - appropriate standards

- hospital/health service performance
- cost effectiveness
- working smarter

- (b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.
- (c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.
- (d) Actively contribute to the achievement of health service budgets.
- (e) Assist with achieving Health department defined waiting list priorities and day surgery targets.
- (f) Co-operate with the development and implementation of strategies to achieve length of stay targets.
- (g) Participate in a Multidisciplinary approach to patient care.
- (h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Bridgetown District Hospital is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Bridgetown District Hospital, a representative from Bridgetown District Hospital will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Bridgetown District Hospital.

(c) The agenda should include but not be limited to:

- (i) changes in work organisation, job design and working patterns and arrangements;
- (ii) examination of terms and conditions of employment to ensure they are suited to Bridgetown District Hospital's operational requirements;
- (iii) identification and implementation of best practice across all areas of service delivery;
- (iv) (i), (ii) and (iii) can be achieved by means including but not limited to:
 - (aa) new training and skills development programs as and where required;
 - (bb) the optimum use of human and capital resources including new technology;
 - (cc) quality assurance and continuous improvement programs;
 - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and
 - (ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied:

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Bridgetown District Hospital in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or ar-

rangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Bridgetown District Hospital and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Bridgetown District Hospital.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Bridgetown District Hospital takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Bridgetown District Hospital and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Bridgetown District Hospital can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Bridgetown District Hospital as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Bridgetown District Hospital could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

- (a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

- (b) To facilitate the making of an informed and free choice:

- (i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.
- (ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.
- (iii) The employee shall be provided with:
- (aa) a copy of an agreed summary of this Agreement; and
- (bb) a copy of a summary of the Workplace Agreement.
- (iv) At the request of an employee, the employee shall be provided with:
- (aa) access to a copy of this Agreement and the Workplace Agreement;
- (bb) any other relevant documentation, such as information on salary packaging; and
- (cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

- (c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can r e - visit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Bridgetown District Hospital from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Bridgetown District Hospital.

(6) All promotional positions and new staff recruited by Bridgetown District Hospital from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Bridgetown District Hospital.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Bridgetown District Hospital shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Bridgetown District Hospital is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

(1) Targeted Outcome

It is agreed that:

- (a) The minimum targeted outcome is an increase in salaries of 10% which includes the initial salary increase flowing from this Agreement and any subsequent increases negotiated by Bridgetown District Hospital and the HSOA.
- (b) It would be in exceptional circumstances where the targeted outcome would not be achieved.

(2) Wage Adjustments

This Agreement shall provide for salary increases as outlined in Clause 22.—Salaries of this Agreement payable as follows:

- (a) A first increase of 5%, payable from 1 January 1996;
- (b) A second increase of 2% from 1 July 1996; and

(c) A further 3% targeted minimum increase, provided sufficient productivity improvements are negotiated by Bridgetown District Hospital and the HSOA and this Agreement is amended to reflect such agreement, payable no earlier than 1st January 1997 unless otherwise agreed at the Health Service Level. This increase is to be negotiated in accordance with the provisions of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996 and provided in accordance with Clause 8(2) of this Agreement.

(3) The Minimum Increases

(a) The increases outlined above are in addition to the 1st and 2nd Arbitrated Safety Net Adjustments. However, if the third Arbitrated Safety Net Adjustment referred to by the Western Australian Industrial Relations Commission in its December 1994 State Wage Case Decision becomes available during the period of this Agreement, it shall be absorbed into this Agreement to the extent to which this Agreement provides a salary increase in excess of the amount provided by the third Arbitrated Safety Net Adjustment.

(b) Payment of the increases will be made having regard to:

- (i) the continued commitment of the parties to the objectives of this Agreement and the implementation of the initiatives and reforms included within it;
- (ii) whether the reforms agreed have been implemented or whether they are in the process of being implemented;
- (iii) whether the targets included in an agreement as a measure of increased productivity, efficiency or effectiveness, have been met; and
- (iv) whether the agreed consolidation and registration of the Hospital Salaried Officers Award is completed by 1 July 1996.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Bridgetown District Hospital.

(2) (a) To assist in meeting these obligations, Bridgetown District Hospital will assist by providing appropriate resources having regard to the operational requirements of Bridgetown District Hospital and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Bridgetown District Hospital who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Bridgetown District Hospital and shall not unreasonably affect the operation of Bridgetown District Hospital;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Bridgetown District Hospital in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process:

- (a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;
- (b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Bridgetown District Hospital representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Bridgetown District Hospital or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;
- (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;
- (d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Bridgetown District Hospital (or his/her nominee) of the existence of a dispute or disagreement;
- (e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Bridgetown District Hospital (or his/her nominee) shall confer on the matters notified by the parties within five working days and:
 - (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;
 - (ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements:

- (i) Ordinary hours of work of thirty eight per week;
- (ii) Flexitime roster covering a settlement period of four weeks;
- (iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;
- (iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed

hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.

- (v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

- (i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;
- (ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;
- (iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;
- (iv) The arrangement may allow for additional time off in lieu of penalty rates;
- (v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;
- (vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

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

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

- (b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

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

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

(4) Flexitime Arrangements

(a) Flexitime Roster

- (i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.
- (ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
- (iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.
- (iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

- (i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.
- (ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods:

6.00 am to 9.30 am
11.00 am to 2.30 pm (Minimum half an hour break)
3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

- (i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.
- (ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

- (i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.
- (ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

- (i) For recording time worked, there shall be a settlement period which shall consist of four weeks.
- (ii) The settlement period shall commence at the beginning of a pay period.
- (iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

- (i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.
- (ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.
- (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

- (i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.
Such debit hours shall be carried forward to the next settlement period.
- (ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.
- (iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

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

(l) Overtime

- (i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.
- (ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
 - (aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or
 - (bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or
 - (cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.
- (iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

- (i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.
- (ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

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

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 44 minutes notwithstanding the following:

- (i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
- (ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.
- (iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.
- (iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and 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.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19.—Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award No. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

- (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
- (b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or
- (c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay
- (d) 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.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) 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.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(7) (a) An employee who:

- i) at or before the 1st April 1996 was employed by Bridgetown District Hospital, and has completed at least 15 years' continuous service within the Western Australian Public Sector; or
- ii) commenced employment with Bridgetown District Hospital after the 1st April 1996, and has completed at least 15 years' continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years' continuous service with Bridgetown District Hospital immediately prior to taking this leave.

(b) An employee who resigns from their employment with Bridgetown District Hospital and who;

- i) at or before the 1st April 1996 was employed by Bridgetown District Hospital, and has completed at least 15 years' continuous service within the Western Australian Public Sector; or
- ii) commenced employment with Bridgetown District Hospital after the 1st April 1996, and has completed at least 15 years' continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years' continuous service with Bridgetown District Hospital immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an employee has been redeployed at the direction of a Western Australian Public Sector Employer, three years' continuous service for the purposes of subclauses (7) of this clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who 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 of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years' continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years' continuous service, calculated in accordance with the provisions of this Clause, with Bridgetown District Hospital immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

- (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
- (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.
- (c) To the widow or widower 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 months' continuous service prior to the date of his/her death.

(13) 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.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

- (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;
- (b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—
 - (i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and
 - (ii) payment pursuant to subclause (11) of this clause has not been made; or
- (c) by any absence approved by the employer as leave whether with or without pay.

(16) 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 with any employer party to the Award, but does not include—

- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;
- (b) 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, including pro-rata long service leave, under this clause.

(17) Portability

(a) Where an employee was, immediately prior to being employed by Bridgetown District Hospital, employed in the service of:

- The Commonwealth of Australia, or
- Any other State Government of Australia, or
- Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be entitled to long service leave determined in the following manner:

- (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and
- (ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.

(b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Bridgetown District Hospital.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

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

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

- (a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.
- (b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.
- (c) Family leave is not cumulative from year to year.
- (d) Medical certificate requirements are as per those for Sick Leave under the Award.
- (e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

- (a) An employee shall on the death of:
 - (i) the spouse of the employee;
 - (ii) the child or step-child of the employee;
 - (iii) the parent or step-parent of the employee;
 - (iv) the brother, sister, step brother or step sister; or
 - (v) 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 bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

- (b) The 2 days need not be consecutive.
- (c) Bereavement leave is not to be taken during any other period of leave.
- (d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:
- the death that is the subject of the leave sought; and
 - the relationship of the employee to the deceased person.
- (e) An employee requiring more than two 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.

(3) Special Personal Leave

(a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from 1 January 1996 until the expiry of this Agreement.

(2) Minimum Salaries are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10. of the Framework Agreement.

LEVELS	Award Rate	Award Rate	Award Rate	Award Rate
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 1				
under 17 years of age	10,452	10,881	11,425	11,654
17 years of age	12,206	12,707	13,342	13,609
18 years of age	14,248	14,833	15,574	15,886
19 years of age	16,491	17,168	18,026	18,387
20 years of age	18,520	19,280	20,244	20,649
1st year of full-time equivalent adult service	20,343	21,178	22,237	22,682
2nd year of full-time equivalent adult service	20,997	21,832	22,924	23,382
3rd year of full-time equivalent adult service	21,647	22,482	23,606	24,078
4th year of full-time equivalent adult service	22,295	23,130	24,287	24,772
LEVEL 2	22,946	23,781	24,970	25,469
	23,597	24,432	25,654	26,167
	24,346	25,181	26,440	26,969
	24,864	25,699	26,984	27,524
	25,629	26,464	27,787	28,343
LEVEL 3	26,533	27,368	28,736	29,311
	27,236	28,071	29,475	30,064
	27,975	28,810	30,251	30,856
	29,154	29,989	31,488	32,118
LEVEL 4	29,771	30,606	32,136	32,779
	30,696	31,531	33,108	33,770
	31,647	32,482	34,106	34,788
	32,998	33,833	35,253	36,235
LEVEL 5	33,702	34,537	36,264	36,989
	34,669	35,504	37,279	38,025
	35,664	36,499	38,324	39,090
	36,688	37,523	39,399	40,187
LEVEL 6	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
	42,204	43,039	45,191	46,095
LEVEL 7	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
	46,188	47,023	49,374	50,362
LEVEL 8	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

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

(3) Salaries.—Specified Callings and Other Professionals are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10 of the Framework Agreement.

(a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, 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, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows:

LEVELS	Award Rate	Award Rate + 2 ASNA	Award Rate + 2 ASNA + 5%	Award Rate + 2 ASNA + 5% + 2%
	of \$835 p.a.	effective 1 Jan 1996	effective 1 July 1996	
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 3/5	26,533	27,368	28,736	29,311
	27,975	28,810	30,251	30,856
	29,771	30,606	32,136	32,779
	31,647	32,482	34,106	34,788
	34,669	35,504	37,279	38,025
LEVEL 6	36,688	37,523	39,399	40,187
	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
LEVEL 7	42,204	43,039	45,191	46,095
	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
LEVEL 8	46,188	47,023	49,374	50,362
	48,323	49,158	51,616	52,648
LEVEL 9	50,073	50,908	53,453	54,522
	52,721	53,556	56,234	57,358
LEVEL 10	54,563	55,398	58,168	59,331
	56,580	57,415	60,286	61,491
LEVEL 11	59,824	60,659	63,692	64,966
	62,415	63,250	66,413	67,741
LEVEL 12	65,050	65,885	69,179	70,563
	68,663	69,498	72,973	74,432
CLASS 1	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 2	78,098	78,933	82,880	84,537
CLASS 3	82,308	83,143	87,300	89,046
CLASS 4	86,516	87,351	91,719	93,553
	90,726	91,561	96,139	98,062

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

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

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

- (c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this subclause and shall maintain a manual setting out such qualifications.
- (d) The employer in allocating levels pursuant to paragraph (b) of this subclause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below:

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 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 or five academic year course at a University or Institution recognised by the employer, has had four 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 year’s experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration, that being the _____ day of _____ 1996.

Michael Hartland

(Signed by M. Hartland) 29/3/96

(Signature) (Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

(Signed by D. Hill) 29/3/96

(Signature) (Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Eric Dillon

(Signed by E. Dillon) 29/3/96

(Signature) (Date)

A/Co-ordinator, Industrial Relations, HDWA, for and on behalf of the Board of Management or the Hon. Minister for Health as the Board of Management of Bridgetown District Hospital.

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Bridgetown District Hospital as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas:

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity:

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness. Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers:

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to:

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

HOSPITAL SALARIED OFFICERS BROOKTON DISTRICT HOSPITAL ENTERPRISE BARGAINING AGREEMENT 1996.**No. PSA AG 20 of 1996.**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Board of Management of

Brookton District Hospital

and

Hospital Salaried Officers Association of Western Australia
(Union of Workers).

No. PSA AG 20 of 1996.

PUBLIC SERVICE ARBITRATOR C.B. PARKS.

22 May 1996.

*Order.*REGISTRATION OF AN INDUSTRIAL AGREEMENTNo. PSA AG 20 OF 1996

HAVING heard Mr E. Dillon on behalf of the first named party and Mr C. Panizza on behalf of the second named party and by consent, the Public Service Arbitrator, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the document titled the Hospital Salaried Officers Brookton District Hospital Enterprise Bargaining Agreement 1996, filed in the Commission on 29 March 1996 and as subsequently amended by the parties, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C. B. PARKS,
Public Service Arbitrator.

[L.S]

Schedule.

1.—TITLE

This Agreement shall be titled the Hospital Salaried Officers Brookton District Hospital Enterprise Bargaining Agreement 1996.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Purpose of Agreement
 4. Application and Parties Bound
 5. Term of Agreement
 6. No Extra Claims
 7. Objectives, Principles and Commitments
 8. Framework and Principles for further Productivity Bargaining
 9. Awards, Agreements and Workplace Agreements
 10. Rates of Pay and their Adjustment
 11. Resources for Productivity Negotiations
 12. Dispute Avoidance and Settlement Procedures
 13. Hours
 14. Part-Time Employees
 15. Medical Imaging Technologists
 16. Public Holidays
 17. Long Service Leave
 18. Sick Leave
 19. Family, Bereavement and Personal Leave
 20. Allowances
 21. Overpayments
 22. Salaries
 23. Ratification
- Attachment 1—Model for Identifying Productivity Increases

3.—PURPOSE OF AGREEMENT

(1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Brookton District Hospital along with allowing the benefits from those improvements to be shared by employees, Brookton District Hospital and the Government on behalf of the Community.

(2) This Agreement places priority on the parties at Brookton District Hospital taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Brookton District Hospital.

(3) This Agreement is entered into in accordance with the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4.—APPLICATION AND PARTIES BOUND

This Agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Brookton District Hospital, (hereinafter referred to as Brookton District Hospital) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968, and unless and until otherwise determined by the Full bench in the s.72A matters currently before it.

The estimated number of employees bound by this Agreement at the time of registration is 8 employees.

This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

(2) The parties to this Agreement agree to re-open negotiations at least six months prior to the expiry of this Agreement.

6.—NO EXTRA CLAIMS

(1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.

(2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1996.

7.—OBJECTIVES, PRINCIPLES AND COMMITMENTS

(1) The parties agree that the objectives of this Agreement are to:

- (a) improve the productivity and efficiency of Brookton District Hospital;
- (b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Brookton District Hospital;
- (c) ensure high quality patient services in a safe, healthy and equitable work environment;
- (d) ensure high quality of employment and jobs; and
- (e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.

(2) By:

- (a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Brookton District Hospital and its clients and the Government on behalf of the community;
- (b) ensuring that Brookton District Hospital operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;
- (c) developing and pursuing changes on a co-operative basis; and
- (d) ensuring that Brookton District Hospital operates as effectively, efficiently and competitively as possible.

(3) The Hospital Salaried Officers Association and Brookton District Hospital, Management and Employees bound by this Agreement are committed to:

(a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice:

- (i) is simply the best way of doing things;
- (ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;
- (iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;
- (iv) is outcome rather than simply activity based;
- (v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;
- (vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and

(vii) are to be based on the following principles:

- customer/patient focus
- management commitment
- employee participation
- leadership
- information analysis
- policies and plans
- appropriate standards
- hospital/health service performance
- cost effectiveness
- working smarter

(b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.

(c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.

(d) Actively contribute to the achievement of health service budgets.

(e) Assist with achieving Health department defined waiting list priorities and day surgery targets.

(f) Co-operate with the development and implementation of strategies to achieve length of stay targets.

(g) Participate in a Multidisciplinary approach to patient care.

(h) The principles of public sector administration, in particular to the principles contained in Sections 7., 8. and 9. of the Public Sector Management Act 1994.

In addition, Brookton District Hospital is committed to facilitating and encouraging the participation and commitment of employees.

8.—FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

(1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Brookton District Hospital, a representative from Brookton District Hospital will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

(b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency,

effectiveness, productivity, patient care and flexibility within Brookton District Hospital.

- (c) The agenda should include but not be limited to:
- (i) changes in work organisation, job design and working patterns and arrangements;
 - (ii) examination of terms and conditions of employment to ensure they are suited to Brookton District Hospital's operational requirements;
 - (iii) identification and implementation of best practice across all areas of service delivery;
 - (iv) (i), (ii) and (iii) can be achieved by means including but not limited to;
 - (aa) new training and skills development programs as and where required;
 - (bb) the optimum use of human and capital resources including new technology;
 - (cc) quality assurance and continuous improvement programs;
 - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and
 - (ee) active occupational health and safety risk reduction, training and rehabilitation programs.

(2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied:

(a) Productivity Improvements

Productivity improvements are changes which increase the efficiency and effectiveness of Brookton District Hospital in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions. Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) Sharing Gains from Productivity Improvement

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Brookton District Hospital and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Brookton District Hospital.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Brookton District Hospital takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Brookton District Hospital and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Brookton District Hospital can be returned to the employees.

(c) Identifying Productivity Increases

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Brookton District Hospital as required.

(d) Quantum and Timing of Increases

The aggregate productivity gains negotiated at Brookton District Hospital could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9.—AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) Relationship Between Agreements and Awards

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) Choice between this Agreement and Workplace Agreements

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice:

(i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.

(ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.

(iii) The employee shall be provided with:

(aa) a copy of an agreed summary of this Agreement; and

(bb) a copy of a summary of the Workplace Agreement.

(iv) At the request of an employee, the employee shall be provided with;

(aa) access to a copy of this Agreement and the Workplace Agreement;

(bb) any other relevant documentation, such as information on salary packaging; and

(cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

(c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.

(4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can revisit the Workplace Agreement in light of this Agreement.

(5) All staff transferred or redeployed to Brookton District Hospital from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Brookton District Hospital.

(6) All promotional positions and new staff recruited by Brookton District Hospital from outside the Public Sector may

be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Brookton District Hospital.

(7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Brookton District Hospital shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Brookton District Hospital is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10.—RATES OF PAY AND THEIR ADJUSTMENT

(1) Targeted Outcome

It is agreed that:

- (a) The minimum targeted outcome is an increase in salaries of 10% which includes the initial salary increase flowing from this Agreement and any subsequent increases negotiated by Brookton District Hospital and the HSOA.
- (b) It would be in exceptional circumstances where the targeted outcome would not be achieved.

(2) Wage Adjustments

This Agreement shall provide for salary increases as outlined in Clause 22.—Salaries of this Agreement payable as follows:

- (a) A first increase of 5%, payable from 1 January 1996;
- (b) A second increase of 2% from 1 July 1996; and
- (c) A further 3% targeted minimum increase, provided sufficient productivity improvements are negotiated by Brookton District Hospital and the HSOA and this Agreement is amended to reflect such agreement, payable no earlier than 1st January 1997 unless otherwise agreed at the Health Service Level. This increase is to be negotiated in accordance with the provisions of the Hospital Salaried Officers—Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996 and provided in accordance with Clause 8(2) of this Agreement.

(3) The Minimum Increases

- (a) The increases outlined above are in addition to the 1st and 2nd Arbitrated Safety Net Adjustments. However, if the third Arbitrated Safety Net Adjustment referred to by the Western Australian Industrial Relations Commission in its December 1994 State Wage Case Decision becomes available during the period of this Agreement, it shall be absorbed into this Agreement to the extent to which this Agreement provides a salary increase in excess of the amount provided by the third Arbitrated Safety Net Adjustment.
- (b) Payment of the increases will be made having regard to:
 - (i) the continued commitment of the parties to the objectives of this Agreement and the implementation of the initiatives and reforms included within it;
 - (ii) whether the reforms agreed have been implemented or whether they are in the process of being implemented;
 - (iii) whether the targets included in an agreement as a measure of increased productivity, efficiency or effectiveness, have been met; and
 - (iv) whether the agreed consolidation and registration of the Hospital Salaried Officers Award is completed by 1 July 1996.

11.—RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

(1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Brookton District Hospital.

(2) (a) To assist in meeting these obligations, Brookton District Hospital will assist by providing appropriate resources having regard to the operational requirements of Brookton District Hospital and resource requirements associated with

developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;

(b) It is accepted that employees of Brookton District Hospital who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;

(c) Access to resources shall be negotiated with Brookton District Hospital and shall not unreasonably affect the operation of Brookton District Hospital;

(d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.

(e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.

(f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12.—Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

(g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.

(3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12.—DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

(1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.

(2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Brookton District Hospital in an attempt to resolve the matter.

(3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process:

- (a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;
- (b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Brookton District Hospital representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Brookton District Hospital or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;
- (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;
- (d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Brookton District Hospital (or his/her nominee) of the existence of a dispute or disagreement;
- (e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Brookton District Hospital (or his/her nominee) shall confer on the

matters notified by the parties within five working days and:

- (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;
- (ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

(4) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

13.—HOURS

This clause replaces Clause 13.—Hours of the Hospital Salaried Officers Award No. 39 of 1968.

(1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements:

- (i) Ordinary hours of work of thirty eight per week;
- (ii) Flexitime roster covering a settlement period of four weeks;
- (iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;
- (iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.
- (v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.

(b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.

- (i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement;
- (ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;
- (iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;
- (iv) The arrangement may allow for additional time off in lieu of penalty rates;
- (v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;
- (vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.

(c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.

(d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor

be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for:

- (i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.
- (ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and
- (iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

(b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

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

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

(4) Flexitime Arrangements

(a) Flexitime Roster

- (i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.
- (ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
- (iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.
- (iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

- (i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.
- (ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods:

- 6.00 am to 9.30 am
- 11.00 am to 2.30 pm (Minimum half an hour break)
- 3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

- (i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.
- (ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90

minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

- (i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.
- (ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

- (i) For recording time worked, there shall be a settlement period which shall consist of four weeks.
- (ii) The settlement period shall commence at the beginning of a pay period.
- (iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

- (i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.
- (ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.
- (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

- (i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.
Such debit hours shall be carried forward to the next settlement period.
- (ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.
- (iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

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

(l) Overtime

- (i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.
- (ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
 - (aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or
 - (bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours

36 minutes on that day, whichever is the earlier, or

- (cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.

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

(5) Nine Day Fortnight

(a) Hours of Duty

- (i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.
- (ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

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

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 44 minutes notwithstanding the following:

- (i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
- (ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.
- (iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.
- (iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

14.—PART-TIME EMPLOYEES

To be read in conjunction with Clause 34.—Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.

(2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.

(3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15.—MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16.—PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

(1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and 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.

(2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17.—LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

(1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.

(2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award NO. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.

(3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee—

- (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
- (b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or
- (c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay
- (d) 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.

(4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.

(5) 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.

(6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.

(a) An employee who:

- i) at or before the 1st April 1996 was employed by Brookton District Hospital, and has completed at least 15 years' continuous service within the Western Australian Public Sector; or
- ii) commenced employment with Brookton District Hospital after the 1st April 1996, and has completed at least 15 years' continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years' continuous service with Brookton District Hospital immediately prior to taking this leave.

An employee who resigns from their employment with Brookton District Hospital and who:

- i) at or before the 1st April 1996 was employed by Brookton District Hospital, and has completed at least 15 years' continuous service within the Western Australian Public Sector; or
- ii) commenced employment with Brookton District Hospital after the 1st April 1996, and has completed at least 15 years' continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years' continuous service with Brookton District Hospital immediately prior to his/her resignation.

(8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.

(9) Where an employee has been redeployed at the direction of a Western Australian Public Sector Employer, three years' continuous service for the purposes of subclauses (7) of this clause shall be calculated including the service with such previous employer or employers.

(10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

(11) An employee who 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 of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years' continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years' continuous service, calculated in accordance with the provisions of this Clause, with Brookton District Hospital immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.

(12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

- (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of

ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.

- (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.
- (c) To the widow or widower 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 months' continuous service prior to the date of his/her death.

(13) 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.

(14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.

(15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken—

- (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;
- (b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if—
- (i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and
- (ii) payment pursuant to subclause (11) of this clause has not been made; or
- (c) by any absence approved by the employer as leave whether with or without pay.

(16) 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 with any employer party to the Award, but does not include—

- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;
- (b) 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, including pro-rata long service leave, under this clause.

(17) Portability

- (a) Where an employee was, immediately prior to being employed by Brookton District Hospital, employed in the service of:
- The Commonwealth of Australia, or
 - Any other State Government of Australia, or
 - Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall

be entitled to long service leave determined in the following manner:

- (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and
- (ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.
- (b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Brookton District Hospital.

(18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18.—SICK LEAVE

This provision replaces subclause (7) of Clause 18.—Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be—

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

Provided that where an employee has accrued sick leave on half day's pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19.—FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17.—Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

Family Leave

(a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.

(b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (c), all family leave taken is deducted from the employee's sick leave entitlement.

(c) Family leave is not cumulative from year to year.

(d) Medical certificate requirements are as per those for Sick Leave under the Award.

(e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

(a) An employee shall on the death of:

- (i) the spouse of the employee;
- (ii) the child or step-child of the employee;
- (iii) the parent or step-parent of the employee;
- (iv) the brother, sister, step brother or step sister; or
- (v) 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 bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

(b) The 2 days need not be consecutive.

(c) Bereavement leave is not to be taken during any other period of leave.

(d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:

- (i) the death that is the subject of the leave sought; and
- (ii) the relationship of the employee to the deceased person.

(e) An employee requiring more than two 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.

(3) Special Personal Leave

(a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20.—ALLOWANCES

(1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22.—Salaries of this Agreement.

21.—OVERPAYMENTS

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) the employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

22.—SALARIES

This clause replaces Schedule A—Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Subject to the provision of Clause 9.—Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from 1 January 1996 until the expiry of this Agreement.

(2) Minimum Salaries are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10. of the Framework Agreement.

LEVELS	Award Rate	Award Rate	Award Rate	Award Rate
	Rate	+ 2 ASNA	+ 5%	+ 2 ASNA
		of \$835 p.a.	effective	+ 5% + 2%
			1 Jan 1996	effective
	Salary	Salary	Salary	Salary
	P/Annum	P/Annum	P/Annum	P/Annum
LEVEL 1				
under 17 years of age	10,452	10,881	11,425	11,654
17 years of age	12,206	12,707	13,342	13,609
18 years of age	14,248	14,833	15,574	15,886
19 years of age	16,491	17,168	18,026	18,387
20 years of age	18,520	19,280	20,244	20,649
1st year of full-time equivalent adult service	20,343	21,178	22,237	22,682
2nd year of full-time equivalent adult service	20,997	21,832	22,924	23,382
3rd year of full-time equivalent adult service	21,647	22,482	23,606	24,078
4th year of full-time equivalent adult service	22,295	23,130	24,287	24,772
LEVEL 2	22,946	23,781	24,970	25,469
	23,597	24,432	25,654	26,167
	24,346	25,181	26,440	26,969
	24,864	25,699	26,984	27,524
	25,629	26,464	27,787	28,343
LEVEL 3	26,533	27,368	28,736	29,311
	27,236	28,071	29,475	30,064
	27,975	28,810	30,251	30,856
	29,154	29,989	31,488	32,118
LEVEL 4	29,771	30,606	32,136	32,779
	30,696	31,531	33,108	33,770
	31,647	32,482	34,106	34,788
	32,998	33,833	35,525	36,235
LEVEL 5	33,702	34,537	36,264	36,989
	34,669	35,504	37,279	38,025
	35,664	36,499	38,324	39,090
	36,688	37,523	39,399	40,187
LEVEL 6	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
	42,204	43,039	45,191	46,095
LEVEL 7	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
	46,188	47,023	49,374	50,362
LEVEL 8	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

(a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

(b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

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

(3) Salaries.—Specified Callings and Other Professionals are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10 of the Framework Agreement.

- (a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, 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, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows:

LEVELS	Award Rate	Award Rate + 2 ASNA of \$835 p.a.	Award Rate + 2 ASNA + 5% effective 1 Jan 1996	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 3/5	26,533	27,368	28,736	29,311
	27,975	28,810	30,251	30,856
	29,771	30,606	32,136	32,779
	31,647	32,482	34,106	34,788
	34,669	35,504	37,279	38,025
	36,688	37,523	39,399	40,187
LEVEL 6	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
	42,204	43,039	45,191	46,095
LEVEL 7	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
	46,188	47,023	49,374	50,362
LEVEL 8	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

- (b) Subject to paragraph (d) of this subclause, on appointment or promotion to the Level 3/5 under this subclause:
 - (i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment;
 - (ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment;
 - (iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

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

- (c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this subclause and shall maintain a manual setting out such qualifications.
- (d) The employer in allocating levels pursuant to paragraph (b) of this subclause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) The following conditions shall apply to employees in the callings detailed below:

Engineers—

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 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 or five academic year course at a University or Institution recognised by the employer, has had four 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 year’s experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(5) The rates of pay in this Agreement include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this Agreement include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23.—RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration, that being the _____ day of _____ 1996.

Michael Hartland
(Signed by M. Hartland) 29/3/96
(Signature) (Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill
(Signed by D. Hill) 29/3/96
(Signature) (Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Eric Dillon
(Signed by E. Dillon) 29/3/96
(Signature) (Date)

A/Co-ordinator, Industrial Relations, HDWA, for and on behalf of the Board of Management or the Hon. Minister for Health as the Board of Management of Brookton District Hospital.

ATTACHMENT 1—MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Brookton District Hospital as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas:

- Productivity Improvements which can be made: Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- Barriers to Productivity Improvements: Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity:

- Structural Matters: Management may need to look at the structures within which the work is done and how they can be improved upon.
- Management Style: Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- Best Practice, Benchmarking, Continuous Improvement and New Opportunities: Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness. Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.
- Culture and Environment: Management culture and organisational culture may need to be examined in light of the overall direction of health management and where appropriate programs and training be introduced to address any identified problems.

Quality of Employment—Issues to be Examined by Both Employees and Employers:

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to:

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition

- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

J B J PLASTERERS INDUSTRIAL AGREEMENT No. AG 90 of 1996.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers

and

J B J Plasterers Pty Ltd.

No. AG 90 of 1996.

J B J Plasterers Industrial Agreement.

COMMISSIONER P E SCOTT.

21 June 1996.

Order.

HAVING heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 and by consent, hereby orders—

THAT the Enterprise Bargaining Agreement in the terms of the following schedule be registered on the 12th day of April 1996 with effect from the 21st day of March 1996.

(Sgd.) P.E. SCOTT,

[L.S.]

Commissioner.

Schedule.

1.—TITLE

This Agreement will be known as the J B J Plasterers Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship With Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Industry Standards
 12. Clothing and Footwear
 13. Training Allowance, Training Leave, Recognition of Prior Learning
 14. Seniority
 15. Sick Leave
 16. All-In Payments
 17. Pyramid Sub-Contracting
 18. Drug and Alcohol, Safety and Rehabilitation Program
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers (hereinafter referred to as the "Union") and J B J Plasterers Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Union, its officers and members, and any person eligible to be a member of the Union employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 3 employees covered by this Agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 July 1997.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46.—Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act, 1979 as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Award the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Union and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate resulting in the wage rates in Appendix A- Wage Rates.

11.—INDUSTRY STANDARDS

It is a term of this Agreement that the Company will continue to meet its current level of payment into the Western Australian Construction Industry Redundancy Fund and will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$50 per week per employee.

12.—CLOTHING AND FOOTWEAR

(1) The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year).

(2) The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

13.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

(1) A training allowance of \$11.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

(2) Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than:

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

(3) The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

14.—SENIORITY

(1) The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

(2) When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

(3) It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6.—Dispute Settlement Procedure.

(4) An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

15.—SICK LEAVE

For sick leave accrued after the date of ratification of this Agreement the following will apply:

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

16.—ALL-IN PAYMENTS

(1) All-In methods of payments shall be prohibited.

(2) "All-In Payments" means any system of payment that is hourly, weekly, or daily which is either in lieu of payment for overtime, or in lieu of one or more of the various award conditions such as annual leave, public holiday payments, inclement weather, etc.

Provided that All-In payments do not include casual engagement on terms prescribed by the appropriate Award or Agreement.

(3) If an employer has been paying an employee an all in-rate he/she shall be required to pay to the employee the difference (if any) between the employee's actual earnings and what the employee would have earned had he/she been paid award rates and conditions during his/her period of employment.

In addition to making the appropriate taxation deductions from the employee's wages, the employer shall also be required to make the appropriate contributions to the C+BUSS and Portable Long Service Leave Schemes.

(4) If any party is of the view that this principle has been breached or is aware of a contracting arrangement on a site that is let to circumvent the payments prescribed under the award or this clause, the matter may, if not resolved by the head contractor, be negotiated between the parties or referred to the Western Australian Industrial Relations Commission.

(5) Any industrial action that may arise, shall be confined to the employer in breach of this clause.

17.—PYRAMID SUB-CONTRACTING

(1) "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

(2) Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

(3) Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

(4) A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

(5) Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

Common Seal

(signed)	(signed)
_____	_____
ON BEHALF OF THE UNION	ON BEHALF OF THE COMPANY
	Chris Brook
	(PRINT NAME)

Dated this 21st day of March 1996.

APPENDIX A—WAGE RATES

	1 August 1995	1 February 1996	1 August 1996	1 February 1997
	Hourly Rate \$	Hourly Rate \$	Hourly Rate \$	Hourly Rate \$
Labourer Group 1	13.75	14.21	14.66	15.11
Labourer Group 2	13.27	13.71	14.15	14.59
Labourer Group 3	12.92	13.35	13.77	14.20
Plasterer, Fixer	14.29	14.76	15.23	15.70
Painter, Glazier	13.97	14.43	14.89	15.35
Signwriter	14.26	14.73	15.20	15.68

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAMME

(1) PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

(2) FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

(3) WORKPLACE POLICY

- (a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- (b) The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- (c) There will be no payment of lost time to a person unable to work in a safe manner.
- (d) If this happens 3 times the employee shall be given a written warning and made aware of the availability of treatment/counselling. If the employee refuses

help he/she may be transferred/dismissed the next time he/she is dangerously affected.

- (e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- (f) An employee having problems with alcohol and/or other drugs:
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

(4) IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will:

- (a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- (b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- (c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee member(s) at the two hour BTG Drug and Safety in the Workplace training course.

K-MART WESTERN AUSTRALIA DISTRIBUTION CENTRES AGREEMENT No. AG 100 of 1996.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Shop, Distributive and Allied Employees' Association
of Western Australia
and

K-Mart Australia Limited.
No. AG 100 of 1996.

COMMISSIONER R. H. GIFFORD.

5 June 1996.

Order:

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. AG 100 of 1996.

HAVING heard Mr J. Bullock on behalf of the Applicant and Ms C. Brown on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders—

THAT the K-Mart Western Australia Distribution Centres Agreement, No. AG 100 of 1996, as specified by the following schedule, be registered as an Industrial Agreement.

(Sgd.) R.H. GIFFORD,
Commissioner.

[L.S]

Schedule.

1.—TITLE

This Agreement shall be known as the "K-Mart Western Australia Distribution Centres Agreement, No. AG 100 of 1996".

2.—ARRANGEMENT

1. Title
2. Arrangement

3. Area and Scope
4. Parties Bound
5. Relationship to Parent Award
6. Date and Period of Operation
7. Aims of Agreement
8. Commitments
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3.—AREA AND SCOPE

This Agreement shall apply to K-Mart Australia Limited with respect to its Distribution Centres operating within the state of Western Australia and employees in the callings listed herein.

It is estimated that between 28 and 40 employees will be covered by this Agreement upon registration.

4.—PARTIES BOUND

(1) This Agreement shall be binding on the following parties:

- (a) K-Mart Australia Limited (hereinafter "the Company").
- (b) The Shop, Distributive and Allied Employees' Association of Western Australia (hereinafter "the Union").

(2) The parties to this Agreement shall be bound jointly and separately to oppose any subsequent application by any other body or organisation to be joined to this Agreement.

5.—RELATIONSHIP TO PARENT AWARD

(1) This Agreement shall be read and interpreted in conjunction with the Shop and Warehouse (Wholesale and Retail Establishments) State Award 1977 as varied from time to time (hereinafter "the Award").

(2) Where there is any inconsistency between the terms of this Agreement and the Award this Agreement shall prevail to the extent of the inconsistency.

6.—DATE AND PERIOD OF OPERATION

(1) This Agreement shall subject to the terms of the subclause (1) of Clause 31.—Wages and subclause (2) of Clause 46.—Superannuation, operate from the date of registration and shall remain in force until 31 July 1997.

(2) This Agreement shall continue to have effect beyond 31 July 1997 until such time as a successor Agreement is negotiated or one of the parties withdraws from the Agreement.

(3) The parties will commence discussions to review the terms and content of the Agreement at least three months prior to its expiry date with a view to reaching agreement on the terms of a replacement Agreement.

7.—AIMS OF AGREEMENT

To provide a framework on which the Company and its employees can build an ongoing relationship which:

- (1) Facilitates continuous improvements to its systems of work to the benefit of customers, employees and shareholders.
- (2) Allows employees to gain and utilise a broader range of skills and access to relevant and applicable training programs.
- (3) Achieves improved communication and genuine consultation in the workplace.

8.—COMMITMENTS

During the period of operation of the Agreement:

- (1) There will be no extra claims made by the Union on behalf of employees of the Company engaged at its Western Australian Distribution Centres except in so far as they relate to negotiations for a replacement agreement as prescribed by Clause 6(3) of this Agreement or to the Long Service Leave Review provided by Clause 35 of this Agreement or are consistent with the principles of the Commission.
- (2) The terms and conditions of this Agreement will not be used to base or progress a claim or claims against any other organisation or company.
- (3) The Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings.

9.—DEFINITIONS

(1) "Storeworker" shall mean an employee whose duties include one or more of the following: receiving, picking, selecting, processing, sorting, counting and/or recording, storing, assembling, weighing and/or wrapping/rewrapping, branding, stacking, unpacking or dispatching in and from a Distribution Centre or administrative duties ancillary to the operation of a Distribution Centre.

(2) "Probationary Storeworker" shall mean a new employee developing skills in warehousing duties who will perform routine duties associated with the operation of a warehouse under direct supervision and requiring minimal judgement. No employee will remain as a probationary storeworker for a period of more than two months.

(3) "Storeworker Grade I" shall mean an employee engaged in either a stores or administrative stream with the following skills and responsibilities:

- (a) Stores stream—a Storeworker Grade I in the stores stream will have completed a probationary period or will have proven and demonstrated skills to the level required of this grade.

A Storeworker Grade I will:

- (i) maintain the quality of their own work and required performance standards;
- (ii) work in a team environment under supervision;
- (iii) undertake duties in a safe and responsible manner;
- (iv) exercise limited discretion within their level of skill and training;
- (v) possess basic interpersonal and communication skills.

- (vi) perform one or more of the following tasks or duties or a combination thereof:
- cleaning/maintaining warehouse and surrounds, equipment and stock.
 - clearing damaged stock, wrapping materials and loose stock.
 - assemble, remove and change racking and equipment as required.
 - counting and recording stock (including stocktakes).
 - sorting, assembly, repair and control of pallets etc.
- (b) Administrative stream—A Storeworker Grade I in the administrative stream will have completed a probationary period or will have proven and demonstrated skills to the level required of this grade.
- A Storeworker Grade I will:
- (i) Possess sound communication skills;
 - (ii) perform tasks under limited supervision;
 - (iii) be responsible for the quality of their own work and standard of work performance;
 - (iv) adhere to company safety standards and procedures;
 - (v) perform one or more of the following receptionist tasks or duties:
 - transfer telephone calls, record messages, receive general enquires.
 - type at 40 words per minute with 90% accuracy.
 - Monitor the issue of entry badges.
 - Assist the pallet control officer with the sorting of pallet dockets into numerical order.
- (4) “Storeworker Grade II” shall mean an employee engaged in either a stores or administrative stream with the following skills and responsibilities:
- (a) Stores Stream—A Storeworker Grade II in the stores stream will either have completed a probationary period, maintained the standard required of a Storeworker Grade I or will have proven and demonstrated skills to the level required of this grade. A Storeworker Grade II may be required to operate a tow-motor, ride-on power operated pallet truck or walk beside power operated high lift stacker and be responsible for its basic upkeep.
- A Storeworker Grade II will:
- (i) Be able to work from complex instructions and procedures.
 - (ii) Be able to co-ordinate work in a team environment under limited supervision provided that where such storeworker is in charge of other employees the appropriate in charge rate as required by Clause 31 (1)(f) is paid.
 - (iii) Be responsible for the quality of their own work and maintain required performance standards.
 - (iv) Possess sound interpersonal and communication skills.
 - (v) Be capable of performing basic non trades maintenance using tools and equipment within the distribution centre.
 - (vi) Be capable of performing all of the functions of a Storeworker Grade I as required.
 - (vii) Be capable of performing work involving electronic equipment including problem solving and may be required to input data (key entry or swipe) including the use of menu driven VDU screens.
 - (viii) Be capable of performing basic administrative tasks associated with the performance of their duties.
- (ix) Operate the equipment listed in this subclause safely and adhere to the required safety standards and procedures.
- (x) Be capable of assisting in the training of Probationary Storeworkers and Storeworkers Grade I as appropriate.
- (b) Administrative stream—A Storeworker Grade II in the administrative stream will have completed a probationary period and have successfully completed the required training or will have proven and demonstrated skills to the level required of this grade.
- A Storeworker Grade II will:
- (i) Be able to work in a team environment.
 - (ii) Possess sound communication skills.
 - (iii) Be able to perform tasks under limited supervision.
 - (iv) Be capable of accurately inputting data to a computer.
 - (v) Be capable of training probationary Storeworkers in the administrative stream.
 - (vi) Be responsible for the quality of their own work and standard of work performance.
 - (vii) Adhere to company safety standards and procedures.
 - (viii) Perform one or more of the following receiving and dispatch tasks or duties:
 - Time slotting (bookings)
 - Data input (invoices)
 - Basic computer skills
 - Sorting of paperwork
 - Goods received summary report (report checking)
 - Calculator use
 - General filing
 - Telephone messages and enquiries
 - Blue claims
 - Woxing
 - Pallet control
 - Vehicle dispatch dockets
 - Maintaining a seal register
 - General administrative duties
- (5) “Storeworker Grade III” shall mean an employee engaged in either a stores or administrative stream with the following skills and responsibilities:
- (a) Stores Stream—A Storeworker Grade III in the stores stream will have maintained the standard required of a Storeworker Grade II or will have proven and demonstrated skills to the level required of this grade. A Storeworker Grade III may be required to operate a ride-on-power operated forklift, high lift stacker or high lift stock picker or a power overhead traversing hoist and be responsible for its basic upkeep.
- A Storeworker Grade III will:
- (i) Be able to work from complex instructions and procedures.
 - (ii) Be able to co-ordinate work in a team environment under limited supervision provided that where such a storeworker is in charge of other employees the appropriate in charge rate as required by Clause 31 (1) (f) is paid.
 - (iii) Be responsible for the quality of their own work and maintain required performance standards.
 - (iv) Possess sound interpersonal and communication skills.
 - (v) Be capable of performing basic non-trades maintenance using tools and equipment within the distribution centre.
 - (vi) Be capable of performing all of the functions of Storeworkers Grades I and II as required.

- (vii) Be capable of performing work involving electronic equipment including problem solving.
 - (viii) Be capable of performing basic administrative tasks associated with the performance of their duties.
 - (ix) Operate the equipment listed in this subclause safely and adhere to the required safety standards and procedures.
 - (x) Be capable of assisting in the training of Probationary Storeworkers and Storeworkers Grades I and II.
 - (xi) Be capable of being involved in stock management and movement including stock put away, replenishment, rotation, bulk order picks etc.
- (b) Administrative stream—A Storeworker Grade III in the administrative stream will have successfully completed the required training to be able to perform tasks to the level required of this grade.
- A Storeworker Grade III will:
- (i) Be able to work in a team environment.
 - (ii) Possess sound communication skills.
 - (iii) Be able to perform tasks under minimal supervision.
 - (iv) Be able to work from verbal or written instructions.
 - (v) Be able to competently input data to a computer or to personal details records.
 - (vi) Be able to competently calculate work records either manually or by use of a computer.
 - (vii) Be capable of training Probationary Storeworkers.
 - (viii) Be responsible for the quality of their own work and standard of work performance.
 - (ix) Adhere to company safety standards and procedures.
 - (x) Perform one or more of the following wage office tasks or duties:
 - Basic computer skills
 - Wages—All areas reconciled weekly
 - Update personal details records
 - General enquires—wages, RDO's overtime
 - Petty Cash
 - Calculator
 - Mail
 - Restaurant—cash accounts, banking, DIS, reconciliation
 - Superannuation

(6) "Storeworker Grade IV" shall mean an employee engaged in either a stores or administrative stream with the following skills and responsibilities:

- (a) Stores Stream—A storeworker Grade IV in the stores stream will have maintained the standards required of a Storeworker Grade II or III and perform tasks of an advanced Storeworker.
- A Storeworker Grade IV will:
- (i) Have a highly developed level of interpersonal and communication skills.
 - (ii) Be responsible for the quality of their own work and maintain required performance standards.
 - (iii) Exercise discretion within the scope of the grade.
 - (iv) Be able to perform work involving electronic equipment including problem solving.
 - (v) Be able to operate equipment safely and adhere to the required safety standards and procedures.
 - (vi) Be able to perform the duties of Storeworkers Grades I, II and III.

- (vii) Perform one or more of the following duties:
- Implement quality control techniques and procedures.
 - Liaise with management, suppliers and customers with respect to store operations.
 - Provide direction to and coordinate the activities of other storeworkers to meet the required standards for the handling of stock provided that where such a Storeworker is in charge of other employees the appropriate in charge rate as required by Clause 31 (1) (f) is paid.
 - Maintain stock control registers including inventory control together with the preparation and reconciliation of the required supporting documentation.
 - Supervise the use and maintenance of equipment.
 - Supervise all functions involving the receipt and dispatch of stock including transport scheduling.
 - Be involved in the demonstration and instruction of warehouse procedures to employees undergoing training and conduct assessments as required.

- (b) Administrative stream—A Storeworker Grade IV in the administrative stream will have successfully completed the required training to be able to perform tasks to the level required of this grade.

A Storeworker Grade IV will:

- Be competent in performing the duties of Storeworkers Grades I and II and will have a clear understanding of the tasks performed by a Storeworker Grade III.
- Be able to work in a team environment.
- Possess sound communication skills.
- Be able to perform tasks under minimal supervision
- Be competent with word processing/computer processing.
- Be able to work from written or verbal instructions.
- Be competent in manual calculations, for example wages or budget figures.
- Be able to train Probationary Storeworkers.
- Responsible for the quality of their own work and standard of work performance.
- Adhere to company safety standards and procedures.

(7) "Adult": For the purpose of this Agreement, the word "adult" shall mean an employee 21 years of age and over or an employee who is in receipt of the prescribed adult rate of pay.

(8) "Weekly Hand" shall mean an employee engaged by the week and whose employment shall be terminable by not less than one week's notice on either side. Such week's notice cannot be continued from week to week.

Provided that a weekly hand employed for a period of four consecutive weeks or less shall be classed as a "casual employee" and be paid not less than the minimum rates of wages herein prescribed for a casual employee. This proviso shall not apply to an employee employed as a weekly hand and who is dismissed for incompetence or any other cause referred to in Clause 25.—Engagement of this Agreement or to an employee who severs his/her contract of service.

10.—CASUAL EMPLOYEES

(1) "Casual Employee" shall mean an employee engaged by the hour and who may be dismissed or leave the company's service at any moment without notice and except as hereinafter provided shall not be engaged for more than 34 hours per week in ordinary hours.

Notwithstanding the aforementioned limit of weekly ordinary hours in periods 2 to 6 inclusive, predominantly the months September to January inclusive, the maximum weekly ordinary hours engagement for a casual employee shall be 38 hours.

Any casual employee engaged and not permitted to commence work shall receive two hours' pay at the rate of 20 per centum in addition to the appropriate rate of wages prescribed in this Agreement.

(2) The maximum daily ordinary hours engagement for a casual employee shall be eight hours. Work in excess of eight hours shall be overtime and be paid at time and a half and double time of the casual rate consistent with Clause 18.—Overtime of this Agreement.

(3) Before overtime work may be offered to casual employees, the company shall have offered the opportunity of overtime work to all permanent employees available for work.

(4) The minimum daily engagement for casual employees shall be four hours, provided that casuals engaged to work on Saturday for special purposes such as stocktake, may be engaged for a minimum of three hours.

(5) Ordinary hours on any day or shift shall be worked in one continuous period at the rate of 22.5 per centum in addition to the rates prescribed in Clause 31. -Wages of this Agreement.

11.—PART TIME EMPLOYEES

(1) Except as hereinafter provided, a part time employee shall mean an employee who may be engaged on any day Monday to Friday inclusive for a maximum of 60 hours per fortnight with not more than 10 daily work commencements in any fortnightly period. Provided that a part time employee shall not be engaged for less than three consecutive hours nor more than eight consecutive hours exclusive of meal times on any day.

(2) The proportion of part time employees who may be employed shall not exceed—

- (a) Where no full time employee is employed, one part time employee.
- (b) Where up to two full time employees are employed, one part time employee.
- (c) Where three or more but less than five full time employees are employed, two part time employees.
- (d) Where five or more but less than seven full time employees are employed, three part time employees.
- (e) Where seven or more but less than nine full time employees are employed, four part time employees.
- (f) Where nine or more but less than 11 full time employees are employed, five part time employees.
- (g) Where 12 or more full time employees are employed, one part time employee may be employed for each two full time employees.

(3) A part-time employee shall receive payment for wages, annual leave, holidays, sick leave and long service leave on a pro rata basis in the same proportion as the number of hours regularly worked each week bears to 38 hours.

(4) When a day, being a day when an employee would have been rostered to work, is a holiday under the provisions of Clause 18. -Holidays of this Agreement, then that day shall be a holiday without deduction of pay to such employee.

12.—HOURS

(1) The ordinary hours of work shall be 38 per week to be worked as 9 days of 8 hours and twenty six minutes per 10 day working cycle.

Fifty minutes per working day shall accumulate towards a credit to be taken as a rostered day off each cycle.

The working of ordinary hours shall be as follows:

The starting time shall not be earlier than 6.00 am and the finishing time not later than 6.00 pm Monday to Friday inclusive and 7.00 am and 12 noon on Saturday.

(2) Where a holiday prescribed in Clause 18.—Holidays of this Agreement falls on any day upon which an employee is required to work ordinary hours, the ordinary hours in that

week shall be reduced by the number of hours ordinarily worked by that employee on the day on which the holiday occurs.

(3) In the week commencing on Monday immediately preceding Easter Day the week's work in ordinary hours shall be worked Monday to Thursday inclusive.

13.—ROSTERED DAY OFF

(1) Rostered days off (R.D.O.'s) will be taken every second Friday.

(2) By agreement employees may request an alternate day within the current cycle for personal reasons.

(3) If a public holiday falls on a R.D.O. an employee shall be compensated in one of the following methods by agreement between the company and employee.

- (a) another day shall be allowed with pay within fourteen days.
- (b) payment of an additional days wages, or
- (c) an additional day shall be added to the annual leave entitlement.

(4) An employee shall not be required to work on a day when such a day is the rostered day off for that employee unless such employee elects to work on such day and, where an employee so elects, all time worked shall be paid for at double time, with a minimum payment of four hours at double time.

(5) In the event of termination of employment, in circumstances where a R.D.O. has been taken in advance of full accumulation or where credit exists towards a R.D.O. the necessary adjustment of pay entitlements shall be made at ordinary time rates.

(6) Schedules of rostered days off will be published and displayed in a place accessible to staff. Such schedules will be displayed six months in advance.

(7) Each employee shall be entitled to receive twenty four R.D.O.'s per twelve month period. For the purpose of calculating R.D.O.'s, a cycle shall be two weeks and 24 R.D.O.'s will be arranged within a forty eight week period.

(8) The Company with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with subclause (1) of this clause for another day in the case of a breakdown in machinery or a failure or shortage of electric power or some other emergency situation.

14.—PAYMENT OF WAGES

(1) Each employee shall be paid the appropriate rate shown in Clause 31.—Wages of this Agreement along with such other loadings, allowances and penalties as may be stipulated elsewhere in this Agreement. Such wages, loadings, allowances and penalties shall be paid to employees weekly by means of Electronic Funds Transfer.

(2) The 38 hour week is to be implemented so that in the first week of the cycle each employee works 8.44 ordinary hours each day Monday to Friday inclusive and in the second week of the cycle each employee works 8.44 ordinary hours on four days only.

(3) From the date of implementation of the 38 hour week by the company wages shall be paid weekly according to a weekly average of ordinary hours worked even though more or less than 38 hours may be worked in any particular week of the cycle.

In effect, under the averaging system, the employee accrues a "credit" each day he works actual ordinary hours in excess of the daily average which would otherwise be seven hours 36 minutes. This "credit" is carried forward so that in the week of the cycle that he works on only four days, his/her actual pay would be for an average of 38 ordinary hours even though, that week, he works a total of thirty three hours and forty four minutes of ordinary hours.

Consequently, for each day an employee works 8.44 ordinary hours he accrues a "credit" of 50 minutes (0.84 hours). The maximum "credit" the employee may accrue under this system of 0.84 hours on 9 days; that is, a total of seven hours 36 minutes.

(4) An employee will not accrue a "credit" for each day he is absent for duty other than on annual leave, long service,

holidays prescribed under this Agreement, paid sick leave, worker's compensation, bereavement leave, trade union training leave or such other leave as agreed between the company and union.

(5) An employee absent from duty (other than on annual leave, long service leave, holidays prescribed under the Agreement, paid sick leave, worker's compensation, bereavement leave, trade union training leave or other such leave as agreed between the company and union) shall, for each day he is so absent, lose average pay for that day calculated by dividing his/her average weekly wage rate by five.

(6) The ordinary rate per hour shall be calculated by dividing the ordinary weekly rate by 38.

15.—ROSTERS

(1) The Company shall post or cause to be posted and keep posted up in a conspicuous position in each Distribution Centre so as to be easily accessible to and be easily read by every employee employed therein, a roster written in the English language showing—

- (a) The name and sex of each employee bound by this Agreement.
- (b) The times on which each employee is required to commence and finish work on each day in each week and the time of the meal period.
- (c) The particulars contained in such roster shall be in respect of the full week Monday to Saturday inclusive, during which it is posted up, and may be altered or varied only on account of the sickness or absence of an employee or by the inclusion of particulars in respect of casual employees.

16.—MEAL TIMES

(1) (a) (i) Not less than 30 minutes nor more than one hour shall be allowed and taken for a meal. The lunch period shall be taken between 11 a.m. and 2.15 pm; the tea interval shall start within 15 minutes after the usual finishing time.

(ii) No employee shall be required to work for more than five hours without a break for a meal.

(b) Provided that times other than those prescribed in this subclause may, in any particular case, be fixed by agreement between the company and the union.

(c) An employee shall be allowed a 15 minute break in the first half and a 10 minute break in the second half each day of his/her work period Monday to Friday inclusive. Such break shall be taken to suit the company's business provided that no employee shall be required to work for more than 4½ hours without having had such break. Provided further that such break shall not take place within a period of one hour after commencing work for the day or within a period of one hour after the completion of the employee's lunch period.

(2) The meal times referred to in this clause shall be taken in one continuous period.

(3) (a) The provisions of paragraphs (a) and (b) of subclause (1) of this clause shall not apply to a part time employee who on any day from Monday to Friday inclusive—

- (i) ceases work at or prior to 1.00 p.m. or
- (ii) commences work on or after 1.00 p.m. or
- (iii) who does not work more than five hours.

(b) A part time employee employed for 4½ consecutive hours on any day shall be released for breaks as provided by paragraph (c) of subclause (1) of this clause and shall be entitled to not less than one break of 10 minutes during that day.

17.—MEAL MONEY

(1) When an employee is required to continue working after the usual finishing time for more than two hours, he/she shall be paid \$7.40 for the purchase of any meal required.

(2) Meal money shall be paid as a gross amount included with the wages payable for the week during which the overtime is worked.

18.—OVERTIME

(1) (a) Subject to the provisions of Clause 10.—Casual Employees, Clause 11.—Part Time Employees, Clause 12.—Hours, and Clause 36.—Shift Work all time worked outside of ordinary hours shall be deemed to be overtime, payable in accordance with this clause.

(b) Where more than 38 hours are worked in any week during a period of two consecutive weeks the provisions of this clause shall not apply unless:

- (i) more than 76 ordinary hours are worked in that two week period; or
- (ii) more than 38 ordinary hours are worked in that two week period if one week of a period of annual leave occurs in that two week period.

(2) Any employee on duty when, in accordance with the roster such employee should be off duty (except as provided by paragraph (c) of subclause (1) of Clause 15. -Rosters, of this Agreement) shall be paid at overtime rates.

(3) All time worked before the usual starting time or after the usual finishing time shall be paid for at overtime rates.

(4) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and a half for the first two hours and double time thereafter. In the calculation of overtime each day shall stand alone.

(5) All overtime worked on Easter Eve by employees shall be paid for at the rate of double time.

(6) Work performed on a Sunday shall be paid for at the rate of double time.

(7) Work performed on a holiday prescribed in subclause (1) of Clause 19.—Holidays of this Agreement shall be paid for at the rate of double time and a half.

(8) Work performed on any day which is an employee's rostered day off shall be paid for at the rate of double time.

(9) Work performed on Saturday after 12 noon shall be paid for at the rate of double time.

(10) An employee required to work overtime on any day after leaving the company's premises and who returns home on completion of that overtime, shall be paid:

- (a) For a minimum of two hours at overtime rates if notified of the requirement to work overtime before leaving the company's premises.
- (b) For a minimum of three hours at overtime rates if recalled.

(11) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he has not had at least eight consecutive hours off duty between those times shall, subject to this paragraph, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the company such an employee resumes or continues work without having had such eight consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(12) When overtime is worked, the proportion of juniors employed on overtime shall not exceed the proportion provided by Clause 24.—Proportion of Juniors of this Agreement.

(13) Notwithstanding anything contained in this Agreement—

- (a) The company may require any employee other than part time employees, to work reasonable overtime per week at overtime rates and such employee shall work overtime in accordance with such requirements.
- (b) Neither the Union nor employees covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

19.—HOLIDAYS

(1) (a) The following days or the days observed in lieu shall, subject to this subclause and to Clause 18.—Overtime 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 and 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) When any of the days mentioned in paragraph (a) of this subclause falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

(2) Where—

(a) a day is proclaimed as a public holiday or public half-holiday under section 7 of the Public and Bank Holidays Act 1972; and

(b) that proclamation does not apply throughout the State or to the metropolitan area of the State, that day shall be a whole holiday or, as the case may be, a half-holiday for the purposes of this Agreement within the district or locality specified in the proclamation.

(3) An employee absent without leave on the day before or the day after any of the holidays referred to in subclause (1) of this clause shall be liable to forfeit wages for the holiday as well as for the day of absence except where the company is satisfied that the employee's absence was caused through illness in which case wages shall not be forfeited for the holiday. Provided that an employee absent on one day only, either before or after a group of holidays, shall forfeit wages only for one holiday as well as for the period of absence.

(4) Where the services of an employee are terminated by the company on the day preceding a holiday or holidays, refer to subclause (3) of Clause 25.—Engagement of this Agreement.

20.—ANNUAL LEAVE

(1) Except as hereinafter provided a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to an employee by the company after a period of 12 months' continuous service with the company.

(2) (a) During a period of annual leave an employee shall be paid a loading of 17½ per cent or his/her normal shift loading whichever is the greater calculated on his/her ordinary wage as prescribed.

(b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.

(3) If any prescribed holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(4) (a) If after one month's continuous service in any qualifying twelve monthly period an employee leaves his/her employment or his/her employment is terminated by the company through no fault of the employee, the employee shall be paid 2.923 hours pay at his/her ordinary rate of pay in respect of each completed week of continuous service.

(b) In addition to any payment to which he may be entitled under paragraph (a) of this subclause, an employee whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this Agreement in respect of that qualifying period, shall be given payment as prescribed in subclauses (1) and (2)(a) of this subclause in lieu of that leave or, in a case to which subclause (7) or (11) of this clause applies, in lieu of so much of that leave as has not been allowed unless—

(i) he has been justifiably dismissed for misconduct; and

(ii) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.

(5) Any time in respect of which an employee is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave or other approved leave as prescribed by this Agreement shall not count for the purpose of determining his/her right to annual leave.

(6) In the event of an employee being employed by the Company for portion only of a year, he shall only be entitled, subject to subclause (4) of this clause to such leave on full pay as is proportionate to his/her length of service during that period with the company, and if such leave is not equal to the leave given to the other employees he shall not be entitled to work or pay whilst the other employees of the company are on leave on full pay.

(7) In special circumstances and by mutual consent of the company, the employee and the union concerned, annual leave may be taken in not more than two periods.

(8) When an employee is entitled to annual leave under this clause, he shall receive at least two weeks' notice from the company of the date when it will be convenient to the company that such employee shall take his/her leave.

(9) Every employee shall be given and shall take annual leave within four months after the date the leave falls due.

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

(11) Notwithstanding anything else herein contained if the Company observes a Christmas close down for the purpose of granting annual leave then it may require an employee to take his/her annual leave in not more than two periods but neither of such periods shall be less than one week.

21.—CHANGE ROOMS

Where the Company usually has more than six employees engaged at the same time under the terms of this Agreement, it shall provide the employees with a suitable room for keeping their hats and clothing and to use as a room for taking their meals. Such room shall be situated within a reasonable distance of the place of business and shall be kept in a proper state of cleanliness and shall be equipped with coat-hangers, tables and chairs.

22.—NO REDUCTION

Nothing herein contained shall entitle the company to reduce the wage of any employee who at the date of this Agreement was being paid a higher rate of wage than the minimum prescribed for his or her class of work.

23.—HIGHER DUTIES

An employee who is required to do work, which is entitled to a higher rate under this Agreement, other than that which he or she usually performs shall be entitled to payment at the higher rate while so employed. Provided that where no record is kept in the time and wages record of the actual times upon which the employee is engaged on such higher grade work, the employee shall be paid for the whole day at the rate prescribed for the highest function performed.

24.—PROPORTION OF JUNIORS

The number of juniors, shall not exceed the proportion of one to one for the first five adults and thereafter one junior to every two adults or fraction thereof.

25.—ENGAGEMENT

(1) Except in the case of casual employees one week's notice on either side shall be necessary to terminate the engagement or in the event of such notice not being given by the payment of one week's pay by the company to the employee or the forfeiture of one week's pay by the employee to the company. Provided that the company at any time may dismiss an employee for refusal or neglect to obey orders or for misconduct or if after receiving one week's notice such employee does not carry out his or her duties in the same manner as he or she did prior to such notice.

(2) Notwithstanding the provisions of subclause (1) of this clause an employee's engagement may be terminated by either party at any moment during the first two months of his/her employment. Provided that an employee whose employment is terminated by the company after one month but less than two months' employment for reasons other than misconduct shall be paid up to his/her ordinary ceasing time on the day on which notice of termination is given.

(3) (a) An employee whose employment is terminated by the company on the business day preceding a holiday or holidays, otherwise than for misconduct, shall be paid for such holiday or holidays.

(b) In the event of Christmas Eve falling on a Saturday or a Sunday any employee whose employment is terminated by the company on the preceding Friday, otherwise than for misconduct, shall be paid for Christmas Day and Boxing Day.

26.—TIME AND WAGES RECORD

(1) The Company shall maintain a record containing the following information relating to each employee—

- (a) the name and address given by the employee,
- (b) the age of the employee if paid as a junior employee,
- (c) the classification of the employee and whether the employee is full-time, part-time or casual,
- (d) the commencing and finishing times of each period of work each day,
- (e) the number of ordinary hours and the number of overtime hours worked each day and the totals for each pay period,
- (f) the wages and any allowances paid to the employee each pay period and any deductions made therefrom.

(2) (a) At the time of payment of wages the employee may be given a pay slip showing that part of the record specified in paragraphs (e) and (f) of subclause (1) of this clause with respect to the pay period for which payment is being made.

(b) If a pay slip is not given to the employee as prescribed in paragraph (a) hereof the company shall permit the employee to inspect the record either at the time of payment or at such other time as may be convenient to the company. The company shall not unreasonably withhold the record from inspection by the employee.

(3) (a) The record may be maintained in one or more parts depending on the system of recording used by the company whether manual or mechanical provided that if the record is maintained in more than one part, those parts shall be kept in such a manner as will enable the inspection referred to in subclause (2) and (4) of this clause to be conducted at the one establishment.

(b) The record shall be kept in date order so that the inspections referred to in subclauses (2) and (4) of this clause may be made with respect to any period in the 12 months preceding the date of inspection.

(c) The company may, if it is part of normal business practice, periodically send the record or any part of record to another person, provided that the provision of this paragraph shall not relieve the company of the obligations with respect to provisions contained elsewhere in this clause with the exception of those contained in paragraph (b) of this subclause.

(d) Subject to this clause the record shall be available for inspection by a duly authorised official of the union during the normal hours of business of the company, but excepting any time when the company or his/her employees who are required to maintain the record may be absent.

(e) The union official shall be permitted reasonable time to inspect the record and, if he requires, take an extract or copy of any of the information contained therein.

(4) (a) If, for any reason, the record is not available for inspection by the union official when the request is made, the union official and the company or his/her agent may fix a mutually convenient time for the inspection to take place.

(b) If a mutually convenient time cannot be fixed, the union official may advise the company in writing that he requires to inspect the record in accordance with the provisions of this Agreement and shall specify the period contained in the record which he requires to inspect.

(c) Within ten days of the receipt of such advice the company shall send a copy of that part of the record specified to the office of the union.

(d) In the event of a demand made by the union which the company considers unreasonable the company may apply to the Western Australian Industrial Relations Commission for direction. An application to the Western Australian Industrial Relations Commission made by the company for direction will, subject to that direction, stay the requirements contained elsewhere in this subclause.

(e) The Roster referred to in Clause 15.—Rosters of this Agreement shall be available for inspection by a duly authorised representative of the union during normal working hours.

27.—UNDER-RATE EMPLOYEES

Any employee who by reason of old age or infirmity is unable to earn the minimum wage, may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the company.

28.—COUNTRY WORK AND TRAVELLING TIME

(1) When an employee is engaged on outside work, the company shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second class, except when travelling by coastal boat, when a saloon fare shall be paid.

(2) When an employee is engaged at such a distance that he cannot return home at night, suitable board and lodging shall be found, at the company's expense.

(3) Travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve hours in any twenty-four hour period, from the time of starting on the journey. Provided that, when travelling is by boat, not more than eight hours shall be paid for in such period.

29.—JUNIOR EMPLOYEE'S CERTIFICATE

(1) Junior employees shall, if required furnish the company with a certificate showing the following particulars—

- (a) Name in full.
- (b) Age and date of birth.

(2) The certificate shall be signed by the employee.

(3) No employee shall have any claim upon the company for additional wages in the event of his/her age being wrongly stated on the certificate. If any employee misstates his or her age in the certificate he or she alone shall be deemed guilty of a breach of this Agreement, and in the event of an employee having received a higher rate than that to which he or she was entitled, he or she shall make restitution to the company.

30.—SICK LEAVE

(1) (a) An employee who is unable to attend or remain at his/her place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.

The method of calculation of payment for such sick leave shall be as follows:

$$\frac{\text{duration of absence}}{\text{ordinary hours normally worked that day}} \times \frac{\text{ordinary weekly rate}}{5}$$

(b) Entitlement to payment shall accrue at the rate of one sixth of a week for each completed month of service with the company.

(c) If in the first or successive years of service with the company an employee is absent on the ground of personal ill health or injury for a period longer than his/her entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.

(2) The unused portion of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.

(3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the company of his/her inability to attend for work, the nature of his/her illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the company within 24 hours of the commencement of the absence.

(4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the company may

reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the company requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.

(5) (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when he is absent on annual leave and an employee may apply for and the company shall grant paid sick leave in place of paid annual leave.

(b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his/her place of residence or a hospital as a result of his/her personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the company in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his/her annual leave.

(c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.

(d) Where paid sick leave has been granted by the company in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the company and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 20.—Annual Leave of this Agreement.

(e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 20.—Annual Leave of this Agreement, shall be deemed to have been paid with respect to the replaced annual leave.

(6) Where a business has been transmitted from one company to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in Volume 61 of the Western Australian Industrial Gazette at pages 22 to 27, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmitter shall stand to the credit of the employee at the commencement of service with the transferee and may be claimed in accordance with the provisions of this clause.

(7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation Act, nor to employees whose injury or illness is the result of the employee's own misconduct.

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

31.—WAGES

(1) The minimum rates of wages payable to adult employees shall be as follows—

ADULTS	RATE PER WEEK		
	From the first pay period on or after 1st August 1995 \$	From the first pay period on or after 1st March 1996 \$	From the first pay period on or after 1st August 1996 \$
(a) Probationary Stoneworker	475.89	485.40	504.82
(b) Storeworker Grade I			
(i) During first 3 months' service	475.89	485.40	504.82
(ii) After 3 months' service	480.50	490.11	509.71
(iii) After 12 months' service	485.34	495.05	514.85
(c) Storeworker Grade II			
(i) During first 3 months' service	482.34	491.99	511.67
(ii) After 3 months' service	487.07	496.81	516.68
(iii) After 12 months' service	491.67	501.50	521.56
(d) Storeworker Grade III			
(i) During first 3 months' service	488.70	498.48	518.42
(ii) After 3 months' service	493.29	503.16	523.28
(iii) After 12 months' service	498.14	508.10	528.42

ADULTS	RATE PER WEEK		
	From the first pay period on or after 1st August 1995 \$	From the first pay period on or after 1st March 1996 \$	From the first pay period on or after 1st August 1996 \$
(e) Storeworker Grade IV			
(i) During first 3 months' service	504.11	514.20	534.77
(ii) After 3 months' service	508.84	519.02	539.78
(iii) After 12 months' service	513.56	523.83	544.78
(f) A Storeworker			
(i) If placed in charge of a store or warehouse with no other employees or if placed in charge of less than three other employees	14.95	15.24	15.85
(ii) If placed in charge of three or more other employees but less than ten other employees	27.14	27.68	28.79
(iii) If placed in charge of ten or more other employees	48.97	49.95	51.95

(2) (a) In addition to the rates of wage specified in subclause (1) hereof, a further increase shall, if justified under the provisions of this subclause, be paid from the first pay period commencing on or after 1st November 1996.

(b) The quantum of any increase payable pursuant to paragraph (a) of this subclause shall be determined by subtracting 8% from the percentage measured improvement between 1st August 1995 and 31st July 1996 and then halving any remainder.

(c) A Joint Working Group shall be established to prepare a list of items to be used to measure improvement for the purpose of paragraph (b) of this subclause. The recommendations of this Group shall be forwarded to the parties by 1st March 1996 together with proposals as to how the listed items may be measured.

(d) The Joint Working Group shall review the measurements applied to the period 1st August 1995 to 31st July 1996 and make recommendations as to their continuing relevance to the measurement of improvement over the following year.

(3) The minimum rates of pay payable to junior employees covered by this Agreement shall be the following percentage of the adult classification for such work performed.

	%
Under 16 years of age	40
At 16 years of age	50
At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	90

32.—ADDITIONAL RATES FOR SATURDAY WORK

Hours of work performed before 12 noon on Saturday (except in the case of casual employees employed on Saturday morning only in any week) shall be paid the following amounts in addition to ordinary rates—

	\$
In the case of adult employees	2.65
In the case of junior employees	2.12

or for each week of any cycle of two consecutive weeks—

	\$
In the case of adult employees	1.32
In the case of junior employees	1.06

33.—RIGHT OF ENTRY

(1) On notifying the company or his/her representative an accredited representative of the union shall be permitted to interview an employee during non-working times or the meal period on the business premises of the company, but this permission shall not be exercised without the consent of the company more than once in any one week.

(2) In the case of a disagreement existing or anticipated concerning any of the provisions of this Agreement, an accredited representative of the union, on notifying the company or his/her representative, shall be permitted to enter the business premises of the company to view the work, the subject of any such disagreement, but shall not interfere in any way with the carrying out of such work.

34.—MOTOR VEHICLE ALLOWANCE

Where an employee maintains a motor vehicle and is authorised by the company to use the vehicle in the performance of his/her duties the employee shall be paid in accordance with the following schedule—

Area and Details	Engine Displacement (in Cubic Centimetres)		
	Over 2600 cc	1600 cc - 2600 cc	1600 cc & Under
Metropolitan Area	47.2	42.2	36.7
South West Land Division	48.3	43.3	37.7
North of 23.5 degrees South Latitude	53.0	47.7	41.5
Rest of the State	49.9	44.7	38.8

35.—LONG SERVICE LEAVE

(1) The long service leave provisions published in Volume 61 of the Western Australian Industrial Gazette at pages 22 to 27, both inclusive, are hereby incorporated in and shall be deemed to be part of this Agreement.

(2) A Joint Working Group shall be established to review the rate of accrual of Long Service Leave and shall forward its recommendations to the parties by 1st August 1996. The parties may seek to incorporate the outcome of this review into this Agreement.

36.—SHIFT WORK

(1) Hours of Shifts:

- (a) The ordinary hours of work for shift employees shall not exceed 38 per week to be worked as 9 days of 8 hours and 26 minutes per two week cycle (excluding meal breaks) between midnight on Sunday and midnight on Friday.
- (b) Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the company. An employee shall not be required to work for more than 4 ½ hours without a break for a meal of not less than 30 minutes or more than one hour. The meal break shall be regarded as time worked.
- (c) Except at regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.
- (d) The provisions of subclause (1)(c) of Clause 16.—Meal Times of this Agreement apply to shift workers.

(2) Definitions:

“Afternoon Shift” means any shift finishing after 6.00 p.m. and at or before 1.00 a.m.

“Day Shift” means any shift finishing after 2.00 p.m. and at or before 6.00 p.m.

“Night Shift” means any shift commencing after 1.00 a.m. and before 6.00 a.m.

(3) Where any particular process is carried out on shifts other than day shift and less than five consecutive afternoon or five consecutive night shifts are worked on that process the employees employed on such afternoon or night shifts shall be paid at overtime rates.

(4) The consecutive sequence of shifts referred to in subclause (3) of this clause shall not be deemed to be broken by reason of the fact that work on the process is not carried out on a Saturday, Sunday or holiday.

(5) The loading on the ordinary rates of pay for shift work shall be, in the case of afternoon shift: 20% and in the case of night shift: 25%.

(6) In the case of casual employees, the loading prescribed in Clause 10(5) of this Agreement shall be applied to the rate of pay derived from the application of subclause (5) of this Clause.

(7) The company shall post in a place readily accessible to the employees a roster showing the starting and finishing times of the shifts each week.

(8) Overtime on afternoon shift or night shift shall be calculated on the rate payable for shift work.

(9) A junior employee under the age of eighteen years shall not be required to work afternoon shift or night shift without his/her consent.

(10) An employee shall not work continuous afternoon shift or night shift unless he elects to do so.

37.—POSTING OF AGREEMENT

The company shall allow a copy of this Agreement, if supplied by the union, to be posted in a place which is easily accessible to the employees.

38.—STAND DOWN

(1) Notwithstanding the provisions of Clause 25.—Engagement of this Agreement the company may stand down without pay any employee who cannot be usefully employed because of any strike, ban, limitation or restriction on the performance of work by employees of any union, association or organisation or because of any break down or failure of the company's machinery which the company could not reasonably have prevented.

(2) The provisions of subclause (1) of this clause shall not be applied unless and until the ordinary hours in which the employee cannot be usefully employed because of a strike, ban, limitation or restriction on the performance of work or a break down or failure of the company's machinery exceeds four.

39.—COMPASSIONATE LEAVE

(1) An employee shall, on the death within Australia of the wife, husband, father, mother, child or stepchild of the employee, be entitled to leave up to and including the day of the funeral of such relation and such leave for a period not exceeding the number of hours worked by the employee in two ordinary working days shall be without deduction of pay.

(2) The right to such leave shall be dependent on compliance with the following conditions—

- (a) The employee shall give the company notice of his/her intention to take such leave as soon as reasonably practicable after the death of such relation.
- (b) The employee shall furnish proof of such death to the satisfaction of the company.
- (c) The employee shall not be entitled to leave under this clause during any period in respect of which he has been granted any other leave.

(3) For the purpose of this clause the words “wife” and “husband” shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de-facto wife or husband.

40.—LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this Agreement, an employee shall be paid the following weekly allowances when employed in the towns described hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnight allowances.

TOWN	\$
Agnew	14.50
Argyle (see subclause 11)	37.50
Balladonia	14.20
Barrow Island	24.40
Boulder	5.90
Broome	23.00
Bullfinch	6.90
Carnarvon	11.70
Cockatoo Island	25.30
Coolgardie	5.90
Cue	14.70
Dampier	19.90
Denham	11.70
Derby	24.00
Esperance	4.50
Eucla	16.10
Exmouth	20.60
Fitzroy Crossing	28.90
Goldsworthy	13.30
Halls Creek	32.80
Kalbarri	4.90

TOWN	\$
Kalgoorlie	5.90
Kambalda	5.90
Karratha	23.60
Koolan Island	25.30
Koolyanobbing	6.90
Kununurra	37.50
Laverton	14.60
Learmonth	20.60
Leinster	14.50
Leonora	14.60
Madura	15.20
Marble Bar	35.70
Meekatharra	12.70
Mount Magnet	15.70
Mundrabilla	15.70
Newman	13.90
Norseman	12.20
Nullagine	35.60
Onslow	24.40
Pannawonica	18.70
Paraburdoo	18.50
Port Hedland	19.80
Ravensthorpe	7.70
Roebourne	27.10
Sandstone	14.50
Shark Bay	11.70
Shay Gap	13.30
Southern Cross	6.90
Telfer	33.20
Teutonic Bore	14.50
Tom Price	18.50
Whim Creek	23.40
Wickham	22.80
Wiluna	14.80
Wittenoom	31.60
Wyndham	35.50

(2) Except as provided in subclause (3) of this clause, an employee who has:

- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
- (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

(3) Where an employee

- (a) is provided with board and lodging by the company, free of charge; or
- (b) is provided with an allowance in lieu of board and lodging by virtue of the Agreement or an Order or Agreement made pursuant to the Act;

such employee shall be paid sixty six and two-thirds per cent of the allowances prescribed in subclause (1) of this clause.

The provisions of paragraph (b) of this subclause shall have effect on and from the 24 July 1990.

(4) Subject to subclause (2) of this clause, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

(5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

(6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

(7) For the purposes of this clause:

- (a) "Dependant" shall mean—
 - (i) a spouse or de facto spouse; or

(ii) a child where there is no spouse or de facto spouse; who does not receive a district or location allowance.

- (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a district or location allowance which is less than the location allowance prescribed in subclause (1) of this clause.

(8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission. Provided that, pending any such agreement or determination, the allowance payable for that purpose shall be an amount equivalent to the district allowance in force under this Agreement for that town or location on June 1, 1980.

(9) Nothing herein contained shall have the effect of reducing any 'district allowance' payable to any employee subject to the provision of this Agreement whilst that employee as at 1 June 1980 remains employed by his/her present company.

(10) Subject to the making of a General Order pursuant to Section 50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the first day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

(11) The allowance prescribed for Argyle is equated to that at Kununurra as an interim allowance. Liberty is reserved to the parties to apply for a review of the allowance for Argyle in the light of changed circumstances occurring after the date of this Order.

41.—MATERNITY LEAVE

(1) Eligibility for Maternity Leave

An employee who becomes pregnant shall, upon production to the company of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that company immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

- (a) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.
- (b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

- (a) Subject to subclauses (3) and (6) of this clause, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.
- (b) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to the company stating the presumed date of confinement.
- (c) An employee shall give not less than four weeks' notice in writing to the company of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.
- (d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) of this subclause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards

connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the company deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the company may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) of this clause.

(4) Variation of Period of Maternity Leave

- (a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the company, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.
- (b) The period of leave may, with the consent of the company, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave

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

(6) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then-
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- (c) For the purposes of subclauses (7), (8) and (9) of this clause, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3) of this clause, to the position she held immediately before such transfer.

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

(7) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) of this clause, does not exceed 52 weeks.

- (a) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.
- (b) Paid sick leave or other paid authorised Agreement absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

Notwithstanding any agreement, or other provision to the contrary, absence on maternity 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 purposes of the Agreement.

(9) Termination of Employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) The company shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of the company in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave

- (a) An employee shall confirm her intention of returning to her work by notice in writing to the company given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon the expiration of the notice required by paragraph (a) of this subclause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3) of this clause, to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before the company engages a replacement employee under this subclause, the company shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before the company engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the company shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring the company to engage a replacement employee.
- (e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months' qualifying period.

42.—LIBERTY TO APPLY

Liberty is reserved for the Union to apply to vary this Agreement in respect of Additional Rates for Saturday work in the event that employees are rostered to work ordinary hours on Saturday.

43.—FIRST AID ALLOWANCE

An employee holding either a Red Cross or St John Senior First Aid Certificate of at least "A" level who is appointed by the Company to perform first aid duties shall be paid \$6.00 per week in addition to the employee's ordinary rate.

44.—INTRODUCTION OF CHANGE

(1) Company's Duty to Notify

- (a) Where the company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the company 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 company's workforce or in the skills required; the elimination or diminution of company'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 Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(2) Company's Duty to Discuss Change

- (a) The company 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 their union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the company to make the changes referred to in subclause (1)(a) hereof.
- (c) For the purpose of such discussion, the company shall provide to the employees concerned and their 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 effect employees provided that the company shall not be required to disclose confidential information the disclosure of which would be inimical to the company's interests.

45.—TRADE UNION TRAINING LEAVE

(1) Subject to this clause a union delegate or duly elected or appointed union representative shall, upon application in writing by the union, be granted up to five days leave with pay, each calendar year, non cumulative, to attend courses authorised by the Union.

The courses to be attended shall be those most suited to the industrial situation pertaining to the Wholesale and Retail Industry in Western Australia.

A notice to the company shall be made in writing by the Union to the company and shall include the following details:

- the name of the employee seeking leave,
- the period of time for which leave is sought (including daily commencing and finishing times),
- the title, description and agenda of the course or courses to be attended,
- the place or places where the said course or courses will be held,
- the name of the person or persons conducting the said course or courses,
- a copy of the syllabus and curriculum of the course or courses to be attended.

(2) Leave shall be granted by the company on the dates notified by the union but shall be subject to the union giving not less than one calendar month's notice of the intention to attend such course or such lesser period as may be agreed between the company, the union and the employee concerned.

Provided that the company may require that the leave be deferred if its to be taken in the months of December or January, in the week before or after Easter or the week of a scheduled stocktake. In other exceptional circumstances, the company may request a deferment in writing to the union.

(3) Only employees who have completed twelve months' service with the company shall be eligible for leave pursuant to this clause.

(4) Each employee on leave approved in accordance with this clause shall be paid all ordinary time earnings which normally become due and payable during the period of the leave.

(5) Leave granted will not incur any additional payment to the extent that the course attended coincides with any other period of paid leave granted pursuant to this Agreement.

(6) The company shall not incur any liability with respect to the cost of travel to and from the place where the courses are conducted, nor to any accommodation and associated costs during such leave, or any other cost associated with the conducting of the course.

(7) Leave of absence granted pursuant to this clause shall count as service for all purposes of the Agreement.

(8) For the purpose of this clause the number of employees under this Agreement attending courses in any calendar year shall be:

One employee for each workplace at which less than 100 employees are employed; two employees for each workplace at which more than 100 employees are employed.

(9) On completion of the course the employee shall, upon request, provide to the company proof satisfactory to the company of his or her attendance at the course. The company shall not be required to make payment for any period of leave granted that is not utilised in the attendance at a course unless the employee can substantiate that the failure to attend the course was due to the taking of paid leave otherwise authorised by this Agreement.

46.—SUPERANNUATION

(1) Definitions:

"Fund": In this clause all reference to "Fund" shall mean the Retail Employees Superannuation Trust.

"Ordinary Time Earnings": In this clause the term "Ordinary Time Earnings" shall mean the base classification rate, including supplementary payments where appropriate, in charge rates, shift penalties and (if any) overaward payments, together with any other all purpose allowance or penalty payment for work in ordinary time and shall include in respect to casual employees the appropriate casual loadings as prescribed by this Agreement, but shall exclude any payment for over-time worked.

"Employees": In this clause all reference to "Employees" shall mean employees of K-Mart Australia Limited whose employment is regulated by the K-Mart Western Australia Distribution Centres Agreement 1994.

"Company": In this clause, all reference to "Company" shall mean K-Mart Australia Limited.

"Trustee": In this clause all reference to "Trustee" shall mean the Trustee of the Retail Employees Superannuation Trust.

"Approved Superannuation Fund": In this clause "Approved Superannuation Fund" shall mean a superannuation fund which complies with the Occupational Superannuation Standards Act, 1987.

(2) Quantum:

K-Mart Australia Limited shall contribute to the Fund with respect of all eligible employees such amount as is required by the Superannuation Guarantee Charge Act 1992 or 6% of ordinary time earnings, whichever is greater, from the 1st September 1994.

(3) Cessation of Contributions:

The obligation of the company to contribute to the Fund in respect of an employee shall cease on the last day of such employee's employment with the company.

(4) Part-time and Casual Employees:

Contributions to the Fund in respect of eligible part-time and casual employees who are employed under the terms of

the Agreement listed in subclause (1) hereof will be proportionate to the hours of work of such employee.

(5) Eligibility:

(a) Full time and Part time Employees:

The company shall be required to make contributions in accordance with this clause in respect of each full time and part-time employee who has been employed by the company continuously for a period of thirteen weeks. Once the employee has completed the thirteen week qualifying period he/she shall be eligible to have contributions to the Fund paid on his/her behalf from the date of his/her engagement with the company but no earlier than the date of operation of this clause in subclause (2) herein.

(b) Adult Casual Employees:

(i) The company shall be required to make contributions in accordance with this clause only in respect of each adult casual employee who has been employed:

- (aa) continuously for no less than thirteen weeks; and
- (bb) for no less than a total of 104 hours.

(ii) Once an employee has become eligible in accordance with the requirements of paragraphs (aa) and (bb) of placitum (i), a contribution shall be made on his/her behalf for each week in which the employee worked no less than eight hours.

Provided that no contribution shall be required for any period prior to the dates of operation of this clause prescribed in subclause (2) of this clause.

(iii) From the point of eligibility, and in addition to the provisions of placitum (ii) the company shall make a contribution for each week in which the employee works no less than eight hours.

Provided that where the employee works less than eight hours in any week, no contribution shall be made for that week.

(6) Employee Contributions:

Employees who may wish to make contributions to the Fund additional to those being paid by the company pursuant to subclause (2) or (4), shall be entitled to authorise the company to pay into the Fund from the employee's wages amounts specified by the employee.

Employees contributions to the Fund requested under this subclause shall be made in accordance with the rules of the Fund.

(7) Frequency of Payment:

The company shall pay such contributions together with any employee's deductions to the Fund in the following manner:

- (a) In respect of full time and part time employees payments shall be made monthly for pay periods completed in the month, and
- (b) In respect of casual employees payments shall be made every three months for pay periods completed in such three months.

Provided that payments may be made at such other times and in such other manner as may be agreed in writing between the Trustees of the Fund and the company from time to time.

(8) Existing Superannuation Arrangements:

No company shall be excluded from this clause on the basis of existing voluntary superannuation arrangements.

47.—CONSULTATIVE PROCEDURES

The Union and the Company will co-operate in the establishment of Consultative Committees at an enterprise level to consult and negotiate on matters affecting the efficiency and productivity of the enterprise which are not the subject of this Agreement.

48.—GRIEVANCE PROCEDURE

(1) Any disputes, questions or difficulties arising from this Agreement shall be dealt with in accordance with the following procedure:

- (a) The matter shall first be discussed between the employee affected and the appropriate supervisor.
- (b) If not settled the matter shall be discussed between the employee, an accredited representative of the union and the warehouse manager or other appropriate representative of the Company.
- (c) If not settled the matter shall be discussed between a senior official of the union and an appropriate representative of the company.

(2) A time limit of two working days will apply to each step of the procedure set out in subclause (1) hereof.

(3) While the matter in dispute is being discussed in accordance with the grievance procedure work shall continue and the status quo as applying before the dispute shall be maintained. No party shall be prejudiced in relation to the final settlement by the continuance of work in accordance with this clause.

(4) It will be open to either party at any time to seek the assistance of the Western Australian Industrial Relations Commission in resolving any dispute.

49.—UNIFORMS AND SAFETY FOOTWEAR

(1) The company shall issue jackets and gloves to employees upon request and shall replace such jackets and gloves when they are, as a result of reasonable wear and tear associated with their use at work, worn out.

(2) Where appropriate safety footwear is provided by the company, employees shall wear such footwear in the performance of their duties unless medical evidence is provided to the company with respect to individual employees recommending that the footwear not be worn in the interests of the employee's health.

50.—DALLAS

(1) In line with the company's continual process of upgrading technologies, equipment, systems and procedures, it will be introducing the Dallas Management System to replace the current D.R.S. system. The main changes will be:

- (a) changed V.D.U. screen formats,
 - (b) changed terminology.
- (2) The purpose of the change is to have a system:
- (a) that is common across all D.C.'s for greater flexibility,
 - (b) that can integrate with new technologies,
 - (c) that is easier to support from an I.S. requirement (labour hours for maintenance, breakdowns and enhancements),
 - (d) that can easily be updated for future needs of the business.

(3) The company believes the performance of the D.C. will improve both in timeliness of service and improved productivity.

(4) Productivity gained through the introduction of Dallas will be included in the calculation of the wage increase proposed for 1 August, 1996.

(5) The company will not be introducing Engineered Standards and incentive payments as part of the Dallas changes.

(6) There will be no redundancies as a result of the introduction of Dallas.

51.—SIGNATORIES

Representatives of the parties to this Agreement, K-Mart Australia Limited and the Shop, Distributive and Allied Employees' Association of Western Australia have signed this clause indicating their agreement.

.....(signed)..... for and on behalf of
26-3-96 K-Mart Australia Limited

Common Seal
.....(signed)..... for and on behalf of the
Shop, Distributive and Allied
Employees' Association of
Western Australia

**M B FOSTER INDUSTRIAL AGREEMENT
No. AG 83 of 1996.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and
Plasterers Union of Workers
and

Michael Foster and Brian Foster trading as M B Foster.
No. AG 83 of 1996.

M B Foster Industrial Agreement.
COMMISSIONER P E SCOTT.

21 June 1996.

Order.

HAVING heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 and by consent, hereby orders—

THAT the Enterprise Bargaining Agreement in the terms of the following schedule be registered on the 12th day of April 1996 with effect from the 15th day of March 1996.

(Sgd.) P.E. SCOTT,
Commissioner.

[L.S]

Schedule.

1.—TITLE

This Agreement will be known as the M B Foster Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship With Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Industry Standards
 12. Clothing and Footwear
 13. Training Allowance, Training Leave, Recognition of Prior Learning
 14. Seniority
 15. Sick Leave
 16. All-In Payments
 17. Pyramid Sub-Contracting
 18. Drug and Alcohol, Safety and Rehabilitation Program
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers (hereinafter referred to as the "Union") and Michael Foster and Brian Foster trading as M B Foster (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Union, its officers and members, and any person eligible to be a member of the Union employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 4 employees covered by this Agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 July 1997.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46.—Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act, 1979 as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Award the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Union and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate resulting in the wage rates in Appendix A- Wage Rates.

11.—INDUSTRY STANDARDS

It is a term of this Agreement that the Company will continue to meet its current level of payment into the Western Australian Construction Industry Redundancy Fund and will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$50 per week per employee.

12.—CLOTHING AND FOOTWEAR

(1) The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year).

(2) The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

13.—TRAINING ALLOWANCE, TRAINING LEAVE,
RECOGNITION OF PRIOR LEARNING

(1) A training allowance of \$11.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

(2) Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than:

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

(3) The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

14.—SENIORITY

(1) The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

(2) When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

(3) It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6.—Dispute Settlement Procedure.

(4) An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

15.—SICK LEAVE

For sick leave accrued after the date of ratification of this Agreement the following will apply:

- The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

16.—ALL-IN PAYMENTS

(1) All-In methods of payments shall be prohibited.

(2) "All-In Payments" means any system of payment that is hourly, weekly, or daily which is either in lieu of payment for overtime, or in lieu of one or more of the various award conditions such as annual leave, public holiday payments, inclement weather, etc.

Provided that All-In payments do not include casual engagement on terms prescribed by the appropriate Award or Agreement.

(3) If an employer has been paying an employee an all in rate he/she shall be required to pay to the employee the difference (if any) between the employee's actual earnings and what the employee would have earned had he/she been paid award rates and conditions during his/her period of employment.

In addition to making the appropriate taxation deductions from the employee's wages, the employer shall also be required to make the appropriate contributions to the C+BUSS and Portable Long Service Leave Schemes.

(4) If any party is of the view that this principle has been breached or is aware of a contracting arrangement on a site that is let to circumvent the payments prescribed under the award or this clause, the matter may, if not resolved by the head contractor, be negotiated between the parties or referred to the Western Australian Industrial Relations Commission.

(5) Any industrial action that may arise, shall be confined to the employer in breach of this clause.

17.—PYRAMID SUB-CONTRACTING

(1) "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

(2) Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

(3) Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

(4) A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

(5) Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

Common Seal
 _____ (signed) _____ (signed)
 ON BEHALF OF THE UNION ON BEHALF OF THE COMPANY
 _____ M B Foster _____
 (PRINT NAME)

Dated this 15th day of March 1996.

APPENDIX A—WAGE RATES

	1 August 1995	1 February 1996	1 August 1996	1 February 1997
	Hourly Rate \$	Hourly Rate \$	Hourly Rate \$	Hourly Rate \$
Labourer Group 1	13.75	14.21	14.66	15.11
Labourer Group 2	13.27	13.71	14.15	14.59
Labourer Group 3	12.92	13.35	13.77	14.20
Plasterer, Fixer	14.29	14.76	15.23	15.70
Painter, Glazier	13.97	14.43	14.89	15.35
Signwriter	14.26	14.73	15.20	15.68

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAMME

(1) PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

(2) FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

(3) WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner.
- If this happens 3 times the employee shall be given a written warning and made aware of the availability of treatment/counselling. If the employee refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- An employee having problems with alcohol and/or other drugs:
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.

- Will be entitled to sick leave or leave without pay while attending treatment.

(4) IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will:

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee member(s) at the two hour BTG Drug and Safety in the Workplace training course.

- Improvement Strategies
- Productivity Measurement
- Salary Increases
- Annual Leave Loading
- Annual Leave Travel Concessions
- Family Carers Leave
- Long Service Leave
- Parental Leave (Maternity, Paternity and Adoption Leave)
- Public Holidays
- Study Assistance
- Future Issues for Negotiation
- Signatures of Parties to the Agreement
 - Schedule 1—7% Salary Increase
 - Schedule 2- EEO Grievance Resolution Procedure

3.—SCOPE

This Agreement shall apply to all Ministry of Sport and Recreation employees who are eligible to be members of the Civil Service Association of Western Australia Incorporated, except those whose salaries and conditions are determined by the Salaries and Allowances Tribunal. This Agreement will cover approximately 100 people.

4.—PARTIES BOUND BY THIS AGREEMENT

(1) *Employer*—Executive Director, Ministry of Sport and Recreation

(2) *Union*—Civil Service Association of Western Australia Incorporated.

5.—DURATION OF THE AGREEMENT

(1) This Enterprise Agreement shall operate for a fixed period expiring on 30 June 1997.

(2) Except as provided herein, this Agreement shall have effect from the date of registration in the Western Australian Industrial Relations Commission.

(3) Negotiations between the parties for renewal of this Agreement or for the formulation of a new Agreement will commence no later than six (6) months prior to the expiry date of this Agreement.

(4) The parties agree to continue the spirit of this Agreement until replaced by a further agreement. Changes to the base pay rates arising from this agreement will continue to apply in the absence of any further agreement providing the broad principles of this agreement continue to be implemented.

6.—NO FURTHER CLAIMS

The parties to this Enterprise Agreement undertake that for the duration of the Agreement there shall be no further salary or wage increases sought or granted.

However, the parties recognise that it is important to encourage future productivity improvement beyond those currently identified in this Agreement. Where such improvements are identified and implemented they will be considered for negotiations at the commencement of the next agreement.

This Agreement may be amended, cancelled or renewed at any time by consent between the parties.

7.—RELATIONSHIP TO PARENT AWARD

This Agreement shall be read in conjunction with the existing Award and General Orders that apply to the parties bound to this agreement. In the case of any inconsistencies, this Agreement shall have precedence to the extent of the inconsistencies. All parties recognise that the relevant Parent Award is the Public Service Award 1992.

8.—SINGLE BARGAINING UNIT

This agreement has been negotiated through a Single Bargaining Unit.

The Single Bargaining Unit parties comprises membership from the Ministry of Sport and Recreation and the Civil Service Association of Western Australia Incorporated.

9.—AUDIT OF THE 4% SECOND TIER AND 1989 STRUCTURAL EFFICIENCY PRINCIPLE AGREEMENTS

A complete audit of the 4% Second Tier and 1989 Structural Efficiency Principle Agreement has been undertaken and the parties confirm that none of the previous initiatives form part of this Agreement.

MINISTRY OF SPORT AND RECREATION: 1996 ENTERPRISE AGREEMENT.**No. PSA AG 125 of 1996**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Civil Service Association of Western Australia
(Incorporated)

and

Ministry of Sport and Recreation.

No. PSA AG 125 of 1996.

PUBLIC SERVICE ARBITRATOR
COMMISSIONER R. H. GIFFORD.

12 June 1996.

Order.

REGISTRATION OF AN
INDUSTRIAL AGREEMENT
No. PSA AG 125 OF 1996

Having heard Mr D. Newman on behalf of the Applicant and Ms T. Allen on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders—

THAT the Ministry of Sport and Recreation: 1996 Enterprise Agreement, No. PSA AG 125 of 1996, as specified by the following schedule, be registered as an Industrial Agreement.

(Sgd.) R. H. GIFFORD,
Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement shall be known as the Ministry of Sport and Recreation: 1996 Enterprise Agreement.

2.—ARRANGEMENT

- Title
- Arrangement
- Scope
- Parties Bound by this Agreement
- Duration of the Agreement
- No Further Claims
- Relationship to Parent Award
- Single Bargaining Unit
- Audit of the 4% Second Tier and 1989 Structural Efficiency Principle Agreements
- Dispute Settlement Procedures
- Consultative Mechanism
- Objectives of this Agreement
- Shared Vision for the Ministry of Sport and Recreation

The parties to this Agreement agree that matters arising from the 4% Second Tier and 1989 Structural Efficiency Principle Agreements shall not be counted when considering the productivity benefits and pay increases arising from this Agreement.

10.—DISPUTE SETTLEMENT PROCEDURES

The purpose of these Dispute Settlement Procedures is to allow all parties access to a system to discuss and resolve any disputes, questions or difficulties relating to this Agreement. All parties agree to take all necessary steps to ensure that all issues receive prompt attention and are resolved by conciliation, preferably by informal, internal settlement.

It is further agreed that a personal grievance of any employee relating to this Agreement will be settled with as much privacy and confidentiality as possible.

For the duration of this Agreement all parties shall comply to the following dispute settlement procedures to deal with any question, dispute or difficulty arising out of the implementation of this Agreement:

Step 1—The internal MSR Grievance Policy and Procedures (as per Schedule 2) will be applied by an employee of the Ministry.

Step 2—If the matter is still not settled then a conference will be held between a representative of the Ministry, a representative from the CPSU/CSA and/or the employee.

Step 3—If the matter cannot be settled by conference between the representatives, an application may be made to the Western Australian Industrial Relations Commission for a conference for the purpose of settling the dispute.

11.—CONSULTATIVE MECHANISM

The parties are committed to working together to improve the working environment of the Ministry of Sport and Recreation.

It is acknowledged by the parties to this Agreement that decisions will continue to be made by the Executive Director of the Ministry of Sport and Recreation who is responsible and accountable to Government through statute for the efficient and effective operation of the Ministry's business.

Consultation in the context of this Agreement is defined as information sharing and discussion on relevant matters which are likely to have an effect on employees working lives.

The Ministry will maintain the Consultative Team, established during the development of this agreement, for the term of the Agreement. Membership will be reviewed within the first three months of this Agreement. Membership for existing and new members appointed or elected at the time of review will be for the life of this Agreement.

The Consultative Team will review and establish their own terms of reference and operational processes subject to agreement between the parties.

The objectives of the Team will be to:

- (1) increase the effectiveness of the organisation and the quality of the services it provides to its clients
- (2) provide a vehicle for consultation on matters which impact on employees' working lives
- (3) improve the quality of information available for decision making in the Ministry.

The Team will be made up of:

- (1) four management representatives nominated by the Executive Director.
- (2) one representative from each Division, each elected by the employees of that Division.
- (3) one representative of the camps and reserves, elected by the camps and reserves employees.
- (4) one representative of Level 1 and Level 2 officers, elected by the those employees whose substantive classification is Level 1 or Level 2.
- (5) an elected union delegate. Attendance of union officials will be by invitation.
- (6) where a representative is unable to continue, a replacement will be nominated or elected from the same group.
- (7) a Chairperson elected from within its membership.

12.—OBJECTIVES OF THIS AGREEMENT

The specific objectives of this Agreement are:

- (1) To sustain and further encourage employee commitment and contribution to the short-term and long-term objectives and direction of the Ministry of Sport and Recreation.
- (2) To gain management and employee commitment to developing baseline data to assist in the process of measuring improvements in effectiveness and efficiencies.
- (3) To improve the quality of the working life for all employees within the Ministry of Sport and Recreation.
- (4) To ensure that gains are shared between the Ministry of Sport and Recreation its employees and the Government on behalf of the Western Australian community.

13.—SHARED VISION FOR THE MINISTRY OF SPORT AND RECREATION

(1) The parties to this Agreement are committed to achieving the vision for the Ministry which is to have:

- (a) high quality physical environments in which people enjoy sport and recreation;
- (b) well managed organisations and agencies in the community;
- (c) skilled and informed people delivering services in the industry.

(2) The Ministry's mission is to enhance the lifestyle of Western Australians through sport and recreation. To achieve its mission and provide a continuously improving quality of service to all stakeholders, the community and government, the Ministry aims to deliver relevant services, be dynamic and in demand and is undertaking organisation-wide changes that continue to focus on:

- (a) Implementing and further developing our customer service charter by:
 - (i) providing our clients with outstanding service;
 - (ii) adding value to the existing sport and recreation delivery systems and services;
 - (iii) involving clients in the planning of sport and recreation development within Western Australia;
 - (iv) delivering information, education and support;
 - (v) maintaining standards of quality and excellence in all activities;
 - (vi) ensuring our services are conducted with integrity.
- (b) Enhancing and strengthening our partnerships with industry by:
 - (i) providing leadership to the sport and recreation industry;
 - (ii) co-working within the industry and across government and;
 - (iii) developing self- responsible individuals and self managed groups and organisations.
- (c) Enhancing and maintaining high quality research and development for the benefit of the State's sport and recreation.

14.—IMPROVEMENT STRATEGIES

To achieve our mission we will need to pursue the following strategies within the Ministry of Sport and Recreation:

- (1) Build on the commitment and talent of our employees, to develop work environments and work practices which encourage increased flexibility.

The Ministry aims to continue to foster and sustain the flexible, positive approach and commitment of employees experienced in the past. To assist the Ministry achieve this outcome, a number of improvements or additions to entitlements aimed at increasing flexibility have been offered to employees through this Agreement. These include amendments to Annual Leave Loading, Annual Leave Travel

Concessions, Long Service Leave, Parental Leave, and Study Assistance as outlined in clauses 17 to 23. Family Carers Leave (clause 19) is a new initiative.

- (2) Develop and implement base line data measurement tools to assist the Ministry in identifying and evaluating future effectiveness and efficiency initiatives. A key example will be the development of measurement tools for assessing the impact of the Ministry's Multiplier Effect model.
- (3) Undertake further Customer Service survey analysis to measure Ministry performance and identify trends, with the ultimate goal of changes being made to work practices, services provided, and resource allocation to reflect the findings of ongoing market research.
- (4) Foster the Ministry of Sport and Recreation as a learning organisation through training and development of employees.
- (5) The continued implementation of organisational developments to improve functional effectiveness and efficiencies. Examples include:
 - (a) the more efficient use of resources for grants administration, with the restructuring and changes to work practices.
 - (b) continued support from within existing resources to provide management, administration and corporate servicing to projects and initiatives resourced by funds sourced from the Commonwealth government.
 - (c) continued and increased support from within existing resources to provide management, administration and corporate servicing to projects and initiatives resourced by funds sourced from sponsorship and external grant funding.
 - (d) Research Initiatives.
 - (e) Industry Training Initiatives.

15.—PRODUCTIVITY MEASUREMENT

The parties agree that the assessment and monitoring of effectiveness and efficiencies initiatives is important because it provides critical feedback on the performance of the Ministry to the government, the Ministry's executive, the employees and other relevant stakeholders.

In achieving its objectives, the Ministry's strategies concentrate on using multiplier agencies (primarily state and regional sporting associations, local government authorities and education authorities) to achieve its impact on the wider community.

The Ministry of Sport and Recreation's approach is to use available indicators of the impact of sport and recreation on the community and to continue to research the Ministry's impact on the multiplier agencies.

The Ministry undertakes to continue to develop and refine its performance indicators to establish baseline data for the effective measurement of productivity and efficiency initiatives.

Identified area for improvement:

The Ministry of Sport and Recreation currently has limited measurement tools and data gathering techniques in place. Performance Indicators have been developed at the macro level, however, these need to be developed and refined further to provide the level of information necessary to assist the Ministry with performance management, accountability issues and the enterprise bargaining process.

Baseline:

- (1) Limited measurement and data gathering tools in place.
- (2) Need to set clear objectives for gathering data.
- (3) Few employees have a working understanding of productivity management and measurement concepts.
- (4) Performance indicators exist at the macro level. Whilst this information is useful it does not go far enough to produce the level of analysis required.

- (5) Market research seeking key client group feedback is being undertaken cyclically.

Specific Outcomes Required:

Time Frame	Action
Within 3 Months	<p>Establish a Performance Management Planning and Review Committee.</p> <p>Training needs analysis has been undertaken to identify training needs in productivity measurement and performance indicators.</p> <p>Relevant management and employees to attend training session(s) on basics of productivity measurement.</p> <p>Undertake general awareness raising sessions with all staff on the need for development of measurement techniques and data gathering</p>
Within 6 Months	<p>Relevant senior management and employees to attend training session(s) on for example, DOPLAR'S module: "Diagnosing the Organisation".</p> <p>The objective is to become familiar with a range of techniques and how to use them.</p> <p>Following training session, each Division to undertake the development of efficiency and effectiveness indicators at the major component (generally branch) level.</p> <p>Each Division to report to the Performance Management Planning and Review Committee identifying:</p> <ul style="list-style-type: none"> - the efficiency and effectiveness indicators for each major component - existing sources of data to measure performance - proposed new or replacement sources - action plans for implementation. <p>Action plans to be reviewed and rationalised by the Performance Management Planning and Review Committee.</p> <p>Undertake review of existing client market surveys.</p> <p>Undertake specific evaluations and assess for productivity improvement opportunities:</p> <ul style="list-style-type: none"> - Community support for Regional Services - ATSI Young People's program - AUSSIE Sport program - Challenge, Achievement and Pathways in Sport program - Volunteer Involvement Program.
Within 12 months	<p>Action plans implemented and data gathering commenced.</p>
Within 18 months	<p>Assessment of initial results completed and program of evaluations established.</p>

Measures of success:

Improvement will have been made when:

- (1) A Performance Management Planning and Review Committee has been established to oversee the achievement of the above targets.
- (2) Clear effectiveness and efficiency measurement is established at the major component level.
- (3) Relevant employees receive appropriate training and develop basic understanding of productivity measurement concepts and skills.

- (4) Specified evaluations are completed.
- (5) Relevant productivity measurement tools and strategies have been developed and appropriate data is being maintained.
- (6) Findings of reviews and recommended changes are identified and reported to Corporate Executive.

16.—SALARY INCREASES

The following salary increases will be payable during the life of this Agreement:

- (1) an increase of 4% from the beginning of the pay period from the date three months prior to the date of lodgement in the Western Australian Industrial Relations Commission;
- (2) a further increase of 3% from 1 July 1996.

17.—ANNUAL LEAVE LOADING

Employees will be paid the Annual Leave Loading as specified in the Public Service Award 1992, on the first pay date in the month of December. The first payment will be made in December 1996. The Executive Director may approve the payment of the annual leave loading in special circumstances other than those prescribed.

Any employee who has already claimed his or her 1996 Annual Leave Loading in full will not be eligible for a further payment.

Employees who have worked less than 12 months at that date or who have already taken part of their 1996 leave entitlement will receive a pro rata payment.

In respect of annual leave accrued on or prior to 31 December 1995 but taken:

- (1) Between 1 January 1996 and 30 June 1996, the 17.5% leave loading shall be calculated on the basis of the salaries prescribed in Schedule 1, Column B of this Agreement.
- (2) Between 1 July 1996 and 30 June 1997, the leave loading shall be calculated on the basis of the salaries prescribed in Schedule 1, Column C of this Agreement.

18.—ANNUAL LEAVE TRAVEL CONCESSIONS

This is to be read in conjunction with clause 19 (10) of the Public Service Award 1992.

The following clause replaces clause 19 (10) (a) (i):

Officers and employees stationed in remote areas.

The travel concessions contained in the table in the Public Service Award clause 19 (10) are provided to employees and their dependants when travelling on annual leave to a destination outside the geographical region of their headquarters and where the head quarters is situated in District Allowance Areas 3, 5 and 6 and in that portion of Area 4 located north of 30 degrees South latitude. Travel concessions shall not exceed the value of the return economy airfare from their headquarters to Perth, allowing employees to travel to other destinations within Australia.

19.—FAMILY CARERS LEAVE

Subject to the approval of the Chief Executive Officer, employees covered by this Agreement may use sick leave up to a maximum of 5 days per annum to provide care for another person, providing the days used are sick leave entitlements accrued from previous years of service with the employer and are not the employee's entitlements for the current year.

Granting of this leave will be subject to:

- (1) (a) The employee being responsible for the care of the person concerned.
- (b) The person concerned being either:
 - (i) a member of the employee's immediate family; or
 - (ii) a member of the employee's household.
- (c) The term "immediate family member" includes:
 - (i) A spouse (including former spouse, a defacto spouse and a former defacto spouse) of the employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband or wife of

that person on a bona fide domestic basis although not legally married.

- (ii) A child or an adult (including an adopted child, a step child or an ex nuptial child), parent, grandparent or grandchild or sibling of the employee or spouse of the employee.

- (d) If required, production of satisfactory evidence of the need for care of the other person.

(2) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence.

(3) An employee may elect, with the consent of the Ministry, to take unpaid leave for the purpose of providing extended care to a family member who is incapacitated providing all other leave credits of the employee have been exhausted.

20.—LONG SERVICE LEAVE

Employees covered by this Agreement will be eligible for Long Service Leave as provided by Clause 21 of the Public Service Award 1992.

Long Service Leave entitlements may be cleared at a minimum rate of two weeks, subject to the approval the Chief Executive Officer.

21.—PARENTAL LEAVE (MATERNITY, PATERNITY AND ADOPTION LEAVE)

All parental leave is on the basis of unpaid leave.

Definitions—for the purposes of this section:

- (1) Employee includes full-time and part-time permanent employees; and full-time and part-time fixed term contract employees up until the end of their contract period but does not include an employee engaged upon casual work.
- (2) Spouse includes a former spouse, a defacto spouse and a former defacto spouse of the employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married.
- (3) Continuous service means service under an unbroken contract of employment and includes:
 - (a) any period of leave taken in accordance with this clause;
 - (b) any period of part-time employment worked in accordance with the Public Service Award 1992; or
 - (c) any period of leave or absence authorised by the Ministry or by this Agreement or by the Public Service Award 1992.
- (4) Child for the purposes of maternity and paternity leave means a child of the employee or the employee's spouse under the age of one year.
- (5) Child for the purposes of adoption leave means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (6) Former position means the position held by an employee immediately before proceeding on maternity, paternity or adoption leave or if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position of equal status and pay to that of the position first mentioned in this definition.
- (7) Replacement employees means an employee specifically engaged as a result of an employee proceeding on parental leave:
 - (a) Before engaging a replacement employee the Ministry shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

- (b) Before engaging a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising their rights under this section, the Ministry shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (c) Nothing in this clause shall be construed as to require the Ministry to engage a replacement employee.

MATERNITY LEAVE

(1) Eligibility for maternity leave

(a) An employee who becomes pregnant is entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(b) Subject to subclauses 21.3 (c) and (g), the period of maternity leave shall be unbroken.

(c) Under special circumstances the Ministry may approve leave concurrent with the employee's spouse or in more than one period.

(2) Certification and notice requirements

Not less than 10 weeks prior to the presumed date of confinement the employee must provide the Ministry with a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement.

(a) An employee shall give not less than four weeks notice in writing to the Ministry of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(b) The minimum period of absence on maternity leave shall commence 6 weeks before the expected date of birth and end 6 weeks after the day on which the birth has taken place. However, an employee may apply to the Ministry to reduce this period provided their application is supported by a certificate from a registered medical practitioner indicating that the employee is fit to continue or resume their normal duty within this period.

(c) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a safe job

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

(b) If the transfer to a safe job is not practicable, the employee may, or the Ministry may require the employee to take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave.

(4) Variations of period of maternity leave

(a) Provided the maximum period of maternity leave does not exceed 52 weeks:

- (i) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
- (ii) the period may be further lengthened by agreement between the Ministry and the employee.

(b) The period of maternity leave may, with the consent of the Ministry, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of maternity leave

(a) Maternity leave, applied for but not commenced shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the Ministry which shall not exceed four weeks from the date of notice in writing by the employee to the Ministry that she wishes to resume work.

(6) Special maternity leave and sick leave

(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then:

- (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
- (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(7) Maternity leave and other leave entitlements

An employee proceeding on maternity leave may elect to utilise:

- (a) Accrued annual leave.
- (b) Accrued long service leave for the whole or part of the period referred to in subclause 21.1 (a). The periods of leave referred to in paragraphs 21.1 (g) (i) and (ii) which are utilised, shall be paid leave;
- (c) An employees may extend her period of maternity leave by taking accrued annual, long service leave or, with the consent of the Ministry, a further period of leave without pay;
- (d) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

(8) Effect of maternity leave on employment

Absence on maternity 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 Public Service Award 1992 or this Agreement.

(9) Termination of employment

(a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with the Public Service Award 1992.

(b) The Ministry shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of the Ministry in relation to termination of employment are not affected.

(10) Return to work after maternity leave

(a) An employee shall confirm her intention of returning to work by notice in writing to the Ministry given not less than four weeks prior to the expiration of her period of maternity leave.

(b) An employee, upon returning to work after maternity leave shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause 21.1 (c), the position which she held immediately before.

(c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position of equal status and pay to that of her former position.

PATERNITY LEAVE

(1) Eligibility for paternity leave

An employee, upon provision to the Ministry of the certificate required by subclause 21.2 (b) is entitled to a period of up to 52 weeks of paternity leave, as follows:

- (a) An unbroken period of up to one week at the time of confinement of their spouse.
- (b) A further unbroken period of up to 51 weeks in order to be the primary carer of a child provided that such leave shall not extend beyond the child's first

birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

- (c) Under special circumstances the Ministry may approve leave concurrent with the spouse or in more than two periods.

(2) Certification and notice requirement

Not less than 10 weeks prior to the proposed period of leave the employee must provide the Ministry with a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place.

(a) The employee shall, not less than 10 weeks prior to each proposed period of leave, give the Ministry notice in writing stating the dates on which he proposes to start and finish the period or periods of leave.

(b) The employee shall not be in breach of this subclause as a consequence of failure to give the notice required if such failure is due to:

- (i) the birth occurring earlier than the expected date; or
- (ii) the death of the mother of the child; or
- (iii) other compelling circumstances.

(c) The employee shall immediately notify the Ministry of any change in the information provided pursuant to this subclause.

(3) Variation of period of paternity leave

(a) Provided the minimum period of paternity leave does not exceed 52 weeks:

- (i) the period of paternity leave provided by paragraph 21.2 (a) (ii) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which leave is to be lengthened;
- (ii) the period may be further lengthened by agreement between the Ministry and the employee.

(b) The period of paternity leave taken under paragraph 21.2 (a) (ii) may, with the consent of the Ministry, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(4) Cancellation of paternity leave

Paternity leave, applied for but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(5) Paternity leave and other leave entitlements

An employee proceeding on paternity leave may elect to utilise:

- (a) Accrued annual leave.
- (b) Accrued long service leave for the whole or part of the period referred to in subclause 21.2 (a). The periods of leave referred to in paragraphs 21.2 (e) (i) and (ii) of this subclause which are utilised, shall be paid leave.
- (c) An employee may extend his period of paternity leave by taking accrued annual, long service leave or, with the consent of the Ministry, a further period of leave without pay.
- (d) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

(6) Effect of paternity leave on employment

Absence on paternity 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 Public Service Award 1992 or this Agreement.

(7) Termination of employment

(a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with the Public Service Award 1992.

(b) The Ministry shall not terminate the employment of an employee on the ground of their absence on paternity leave, but otherwise the rights of the Ministry in relation to termination of employment are not affected.

(8) Return to work after paternity leave

(a) An employee shall confirm his intention of returning to work by notice in writing to the Ministry given not less than four weeks prior to the expiration of the period of paternity leave.

(b) An employee, upon returning to work after paternity shall be entitled to the position which he held immediately before proceeding on paternity leave.

(c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as equal in status and pay to that of his former position.

ADOPTION LEAVE

(1) Eligibility for adoption leave

An employee, upon provision to the Ministry of the documentation required by subclause 21.3 (b) shall be entitled to adoption leave, the total of which shall not exceed 52 weeks as follows:

- (a) A period of up to three weeks at the time of the placement of the child.
- (b) A period of up to 52 weeks from the time of the child's placement in order to be its primary caregiver. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child except in the circumstances where both adoptive parents need to go overseas to complete the adoption. This entitlement of up to 52 weeks shall be reduced by any period of leave taken pursuant to paragraph 21.3 (a) (i).
- (c) Under special circumstances the Ministry may approve leave concurrent with the employee's spouse or in more than one period.

(2) Certification—Before taking adoption leave the employee must provide the Ministry with:

- (a) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
- (b) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

(3) Notice Requirements

(a) Upon receiving notice of approval for adoption purposes an employee shall notify the Ministry of such approval and within two months of such approval shall further notify the Ministry of the period or periods of adoption leave the employee proposes to take.

(b) An employee who commences employment with the Ministry after the date of approval for adoption purposes shall notify the Ministry upon commencing employment of the period or periods of adoption leave which the employee proposes to take.

(c) An employee shall, 10 weeks before the proposed date of commencing any leave to be taken under paragraph 21.3 (a) (iii) give notice in writing to the Ministry of the date of commencing leave and the period of leave to be taken.

(d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse or other compelling circumstances.

(4) Variation of period of adoption leave

(a) Provided the maximum period of adoption leave does not exceed 52 weeks:

- (i) the period of leave taken under paragraph 21.3 (a) (ii) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
- (ii) the period may be further lengthened by agreement between the Ministry and the employee

(b) The period of adoption leave taken under paragraph 21.3 (a) (ii) may, with the consent of the Ministry, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of adoption leave

(a) Adoption leave applied for but not commenced shall be cancelled should the placement of the child not proceed.

(b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the Ministry forthwith and the Ministry shall nominate a time not exceeding four weeks from receipt of notification for the employees resumption of work.

(6) Special leave

The Ministry shall grant to any employee who is seeking to adopt a child such unpaid leave not exceeding two days plus an additional day for employees working and residing in rural locations 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 Ministry may require the employee to take such leave in lieu of special leave.

(7) Adoption leave and other leave entitlements

An employee proceeding on adoption leave may elect to utilise:

(8) Accrued annual leave.

(a) Accrued long service leave for the whole or part of the period referred to in subclause: 21.3 (a) of this clause. The periods of leave referred to in paragraphs 21.3 (g) (i) and (ii) shall be paid leave.

(b) Employees may extend their period of adoption leave by taking accrued annual and/or long service leave or, with the consent of the Ministry, a further period of leave without pay.

(c) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to employees during their absence on adoption leave.

(9) Effect of adoption leave on employment

Absence on adoption 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 Public Service Award 1992 or this Agreement.

(10) Termination of employment

(a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.

(b) The Ministry shall not terminate the employment of an employee on the ground of the employees application to adopt a child or absence on adoption leave, but otherwise the rights of the Ministry in relation to termination of employment are hereby not affected.

(11) Return to work after adoption leave

(a) An employee shall confirm the intention of returning to work by notice in writing to the Ministry given not less than four weeks prior to the expiration of the period of adoption leave.

(b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave.

(c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position equal in status and pay to that of the employees former position.

22.—PUBLIC HOLIDAYS

Employees are eligible for a day in lieu for each of the two previously prescribed public service holidays of Easter Tuesday and the extra day after New Year's Day. Employees may elect when they wish take these days in lieu, however, approval will be subject to Ministry operational convenience .

These days are to be taken as paid leave of absence and cannot be accrued beyond 31 December each year.

23.—STUDY ASSISTANCE

Employees covered by this Agreement will be eligible for Study Leave as provided by the clause 25 of the Public Service Award 1992.

Employees may be eligible to receive partial assistance with payment of fees (not HECS) and/or cost of books, subject to the approval of the employee's Director. This provision will be subject to the successful completion of the units of study.

Granting of this assistance will be subject to:

- (1) the course being relevant to the current duties or duties likely to be performed by the employee;
- (2) is relevant to the current and emerging needs of the Ministry; enhances the career development of the employee within the Ministry, and;
- (3) can be financed from within the Divisional budget or the Ministry's training and development budget.

24.—FUTURE ISSUES FOR NEGOTIATION

Within the life of this Agreement all parties have identified issues that may have a bearing upon future Enterprise Agreements within Ministry. These issues include further developments that build upon the negotiations and direction contained within this Agreement.

Further discussions by the Consultative Team will consider (but not be limited to) investigating:

- (1) alternative training and development processes;
- (2) alternative remuneration packages;
- (3) continuous improvement;
- (4) leave provisions;
- (5) more flexible work arrangements;
- (6) special conditions of employment for country service;
- (7) substitution of payment of actual costs rather than allowances for expenses incurred in the line of duty;
- (8) use of and access to vehicles;
- (9) workforce management plans.

Progressive discussions on these issues and alternative issues identified by all parties prior to the expiry of this Agreement will facilitate the development of future arrangements.

25.—SIGNATURES OF PARTIES TO THE AGREEMENT

.....(signed).....
 Signed by the Chief Executive Officer
 Ministry of Sport and Recreation Date 16 / 5 / 1996
(signed).....
 Signed for and on behalf the
 Civil Service Association of Western
 Australia Incorporated Date 17 / 5 / 1996

SCHEDULE 1—7% SALARY INCREASE

Column B reflects the introduction of 4% salary increase from the date three months prior to the date of lodgement in the Western Australian Industrial Relations Commission.

Column C reflects a further 3% increase at 1 July 1996. See Clause 17 for a more detailed explanation.

NOTE: the maximum annual leave loading that may be paid on 4 weeks annual leave effective 31 December 1995 is \$677.00. This effects level 6.2 and above.

	A at December 1995 (current)	B (effective from the date 3+ mths prior to lodgement) + 4%	C 4% (effective 1 July 96) + 3%
Level 1			
Under 17 yrs	\$10,873.00	\$11,307.92	\$11,634.11
17 yrs	\$12,707.00	\$13,215.28	\$13,596.49
18 yrs	\$14,822.00	\$15,414.88	\$15,859.54
19 yrs	\$17,157.00	\$17,843.28	\$18,357.99
20 yrs	\$19,267.00	\$20,037.68	\$20,615.69
21 yrs	\$21,165.00	\$22,011.60	\$22,646.55
22 yrs	\$21,817.00	\$22,689.68	\$23,344.19
23 yrs	\$22,468.00	\$23,366.72	\$24,040.76
24 yrs	\$23,115.00	\$24,039.60	\$24,733.05
25 yrs	\$23,766.00	\$24,716.64	\$25,429.62
26 yrs	\$24,417.00	\$25,393.68	\$26,126.19
27 yrs	\$25,166.00	\$26,172.64	\$26,927.62
28 yrs	\$25,684.00	\$26,711.36	\$27,481.88
29 yrs	\$26,450.00	\$27,508.00	\$28,301.50

	A at December 1995 (current)	B (effective from the date 3+ mths prior to lodgement) + 4%	C 4% (effective 1 July 96) + 3%
Level 2			
1 yrs	\$27,367.00	\$28,461.68	\$29,282.69
2 yrs	\$28,070.00	\$29,192.80	\$30,034.90
3 yrs	\$28,809.00	\$29,961.36	\$30,825.63
4 yrs	\$29,590.00	\$30,773.60	\$31,661.30
5 yrs	\$30,407.00	\$31,623.28	\$32,535.49
Level 2/4			
1 yrs	\$27,367.00	\$28,461.68	\$29,282.69
2 yrs	\$28,809.00	\$29,961.36	\$30,825.63
3 yrs	\$30,407.00	\$31,623.28	\$32,535.49
4 yrs	\$32,405.00	\$33,701.20	\$34,673.35
5 yrs	\$35,503.00	\$36,923.12	\$37,988.21
6 yrs	\$37,522.00	\$39,022.88	\$40,148.54
Level 3			
1 yrs	\$31,530.00	\$32,791.20	\$33,737.10
2 yrs	\$32,405.00	\$33,701.20	\$34,673.35
3 yrs	\$33,307.00	\$34,639.28	\$35,638.49
4 yrs	\$34,233.00	\$35,602.32	\$36,629.31
Level 4			
1 yrs	\$35,503.00	\$36,923.12	\$37,988.21
2 yrs	\$36,498.00	\$37,957.92	\$39,052.86
3 yrs	\$37,522.00	\$39,022.88	\$40,148.54
Level 5			
1 yrs	\$39,494.00	\$41,073.76	\$42,258.58
2 yrs	\$40,827.00	\$42,460.08	\$43,684.89
3 yrs	\$42,212.00	\$43,900.48	\$45,166.84
4 yrs	\$43,649.00	\$45,394.96	\$46,704.43
Level 6			
1 yrs	\$45,960.00	\$47,798.40	\$49,177.20
2 yrs	\$47,531.00	\$49,432.24	\$50,858.17
3 yrs	\$49,157.00	\$51,123.28	\$52,597.99
4 yrs	\$50,893.00	\$52,928.72	\$54,455.51
Level 7			
1 yrs	\$53,555.00	\$55,697.20	\$57,303.85
2 yrs	\$55,397.00	\$57,612.88	\$59,274.79
3 yrs	\$57,401.00	\$59,697.04	\$61,419.07
Level 8			
1 yrs	\$60,658.00	\$63,084.32	\$64,904.06
2 yrs	\$62,991.00	\$65,510.64	\$67,400.37
3 yrs	\$65,884.00	\$68,519.36	\$70,495.88
Level 9			
1 yrs	\$69,497.00	\$72,276.88	\$74,361.79
2 yrs	\$71,938.00	\$74,815.52	\$76,973.66
3 yrs	\$74,722.00	\$77,710.88	\$79,952.54

SCHEDULE 2 -EEO GRIEVANCE RESOLUTION PROCEDURE

This procedure is devised to effectively resolve any problem or complaint, real or imagined, which may potentially affect the relationship between the employer (Chief Executive Officer, Ministry of Sport and Recreation) and the employee (you).

The Ministry undertakes to provide information to staff on their rights in using the Ministry's grievance resolution mechanisms. All staff members and all new staff members are to be given a personal copy of this EEO Grievance Procedure.

The Ministry has appointed three Grievance Officers who will provide information, support and guidance to staff members who feel aggrieved (eg discrimination, victimisation, harassment).

Your Grievance Officers are:

Joe Macri (Perry Lakes) Telephone: (09) 387 9777

Steve Rose (Bunbury) Telephone: (097) 910 800

Faye Graham (Perry Lakes) Telephone: (09) 387 9715

The Ministry aims to deal with grievance issues internally and complainants are encouraged to exhaust all available internal resolution avenues before going to an external agency for assistance.

Should satisfactory results not be achieved internally, staff members have the option of referring their complaint direct to their union and/or the Equal Opportunity Commissioner.

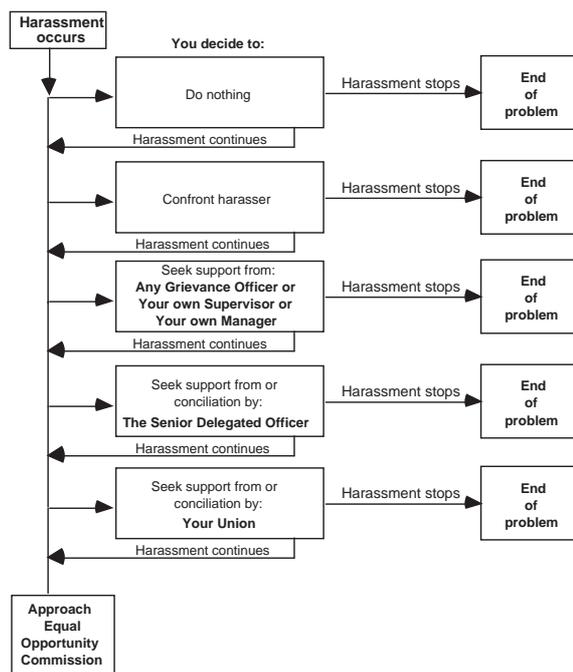
Progression through the formal grievance channel will then commence.

Making use of the following procedure means:

- (1) The choice of resolution is always yours. You do not have to take each step in turn and could, if you wish, go straight to the Equal Opportunity Commission as your first step.
- (2) You retain control. No action is taken or information given to anyone unless you so desire.

- (3) The Ministry uses the same resolution procedures in dealing with sexual harassment and harassment in relation to race, religion, political conviction, marital status, pregnancy or impairment.
- (4) Grievance Officers will ensure that the privacy of all parties is respected and that all matters under investigation will be dealt with in absolute confidentiality
- (5) No staff member involved will suffer victimisation as a result of the grievance procedures. Any person found to be victimising a complainant will be subject to the Ministry's disciplinary processes

Employees who feel that they have a grievance to be resolved should adopt the steps in the following chart:



OSBORNE COLD STORES ENTERPRISE BARGAINING AGREEMENT 1996 No. AG 125 of 1996.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION. Industrial Relations Act 1979.

The Shop, Distributive and Allied Employees' Association of Western Australia

and

Osborne Cold Stores (WA) Pty Ltd.

No. AG 125 of 1996.

COMMISSIONER R. H. GIFFORD.

21 June 1996.

Order:

REGISTRATION OF AN INDUSTRIAL AGREEMENT No. AG 125 of 1996.

HAVING heard Mr M. Pritchard on behalf of the Applicant and Mr R. Love on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders—

THAT the Osborne Cold Stores Enterprise Bargaining Agreement 1996, No. AG 125 of 1996, as specified by

the following schedule, be registered as an Industrial Agreement.

[L.S.] (Sgd.) R.H. GIFFORD,
Commissioner.

Schedule.

1.—TITLE

This Agreement shall be known as the Osborne Cold Stores Enterprise Bargaining Agreement 1996, No. AG 125 of 1996.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Scope
4. Parties Bound
5. Terms of Agreement
6. Relationship to Award
7. Wages
8. Ordinary Hours
9. Meal Money
10. Grievance Procedure
11. Signatories

3.—AREA AND SCOPE

The Area and Scope of this Agreement shall be that prescribed in the Shop and Warehouse (Wholesale and Retail Establishments) State Award 1977, No. R 32 of 1976 as amended from time to time ("the Award").

4.—PARTIES BOUND

This Agreement shall apply to and be binding on Osborne Cold Stores (WA) Pty Ltd ("The Company"), and The Shop, Distributive and Allied Employees' Association of Western Australia ("the Union") and shall apply to all employees employed at the Company's operation in Osborne Park, who are employed in the callings listed herein.

It is estimated that 11 employees' will be bound by this Agreement upon registration.

5.—TERMS OF AGREEMENT

(1) This Agreement shall operate from the date of registration and shall expire on 30 September 1997.

(2) The parties to this Agreement shall begin negotiations for a new Agreement at least 1 month prior to the expiration of this Agreement.

(3) Following its expiry, the Agreement shall continue to operate until varied by the parties or replaced by another Agreement.

6.—RELATIONSHIP TO AWARD

(1) This Agreement shall be read and interpreted wholly in conjunction with the Award, as varied from time to time, as identified in Clause 3.—Area and Scope, of this Agreement.

(2) Where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of that inconsistency. Where this Agreement is silent, Award provisions shall apply.

7.—WAGES

(1) Full Time Employees

The following wage rates shall come into effect on the first full pay period on or after the dates listed below. The wage rates are for 38 ordinary hours per week.

	As of the first full pay period on or after 30 April 1996.	As of the first full pay period on or after 31 December 1996	As of the first full pay period on or after 30 June 1997
STOREMAN	\$433.68	\$446.69	\$460.09

(2) Part time Employees

Part time employees shall receive payment for ordinary hours of work at an hourly rate of one thirty eighth of the appropriate rate prescribed by subclause (1) hereof.

(3) Casual Employees

The maximum ordinary hours that a casual employee may work in any one week is 38.

A casual employee shall be paid one thirty eighth of the appropriate rate prescribed in subclause (1) hereof, and in addition a loading in accordance with the following scale:

- (a) Where the casual engagement on any day is for a full day's work, a loading of 20%;
- (b) Where the casual engagement on any day is for less than a full day's work, a loading of 25%.

(4) An employee who is required by the employer to be in charge of a store or warehouse or other employees, shall be paid an in charge allowance for all purposes of the Agreement calculated as follows:

- (a) If placed in charge of a store or warehouse with no other employees or if placed in charge of less than three other employees—
 - 3.4% of the rate specified in subclause (1) above, as appropriate.
- (b) If placed in charge of three or more other employees but less than ten other employees—
 - 6.2% of the rate specified in subclause (1) above, as appropriate.
- (c) If placed in charge of ten or more other employees—
 - 11.2% of the rate specified in subclause (1) above, as appropriate.

(5) The minimum rates of wages payable to all junior workers covered by this award shall be as follows:

Junior Workers:

(percent of the appropriate wage prescribed in subclause (1) hereof) per week:

Under 16 years of age	40%
16 years of age to 17 years of age	50%
17 years of age to 18 years of age	60%
18 years of age to 19 years of age	70%
19 years of age to 20 years of age	80%
20 years of age to 21 years of age	90%

(6) (a) An employee shall receive an additional payment for every hour of which he/she spends 20 minutes or more in a cold chamber in accordance with the following:

In a cold chamber in which the temperature is:

- (i) Below 0° Celsius to -20° Celsius—50 cents per hour
- (ii) Below -20° Celsius to -25° Celsius—58 cents per hour
- (iii) Below -25° Celsius—67 cents per hour

(b) Employees required to work in temperatures less than -18.9° Celsius shall be medically examined at the employer's expense.

(7) The rates as set down in subclause (1) are to replace Clause 28, Part 1, subclause (1) of the award for all purposes of the Award.

8.—ORDINARY HOURS

(1) The ordinary hours of work may be worked on any or all days of the week Monday to Friday inclusive. The daily span of ordinary hours shall be 6.00 am to 6.00 pm.

(2) The ordinary hours of work shall be exclusive of meal breaks and be so rostered that an employee shall not be required to commence work on more than 5 days in each week or 10 days in each fortnight of any work cycle.

(3) The maximum number of ordinary hours to be worked in any day are 9.5 hours.

9.—MEAL MONEY

(1) When an employee is required to continue working after the usual finishing time for more than two hours he/she shall be paid \$6.50 for the purchase of any meal required.

(2) Meal money may be paid prior to the meal period on the day upon which the overtime is to be worked or as part of the normal weekly fortnightly wage as appropriate.

10.—GRIEVANCE PROCEDURE

(1) Any question, dispute or difficulty arising from this Agreement shall be dealt within accordance with the following procedure:

- (a) The matter shall first be discussed between the employee affected and the appropriate supervisor. The

employee may choose to be represented by the Union delegate.

- (b) If not settled, the matter shall be discussed between the employee an accredited representative of the union and the appropriate representative of the Company.
- (c) If not settled, the matter shall be discussed between an official of the Union and an appropriate representative of the Company.

(2) While the matter in dispute is being discussed in accordance with the procedure, as prescribed in subclause (1) hereof, work shall continue and the status quo as applying before the dispute shall be maintained. No party shall be prejudiced in relation to the final settlement by the continuance of work in accordance with this clause.

(3) It is open to either party at any time to seek the assistance of the Western Australian Industrial Relations Commission in resolving any dispute.

11.—SIGNATORIES

For and on behalf of the SHOP, DISTRIBUTIVE AND ALLIED EMPLOYEES' ASSOCIATION OF WESTERN AUSTRALIA

.....(signed).....

Signature

Joseph Bullock

NAME OF SIGNATORY

Assistant Secretary

POSITION OF SIGNATORY

For and on behalf of

OSBORNE COLD STORES (WA) PTY LTD

.....(signed).....

Signature

Ross Love

NAME OF SIGNATORY

General Manager

POSITION OF SIGNATORY

PRESTO CONSTRUCTION INDUSTRIAL AGREEMENT.

No. AG 333 of 1995.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers

and

Presto Construction Pty Ltd.

No. AG 333 of 1995.

Presto Construction Industrial Agreement.

COMMISSIONER P E SCOTT.

24 June 1996.

Order.

WHEREAS the parties presented an agreement to the Commission for registration as an Industrial Agreement in terms set out in an Order dated 30 January 1996; and

WHEREAS the Commission is satisfied that the agreement now complies with Section 41, Section 41A and Section 49A of the Industrial Relations Act, 1979;

NOW THEREFORE the Commission, having heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent and by consent, hereby orders pursuant to the powers conferred on it under the Industrial Relations Act, 1979;

THAT the Presto Construction Industrial Agreement in the terms of the following schedule be registered on

the 7th day of June 1996 with effect from the 19th day of December 1995.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement will be known as the Presto Construction Industrial Agreement.

2.—ARRANGEMENT

- 1. Title
 - 2. Arrangement
 - 3. Area and Parties Bound
 - 4. Application
 - 5. Duration
 - 6. Dispute Settlement Procedure
 - 7. Single Enterprise
 - 8. Relationship With Awards
 - 9. Enterprise Agreement
 - 10. Wage Increase
 - 11. Redundancy Pay and Superannuation
 - 12. Clothing and Footwear
 - 13. Training Allowance, Training Leave
 - 14. Seniority
 - 15. Sick Leave
 - 16. Productivity Initiatives
 - 17. No Extra Claims
 - 18. Ratification
 - 19. Termination of Agreement
- Appendix A : Wage Rates

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers (hereinafter referred to as the "Union") and Presto Construction Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Union, its officers and members, and any person eligible to be a member of the Union employed by the Company on work covered by the scope and terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award") other than work covered by the scope of AG 149 of 1994. There are approximately 15 employees covered by this Agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of ratification as indicated in Clause 18.—Ratification and shall continue in effect until 31 July 1997. Provided that nothing in this clause shall prevent the implementation of a comprehensive enterprise agreement as detailed in Clause 9.—Enterprise Agreement herein.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

This clause applies to any questions, disputes or difficulties arising out of the operation of this Agreement. The dispute settlement procedure that shall apply to this Agreement shall be in the same terms as that outlined in Clause 46.—Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act, 1979 as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the State Building Trades (Construction) Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Award the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Union and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act (ie 30 days notice of termination).

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate resulting in the wage rates in Appendix A.

11.—REDUNDANCY PAY & SUPERANNUATION

It is a term of this Agreement that the Company will continue to meet its current level of payment into the Western Australian Construction Industry Redundancy Fund and will increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$50 per week per employee (except apprentices) from 1 September 1995. Provided that nothing in this Agreement shall affect the terms of the Company's Deed of Adherence to the C+BUS Scheme.

12.—CLOTHING AND FOOTWEAR

(1) The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars per year.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year).

(2) The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

13.—TRAINING ALLOWANCE, TRAINING LEAVE

(1) From 1 October 1995 the Company agrees to pay to the Union Education and Training Fund a training allowance of 20 cents per hour per employee (except a casual or apprentice) who is either a member or eligible to be a member of the BLPPU.

(2) The Company shall have access to the audited accounts of the Union Education and Training Fund.

(3) Subject to all qualifications in this clause, an employee shall, upon application to and with approval of the Company, be granted a reasonable period(s) of leave with pay each calendar year to attend training courses conducted or approved by the National Building and Construction Industry Training Council (NBCITC) and which are applicable to the employee's employment. The Company's approval shall not be unreasonably withheld.

(4) The application for leave shall be given to the Company at least two weeks in advance of the date of commencement of the course.

(5) The time of taking leave shall be arranged so as to minimise any adverse effect on the Company's operations.

(6) The Company shall not be liable for any additional expenses associated with an employee's attendance at a training course other than the payment of wages as specified in Appendix A for up to 8 hours ordinary time per day.

(7) The employee shall provide proof of attendance at a training course if required to do so by the Company prior to receiving payment for such course.

(8) Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

(9) Any disagreement over any issue contained in this clause shall be resolved in accordance with the Dispute Settlement procedure.

14.—SENIORITY

(1) The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

(2) When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

(3) It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6.—Dispute Settlement Procedure.

(4) Provided that nothing shall prevent the Company from instantly dismissing any employee for serious misconduct.

15.—SICK LEAVE

For sick leave accrued from 1 October 1995, the following will apply:

- (a) The Company's employees shall have the option of:
 - (i) being paid up to five days unused sick leave per annum and having the balance of unused sick leave accrue and paid out on termination; or
 - (ii) having all unused sick leave accrued paid out on termination;
 - (iii) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

16.—PRODUCTIVITY INITIATIVES

In exchange for the significant wage increases and other benefits to employees which are provided in this Agreement, it is agreed that the following initiatives will be implemented as a means to improve productivity:

- (1) All demarcation issues will be resolved in accordance with the Dispute Settlement Procedure.
- (2) The parties to this Agreement agree to adopt a reasonable and flexible approach to working hours in terms of starting and finishing times. Ordinary hours may be worked between 6am and 6pm on any week day.
- (3) Meetings of Union members held on site will be kept to a minimum and, wherever possible, held at a time likely to cause minimal disruption to work being performed on site.
- (4) All parties agree to adopt a reasonable and flexible approach to inclement weather in order to minimise lost time caused through inclement weather.
- (5) Any employee elected as a Job Steward or Health and Safety Representative will be required to carry out meaningful work, as directed by the Company, in addition to his/her duties as a Job Steward or Health and Safety Representative.

17.—NO EXTRA CLAIMS

(1) The Union agrees not to pursue any additional over-award claims against the Company for the duration of this Agreement.

(2) The parties to this Agreement agree to review any provision of this Agreement which is deemed contrary to any applicable legislation enacted by either state or federal government.

18.—RATIFICATION

The signatures that follow testify to the fact that this Agreement shall come into effect from the first pay period on or after the 19th day of December 1995.

19.—TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving one month's written notice to the other that the party giving the notice wishes to terminate this Agreement.

(signed)

on behalf of the Union

(signed)

on behalf of the Company

VITO PRESTIANNI

(Print Name)

Dated this 19th day of December 1995.

APPENDIX A—WAGE RATES

(1) Builders' Labourers and Tradespersons

	1 September 1995	1 February 1996	1 August 1996	1 February 1997
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Labourer Group 1	\$13.75	\$14.21	\$14.66	\$15.11
Labourer Group 2	\$13.27	\$13.71	\$14.15	\$14.59
Labourer Group 3	\$12.92	\$13.35	\$13.77	\$14.20

	1 September 1995 Hourly Rate	1 February 1996 Hourly Rate	1 August 1996 Hourly Rate	1 February 1997 Hourly Rate
Plasterer, Fixer	\$14.29	\$14.76	\$15.23	\$15.70
Painter, Glazier	\$13.97	\$14.43	\$14.89	\$15.35
Signwriter	\$14.26	\$14.73	\$15.20	\$15.68

(2) Apprentices

Apprentices shall receive the following percentages of the applicable wage rates contained in Appendix A:

First Year	42%
Second Year	55%
Third Year	75%
Fourth Year	88%

**PVS/AUTO SERVICES/JOBSKILLS AGREEMENT
No. AG 111 of 1996.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers—Western Australian Branch

and

Professional Vocational Services & Others.

No. AG 111 of 1996.

SENIOR COMMISSIONER G.G. HALLIWELL.

18 June 1996.

Order.

HAVING heard Mr G. Sturman on behalf of the Applicant and Mr K. Roberts on behalf the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the following schedule titled the "PVS/Auto Services/Jobskills Agreement" signed for me for identification, be registered as an Enterprise Bargaining Industrial Agreement to take effect on the first pay period commencing on or after the 30th day of May 1996.

(Sgd.) G.G. HALLIWELL,
Senior Commissioner.

[L.S]

Schedule.

1.—TITLE

This agreement shall be known as the "PVS /Auto services / JOBSKILLS Agreement"

2.—ARRANGEMENT

- (1) Title
- (2) Arrangement
- (3) Object
- (4) Area and Scope
- (5) Definitions
- (6) Terms of Agreement
- (7) JOBSKILLS Trainee
- (8) Reservation
- (9) Avoidance of Industrial Disputes
- (10) Parties Bound
- (11) Signatories

3.—OBJECT

The object of this Agreement is to provide the form and substance of the conditions of employment, including rates of pay, applicable to adult trainees employed by the companies in Western Australian specified in Clause 10 hereof, facilitated through PVS under the Commonwealth Government JOBSKILLS program and who, but for this Agreement, would be covered by the Metal Trades (General) Award 1966-13 of 1965.

4.—AREA AND SCOPE

This Agreement applies to 8 employees engaged under the JOBSKILLS program by the Companies stipulated in Clause 9 hereof, through PVS in the State of Western Australia. Insofar as the terms of this Agreement vary from the terms of the Award, this Agreement shall prevail. In all other respects, the terms of the Award shall continue to operate.

5.—DEFINITIONS

(1) "PVS" shall mean Professional Vocational Services of 17 Southport Street, Leederville, WA 6007.

(2) "The Company" shall mean any of the employers named in Clause 10—Signatories hereof.

(3) PVS Auto Services/JOBSKILLS program shall mean the trial of the Commonwealth Government's JOBSKILLS program in the Auto Services Industry. The object of JOBSKILLS is to improve the long term employment prospects of people who have been unemployed for 12 months or more by equipping them with new skill, work experience and training.

(4) A JOBSKILLS trainee is an employee who is employed under the conditions applying in the Commonwealth Government JOBSKILLS program guide lines.

(5) "The Union" means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers—Western Australian Branch. (AFMEPKIU).

(6) "The Award" shall mean the Metal Trades (General) Award 1966-13 of 1965.

6.—TERMS OF AGREEMENT

(1) The Agreement shall operate from 1 January 1996 for a period of 18 months.

(2) By agreement in writing between Parties, the Agreement may be extended for up to two further periods of six months.

(3) If not renewed, or after having been renewed twice, the Agreement shall cease.

(4) The Agreement shall not be used in the arbitration of any other matter and shall not be seen as a precedent for any other matter.

7.—JOBSKILLS TRAINEE

(1) Training Conditions

(a) A JOBSKILLS TRAINEE shall attend approved on and off-the-job training prescribed in the relevant training Agreement, or as notified to the JOBSKILLS trainee by the employer or agent.

(b) Over the period of up to 26 weeks JOBSKILLS trainees will receive a mix of supervised work experience, structured training on-the-job and off-the-job and the opportunity to practice new skills in a work environment.

(c) JOBSKILLS trainees may only be engaged by employers to undertake activities under the JOBSKILLS program guide lines. The employer shall ensure that the JOBSKILLS trainee is permitted to attend the prescribed off-the-job training and is providing appropriate on-the-job training.

(d) The employer shall provide an appropriate level of supervision in accordance with the approved training plan.

(2) Employment Conditions:

(a) (i) JOBSKILLS trainees shall be engaged in addition to existing staff levels.

(ii) No existing casual or part-time employee shall have hours reduced by the employment of a JOBSKILLS trainee.

(iii) JOBSKILLS trainees shall not fill permanent positions in any establishment.

(b) JOBSKILLS trainees shall be engaged for a period of 26 weeks as full time employees

(c) JOBSKILLS trainees shall be permitted to be absent without loss of continuity of employment to attend the off-the-job training in accordance with the training plan. However, except for absences provided for under the Award, failure to attend for work or

training without an acceptable cause will result in loss of pay for the period of absence.

- (d) JOBSKILLS participants are to work only during the hours of 7.00am and 6.00pm, Monday to Friday inclusive.
- (e) The Union shall approve the involvement of all participating employers and corresponding duty statements prior to commencement of the placement.
- (f) The Union shall be afforded reasonable access to JOBSKILLS trainees, for the purposes of explaining the role and functions of the Union and enrolment of the trainee as a member, during the induction phase of each intake.
- (g) The Union shall be allowed contact by participating employers between its officials and participants in the JOBSKILLS program.
- (h) The Union may rescind approval for any participating employer where—
 - (i) Labour substitutions are occurring
 - (ii) The rights or benefits of employees are being reduced.
- (i) Where the employment of the trainee is continued after completion of the traineeship period, such traineeship period shall be counted as Service for the purpose of the relevant Award.

(3) Wages

- (a) The weekly wage payable to JOBSKILLS trainees shall be \$300.00 which shall be for all purposes of this Agreement and shall take account of the range and extent of training provided.
- (b) Where a JOBSKILLS trainee successfully completes the formal training components of the program and is offered employment which is appropriate to the training received, the C13 rate of pay shall be applied.

8.—RESERVATION

The parties to this Agreement reserve the right to seek its variation or revocation if circumstances develop in the operation of the JOBSKILLS program which adversely affect their interests, or the interests of their members, to the extent that the variation or revocation is warranted.

9.—AVOIDANCE OF INDUSTRIAL DISPUTES

(1) A procedure for the avoidance of industrial disputes shall apply in establishments covered by this award.

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

It is acknowledged that in some companies or sectors of the industry, disputes avoidance/settlement procedures are either now in place or in the process of being negotiated and it may be the desire of the immediate parties concerned to pursue those mutually agreed procedures.

(2) In other cases, the following principles shall apply—

- (a) Depending on the issues involved, the size and function of the plant or enterprise and the union membership of the employees concerned, a procedure involving up to four stages of discussion shall apply. These are—
 - (i) discussions between the employee/s concerned (and shop steward if requested) and the immediate supervisors;
 - (ii) discussions involving the employee/s concerned, the shop steward and the employer representative;
 - (iii) discussions involving representatives from the state branch of the union(s) concerned and the employer representatives;
 - (iv) discussions involving senior union officials (state secretary) and the senior management representative(s);
 - (v) there shall be an opportunity for any party to raise the issue to a higher stage.

- (b) There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (c) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded
- (d) Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised.
- (e) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Western Australian Industrial Relations Commission for assistance in resolving the dispute.
- (f) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lock-outs or any other bans or limitation on the performance of work while the procedures of negotiation and conciliation are being followed.
- (g) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practices at the workplace.

10.—PARTIES BOUND

The Union, being—

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers—Western Australian Branch (AFMEPKIU), 1111 Hay Street, West Perth WA 6005

The Employers, being—

Professional Vocational Services :	Level 10 Jardine House 184 St George's Terrace PERTH WA 6001
B.P. Sorrento	218 West Coast Drive SORRENTO WA 6020
Checkpoint Undercar Parts	77 Welshpool Road WELSHPOOL WA 6106 507 Great Eastern Highway REDCLIFFE WA 6104
Regent Motors P/L	297 Scarborough Beach Road OSBORNE PARK WA 6017
Solo Bayswater	502 Guildford Road BAYSWATER WA 6053
Prestige Automotive PTY LTD	Unit 12/45 Tomlinson Street WELSHPOOL WA 6106
Exhaust Torque	Melville Trade Centre Leach Highway MYAREE WA 6154
Caltex Malaga	Cnr Beach Road and Crocker Drive MALAGA WA 6062
Ultratune Morley	22 Rudloc Road MORLEY WA 6062
Marmion Marine	76 West Coast Drive MARMION WA 6062
Tuff Tyre Supplies	Unit 3/10 Whyalla Street WILLETTON WA 6155
TM Mechanical Repairs	Lot 301 Wellard Streets BIBRA LAKE WA 6163
Garling Street Automotive	3/103 Garling Street O'CONNOR WA 6163
Byford Tyrepower	Cnr Nettleton Road and South West Highway BYFORD WA 6201

11.—SIGNATORIES

Signed for and on behalf of

Professional Vocational Services Signed.....K. Roberts
A.C.N: 062/941/235
Dated:

Signed for and on behalf of
Supreme Motors

DELETED
A.C.N: —/—/—
Dated: —/—/—

Signed for and on behalf of
BP Sorrento

Signed.....Martin Dielesen
A.C.N: 056/384/313
Dated: 23/2/96

Signed for and on behalf of
Checkpoint Undercar Parts
Signed.....R. Charles
A.C.N: 000/091/930
Dated: 5/1/96

Signed for and on behalf of
Regent Motors
Signed.....John Lee
A.C.N:008/706/894
Dated: 12/4/96

Signed for and on behalf of
Solo Bayswater
Signed.....Terry Callan
A.C.N: —/—/—
Dated: 22/2/96

Signed for and on behalf of
Prestige Automotive Pty Ltd
Signed.....Mr R. Phillips
A.C.N:009/372/632
Dated: 8/3/96

Signed for and on behalf of
Exhaust Torque
Signed.....Simon Witham
A.C.N:059/135/723
Dated: 9/4/96

Signed for and on behalf of
Caltex Malaga North
Signed.....Leon Tal
A.C.N: —/—/—
Dated: 10/1/96

Signed for and on behalf of
Ultratune—Morley
Signed.....Alan Williams
A.C.N:071/250/238
Dated: 10/4/96

Signed for and on behalf of
Marmion Marine (1985)
Signed.....David Crisp
A.C.N: 009/017/645
Dated: 12/4/96

Signed for and on behalf of
Tuff Tyre Supplies
Signed.....Pat O'Neill
A.C.N:839/071/22
Dated: 9/4/96

Signed for and on behalf of
T M Mechanical Repairs
Signed.....Tim Mollica
A.C.N:003/065/2P
Dated: 23/2/96

Signed for and on behalf of
Westate Autoban
DELETED
A.C.N: —/—/—
Dated: —/—/—

Signed for and on behalf of
Garling Street Automotive
Signed.....Fran Moser
A.C.N: —/—/—
Dated: 5/4/96

Signed for and on behalf of
Byford Tyrepower
Signed.....Steven Fuller
A.C.N: —/—/—
Dated: 28/3/96

of April 1996 with effect from the 21st day of March 1996.

[L.S.]

(Sgd.) P. E. SCOTT,
Commissioner.

Schedule.

1.—TITLE

This Agreement will be known as the Quality Assured Projects Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship With Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Industry Standards
 12. Clothing and Footwear
 13. Training Allowance, Training Leave, Recognition of Prior Learning
 14. Seniority
 15. Sick Leave
 16. All-In Payments
 17. Pyramid Sub-Contracting
 18. Drug and Alcohol, Safety and Rehabilitation Program
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers (hereinafter referred to as the "Union") and Dirk Spelt trading as Quality Assured Projects (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Union, its officers and members, and any person eligible to be a member of the Union employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 2 employees covered by this Agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 July 1997.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46.—Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act, 1979 as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Award the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Union and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

QUALITY ASSURED PROJECTS INDUSTRIAL AGREEMENT.

No. AG 92 of 1996.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and
Plasterers Union of Workers

and

Dirk Spelt trading as Quality Assured Projects.

No. AG 92 of 1996.

Quality Assured Projects Industrial Agreement.

COMMISSIONER P E SCOTT.

21 June 1996.

Order.

HAVING heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 and by consent, hereby orders—

THAT the Enterprise Bargaining Agreement in the terms of the following schedule be registered on the 12th day

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate resulting in the wage rates in Appendix A- Wage Rates.

11.—INDUSTRY STANDARDS

It is a term of this Agreement that the Company will continue to meet its current level of payment into the Western Australian Construction Industry Redundancy Fund and will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$50 per week per employee.

12.—CLOTHING AND FOOTWEAR

(1) The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year).

(2) The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

13.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

(1) A training allowance of \$11.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

(2) Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than:

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

(3) The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

14.—SENIORITY

The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6.—Dispute Settlement Procedure.

An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

15.—SICK LEAVE

For sick leave accrued after the date of ratification of this Agreement the following will apply:

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

16.—ALL-IN PAYMENTS

(1) All-In methods of payments shall be prohibited.

(2) "All-In Payments" means any system of payment that is hourly, weekly, or daily which is either in lieu of payment for overtime, or in lieu of one or more of the various award conditions such as annual leave, public holiday payments, inclement weather, etc.

Provided that All-In payments do not include casual engagement on terms prescribed by the appropriate Award or Agreement.

(3) If an employer has been paying an employee an all in-rate he/she shall be required to pay to the employee the difference (if any) between the employee's actual earnings and what the employee would have earned had he/she been paid award rates and conditions during his/her period of employment.

In addition to making the appropriate taxation deductions from the employee's wages, the employer shall also be required to make the appropriate contributions to the C+BUSS and Portable Long Service Leave Schemes.

(4) If any party is of the view that this principle has been breached or is aware of a contracting arrangement on a site that is let to circumvent the payments prescribed under the award or this clause, the matter may, if not resolved by the head contractor, be negotiated between the parties or referred to the Western Australian Industrial Relations Commission.

(5) Any industrial action that may arise, shall be confined to the employer in breach of this clause.

17.—PYRAMID SUB-CONTRACTING

(1) "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

(2) Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

(3) Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

(4) A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

(5) Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

Common Seal

_____(signed)_____
on behalf of the Union

_____(signed)_____
on behalf of the Company

Dirk Spelt
(Print Name)

Dated this 21st day of March 1996.

APPENDIX A—WAGE RATES

	1 August 1995	1 February 1996	1 August 1996	1 February 1997
	Hourly Rate \$	Hourly Rate \$	Hourly Rate \$	Hourly Rate \$
Labourer Group 1	13.75	14.21	14.66	15.11
Labourer Group 2	13.27	13.71	14.15	14.59
Labourer Group 3	12.92	13.35	13.77	14.20
Plasterer, Fixer	14.29	14.76	15.23	15.70
Painter, Glazier	13.97	14.43	14.89	15.35
Signwriter	14.26	14.73	15.20	15.68

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAMME

(1) PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

(2) FOCUS

Site safety and the involvement of the site safety committee
Peer intervention and support
Rehabilitation

(3) WORKPLACE POLICY

- (a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- (b) The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- (c) There will be no payment of lost time to a person unable to work in a safe manner.
- (d) If this happens 3 times the employee shall be given a written warning and made aware of the availability of treatment/counselling. If the employee refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- (e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- (f) An employee having problems with alcohol and/or other drugs:
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

(4) IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will:

- (a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- (b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- (c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee member(s) at the two hour BTG Drug and Safety in the Workplace training course.

ROKLA PTY LTD INDUSTRIAL AGREEMENT.

No. AG 323 of 1995.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers

and

Rokla Pty Ltd.

No. AG 323 of 1995.

Rokla Pty Ltd Industrial Agreement.

COMMISSIONER P E SCOTT.

24 June 1996.

Order.

WHEREAS the parties presented an agreement to the Commission for registration as an Industrial Agreement in terms set out in an Order dated 16 January 1996; and

WHEREAS the Commission is satisfied that the agreement now complies with Section 41, Section 41A and Section 49A of the Industrial Relations Act, 1979;

NOW THEREFORE the Commission, having heard Mr G Giffard on behalf of the Applicant and there being no appearance on behalf of the Respondent and by consent, hereby orders pursuant to the powers conferred on it under the Industrial Relations Act, 1979;

THAT the Rokla Pty Ltd Industrial Agreement in the terms of the following schedule be registered on the 7th day of June 1996 with effect from the 8th day of December 1995.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement will be known as the Rokla Pty Ltd Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship With Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Industry Standards
 12. Clothing and Footwear
 13. Training Allowance, Training Leave, Recognition of Prior Learning
 14. Seniority
 15. Sick Leave
- Appendix

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers (hereinafter referred to as the "Union") and Rokla Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Union, its officers and members, and any person eligible to be a member of the Union employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately 2 employees covered by this Agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 July 1997.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

This clause applies to any questions, disputes or difficulties arising out of the operation of this Agreement. The dispute settlement procedure that shall apply to this Agreement shall be in the same terms as that outlined in Clause 46.—Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act, 1979 as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Award the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Union and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate resulting in the wage rates in the Appendix.

11.—INDUSTRY STANDARDS

It is a term of this Agreement that the Company will continue to meet its current level of payment into the Western Australian Construction Industry Redundancy Fund and will immediately increase its level of payment into the Construction + Building Unions Superannuation Scheme to \$50 per week per employee.

12.—CLOTHING AND FOOTWEAR

(1) The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year).

(2) The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

13.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

(1) A training allowance of \$11.00 per week per employee shall be paid by the employer to the Union Education and Training Fund.

(2) Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employer's approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an ability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than:

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

(3) The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

14.—SENIORITY

(1) The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

(2) When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

(3) It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6.—Dispute Settlement Procedure of this Agreement.

(4) An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

15.—SICK LEAVE

For sick leave accrued after the date of ratification of this Agreement the following will apply:

- (1) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (2) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

(signed)
on behalf of the Union

(signed)
on behalf of the Company

M G HARE
(Print Name)

Dated this 8th day of December 1995.

APPENDIX

	1 August 1995	1 February 1996	1 August 1996	1 February 1997
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Labourer Group 1	\$13.75	\$14.21	\$14.66	\$15.11
Labourer Group 2	\$13.27	\$13.71	\$14.15	\$14.59
Labourer Group 3	\$12.92	\$13.35	\$13.77	\$14.20
Plasterer, Fixer	\$14.29	\$14.76	\$15.23	\$15.70
Painter, Glazier	\$13.97	\$14.43	\$14.89	\$15.35
Signwriter	\$14.26	\$14.73	\$15.20	\$15.68

**TOWN OF PORT HEDLAND BEST PRACTICE
PARTNERSHIP AGREEMENT 1995.**

No. AG 86 of 1995.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union of Workers—Western Australian
Branch

and

Town of Port Hedland.

No. AG 86 of 1995.

COMMISSIONER A R BEECH.

2 July 1996.

Order.

WHEREAS an application for the registration of an industrial
agreement was made in the Commission;

AND WHEREAS the Applicant requested that the
application be withdrawn;

NOW THEREFORE I, the undersigned, Commissioner of
the Western Australian Industrial Relations Commission,
pursuant to the powers conferred on me under the Industrial
Relations Act, 1979, hereby order:

THAT the application be withdrawn by leave.

(Sgd.) A. R. BEECH,

[L.S] Commissioner.

**SALARIED OFFICERS (ASSOCIATION FOR THE
BLIND OF WA) AWARD 1995**

No. A 5 of 1995.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Hospital Salaried Officers Association of Western Australia
(Union of Workers)

and

Association for the Blind of Western Australia (Inc).

No. A 5 of 1995.

COMMISSIONER C.B. PARKS.

27 June 1996.

Order.

HAVING heard Ms C. Drew on behalf of the Applicant and
Ms M. Marchese on behalf of the Respondent, Mr D. Kelly
on behalf of the Australian Liquor, Hospitality and Miscella-
neous Workers Union, Miscellaneous Workers Division, WA
Branch and Mr A. Dzieciol on behalf of the Australian Nurs-
ing Federation, Industrial Union of Workers, Perth, and by
consent, the Commission, pursuant to the powers conferred
on it under the Industrial Relations Act, 1979, hereby makes
the Salaried Officers (Association for the Blind of WA) Award
1995 in the terms of the following Schedule which shall oper-
ate from the beginning of the first pay period commencing on
or after 21 May 1996.

(Sgd.) C.B. PARKS,

[L.S] Commissioner.

Schedule.

1.—TITLE

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

1A.—STATE WAGE PRINCIPLES DECEMBER 1993

It is a condition of this Award that any variation to its terms
on or from the 24th December, 1993, including the Arbitrated
Safety Net Adjustment of up to \$8.00 per week, shall not be
made except in compliance with the Principles set down by
the Commission in the Reasons for Decision in Matter No.
1457 of 1993.

2.—ARRANGEMENT

1. Title
- 1A. State Wage Principles December 1993
2. Arrangement
3. Effect, Area and Scope
4. Term
5. Definitions
6. Contract of Service
7. Classification/Salary Rates
8. Payment of Salaries
9. Higher Duties
10. Hours
11. Overtime
12. Meal Money
13. Holidays and Annual Leave
14. Short Leave/Bereavement Leave
15. Sick Leave
16. Parental Leave
17. Long Service Leave
18. Motor Vehicle Allowance
19. Travelling
20. Travelling Time
21. Travelling, Transfers and Relieving-Rates of Allow-
ance
22. Shift Work
23. Calculation of Penalties
24. Dirty Work
25. Protective Clothing and Uniforms
26. Board of Reference
27. Part-Time Employees
28. Casual Employees
29. Temporary Employees
30. No Reduction
31. Liberty to Apply
32. Right of Entry
33. Introduction of Change
34. Dispute Settlement Procedures
35. Enterprise Agreements
36. Jobskills Trainees
- Schedule A—Named Union Party
- Schedule B—Respondents
- Schedule C—Minimum Salaries
- Schedule D—Classification and Grading of Employ-
ees

3.—EFFECT, AREA AND SCOPE

(1) This Award shall apply to all Salaried Officers employed
by the Association for the Blind of Western Australia (Incor-
porated) and to the employer employing these employees,
within the state of Western Australia.

(2) The named parties to this Award are as set out in Sched-
ule A and Schedule B, attached hereto.

(3) The “Braille Society (Salaried Officers) Agreement,
1977” shall be superceded and replaced by this Award.

(4) This Award shall replace the “Hospital Salaried Officers
(Nursing Homes) Award No 18 and 19 of 1974” in so far as it
covers the Association for the Blind of Western Australia (In-
corporated) operating as the Braille Nursing Home.

4.—TERM

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

5.—DEFINITIONS

(1) “The Union” means the Hospital Salaried Officers As-
sociation of Western Australia (Union of Workers).

(2) “The Employer” means the Association for the Blind of
Western Australia (Incorporated).

(3) "Salaried Officer" means an employee who is engaged in a professional, administrative, supervisory, technical or clerical capacity, but shall not include persons employed as Nurses or persons employed under classifications named at Clause 34.—Wages of the Private Hospital Employees' Award 1972 at the date of registration of this Award, namely the Salaried Officers (Association for the Blind) Award, 1996 and provided it does not apply to employee's employed in frail aged hostels.

(4) "Metropolitan Area" means that area within a radius of fifty kilometres from the Perth Railway Station.

(5) "A day" means, for the purposes of Clauses 18, 20, and 22 from midnight to midnight.

(6) "Headquarters" means that location in which the principle work is carried out, as defined by the employer.

(7) "Day Employee" means an employee who works his/her ordinary hours from Monday to Friday.

(8) "Shift Employee" means an employee who is not a day employee as defined.

(9) "Temporary Employee" means an employee engaged for a specific period or periods longer than one month but less than 12 months.

6.—CONTRACT OF SERVICE

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

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

(2) (a) On the completion of six months' employment the contract of service shall be confirmed and the contract shall then be by the month unless the employer notifies the employee of an intention to continue the contract of service on a fortnightly basis for a further period of up to six months in which case the provisions of subclause (1) of this clause will apply during that period.

(b) Where the employer notifies an employee of an intention to continue the contract of service on a fortnightly basis in accordance with paragraph (a) and the employment continues for up to a total of twelve months, if the employer does not wish to retain the employee, the employer shall terminate the contract of service forthwith by one month's notice given in writing or by the payment of an amount equal to one month's salary or, if the employer fails to do so, the contract of service shall be continuous and shall be deemed to be by the month.

(3) An employee whose contract of service is by the month may terminate the contract of service by one month's notice given in writing on any day or the forfeiture of an amount equal to one month's salary provided that, a lesser period of notice may be agreed, in writing, between the employer and the employee concerned.

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

(4) The employer may terminate the contract of service of any employee, whose contract of service is by the month, by one month's notice given in writing on any day but only if—

- (a) The employer has followed the disciplinary procedure in accordance with subclause (3) of Clause 34—Dispute Settlement Procedures and is satisfied that the employee is guilty of:
 - (i) serious misconduct;
 - (ii) Wilful disobedience or disregard of any reasonable lawful order;
 - (iii) being inefficient or incompetent in the discharge of duties and such inefficiency or incompetency appears to arise from causes within the employee's control;
 - (iv) using intoxicating beverages/substances to excess; or

(v) being negligent or careless in the discharge of duties.

- (b) the employee is convicted of any indictable offence;
- (c) on the basis of medical evidence, the employee does not have the capacity to continue to carry out the duties of his/her position; or
- (d) the position occupied by an employee is no longer considered necessary.

(5) The foregoing provisions of this clause do not affect the employer's right to dismiss an employee without notice for misconduct and in such a case the salary of the employee shall be paid up to the time of dismissal only but where an employee, whose contract of service is by the month, is dismissed the cause for dismissal shall be of the kind referred to in paragraphs (a) and (b) of subclause (4) of this clause.

(6) (a) Where an employer considers that a position occupied by an employee is no longer necessary and no other employment is available to that employee the Union shall be notified in writing to that effect.

(b) The Union may, within seven days of the date upon which that notification is given, request the employer to review that decision but where an agreement is not reached in discussion between the employer and the Union the contract of service may be terminated in accordance with the provisions of subclause (4) of this clause.

(7) Where the employer seeks to terminate the services of an employee in accordance with subclauses (4) and (5) of this clause, the employer shall, upon written request, supply to the employee, a written statement setting out the full details of the incident, circumstance, event or matters upon which the employer based the decision. Each statement shall be supplied within seventy-two hours of receipt of the request.

7.—CLASSIFICATION/SALARY RATES

(1) The employer shall allocate a classification to each salaried officer on appointment. Such classification shall be determined in accordance with the provisions of Schedule D—Classification and Grading of Employees.

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

8.—PAYMENT OF SALARIES

(1) Salaries shall be paid fortnightly but, where the usual pay day falls on a holiday prescribed in Clause 13.—Holidays and Annual Leave of this Award, payment shall be made on the previous working day.

(2) A fortnights salary shall be computed by dividing the annual salary rate by 313 and multiplying the result by 12.

(3) The hourly rate shall be calculated as one seventy-fifth of the fortnights salary.

(4) (a) Salaries shall be paid by direct funds transfer to the credit of an account nominated by the employee at such bank, building society or credit union approved by the employer. Provided that where such form of payment is impractical or where some exceptional circumstances exist and by agreement between the employer and the union, payment by cheque may be made.

(b) Where the employer requires the employee to establish an account for the purpose of receiving his/her salary the employee shall pay the costs associated with the establishment and maintenance of such accounts.

(c) In respect of transfer fees associated with the transfer of funds from the employer's bank to any other bank or financial institution, such fees shall be paid by the employer.

9.—HIGHER DUTIES

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

employee's own salary and the salary of the position in which the employee is relieving.

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

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

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

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

(4) (a) An employee shall continue to be paid the higher duties allowance during:

- (i) a period of normal annual leave, which for the purposes of this clause shall mean leave referred to in sub-clause (4) and (8), and holidays mentioned in subclause (1) of Clause 13.—Holidays and Annual Leave, and time in lieu accrued during the preceding twelve months, taken in conjunction with annual leave;
- (ii) a period of long service leave of not more than one calendar month;

where the employee has been in receipt of a higher duties allowance for a continuous period of 12 months or more. An employee with less than 12 months service in the office shall receive the allowance during leave if the office remains vacant during the employee's absence and the employee resumes in the office immediately following the leave.

(b) An employee receiving an allowance under this subclause, shall not be entitled to payment of an allowance for the whole or any part of the period of leave, where the leave is in excess of that specified at paragraph (4)(a).

10.—HOURS

(1) (a) Subject to the provisions of paragraph (b) of this subclause the ordinary hours of work shall be an average of thirty seven and one half hours per week and shall be worked by one of the following arrangements:

- (i) Ordinary hours of work of thirty seven and one half per week;
- (ii) Flexitime roster covering a settlement period of four weeks;
- (iii) Actual hours of seventy five over nine days with the tenth day to be taken as a paid rostered day off;
- (iv) Such other arrangements as are agreed between the employer and employee;
- (v) Where the Union and the employer so agree, shifts of more than 10 hours but not more than 12 hours may be worked for the purpose of trialing alternative shift arrangements only.

(b) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and Union shall occur consistent with Clause 33.—Introduction of Change.

(c) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(d) An employee shall be entitled to paid breaks of up to ten minutes in total duration each day.

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

(2) Ordinary Hours

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

(3) Other Working Arrangements

(a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for:

- (i) the attendance of employees for duty on a Saturday, Sunday, Public Holiday or on a Public Service Holiday.
- (ii) the performance of shift work including work on Saturdays, Sundays, Public Holidays or on a Public Service Holiday; and
- (iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office,

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

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

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

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

(4) Flexitime Arrangements

(a) Flexitime Roster

- (i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.
- (ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
- (iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.
- (iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(4) (b) Hours of Duty

- (i) The ordinary hours of duty may be an average of 7 hours 30 minutes per day which may be worked with flexible commencement and finishing times in accordance with the provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 150 hours.
- (ii) For the purpose of leave, Public Holidays and Public Service Holidays, a day shall be credited as 7 hours 30 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor,

employees may select their own starting and finishing times within the following periods:

7.30 am to 9.30 am

12.00 noon to 2.00 pm (Minimum half an hour break.)

3.30 pm to 6.00 pm

(d) Core Periods

Employees must work in the following core periods unless unavoidably absent due to illness or approved leave.

9.30 am to 12.00 noon

2.00 pm to 3.30 pm

(e) Lunch Break

(i) An employee shall be allowed to extend the meal break between 12 noon and 2.00 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.

(ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

(i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.

(ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(4) (g) Settlement Period

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

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

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

(h) Credit Hours

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

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

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

(i) Debit Hours

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

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

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

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

(j) Maximum Daily Working Hours

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

(k) Study Leave

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

(4) (l) Overtime

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

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

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

(bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7½ hours on that day, whichever is the earlier, or

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

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

(5) Nine Day Fortnight

(a) Hours of Duty

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

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

(b) Lunch Break

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

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

(c) Special Rostered Day Off

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

(d) Leave, Public and Public Service Holidays.

For the purposes of leave, Public Holidays and Public Service Holidays, a day shall be credited as

8 hours 20 minutes notwithstanding the following:

- (i) When a Public Holiday or a Public Service Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
 - (ii) For a Public Holiday or Public Service Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.
 - (iii) A four week annual leave entitlement is equivalent to 150 hours, the equivalent to eighteen rostered working days of 8 hours 20 minutes, and two special rostered days off.
 - (iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.
- (e) Overtime
The provisions of Clause 11.—Overtime of this Agreement shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.
- (f) Study Leave
Credits for study leave will be given for educational commitments falling due between an employee's nominated starting and finishing times.

11.—OVERTIME

(1) All time worked at the direction of the employer outside the hours prescribed in Clause 10.—Hours hereof on any day Monday to Friday, both inclusive shall be paid for at the rate of time and one half for the first three hours and double time thereafter. Provided that overtime rates shall not apply until after eight ordinary hours have been worked on each day, or in the case of part-time employees, beyond their ordinary hours of work, subject to the provisions of Clause 27—Part-time Employees.

(2) All time worked at the direction of the employer on a Saturday prior to 12 noon shall be paid for at the rate of time and one half for the first three hours, double time thereafter and on Saturdays after 12 noon and on Sundays at the rate of double time.

(3) All time worked at the direction of the employer outside the hours prescribed in Clause 10.—Hours hereof on a holiday prescribed in Clause 13.—Holidays and Annual Leave of this Award shall be paid for at the rate of double time and one half.

(4) In lieu of payment for overtime an employee, on request, shall be allowed time off proportionate to the payment to which he is entitled up to a maximum of five days per annum. Such time off shall be taken at a time convenient to the employer. If the employer agrees, an employee may take time off in excess of five days per annum.

(5) Notwithstanding anything contained elsewhere in this clause an employee whose salary exceeds that determined from time to time as the maximum payable to an employee on Level 6 of Schedule C—Minimum Salaries attached to this Award, shall—

- (a) Be entitled to the benefit of the provisions of this clause if he/she is rostered to work regular overtime or is instructed by the employer to hold him/herself on call in accordance with the provisions of subclause (6) of this clause.
- (b) In all other cases, be allowed time off equivalent to the overtime worked. Such time off shall be taken at a time convenient to the employer.

(6) (a) For the purposes of this Award an employee is on-call when he/she is directed by the employer to remain at such a place as will enable the employer to readily contact him/her during the hours when the employee is not otherwise on duty. In so determining the place at which the employee shall

remain the employer may require that place to be within a specified radius from the usual place of work.

(b) (i) An employee shall be paid an hourly allowance equal to 18.75% of 1/40th of the minimum weekly rate prescribed from time to time for a Medical Scientist. Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this clause when the employee is recalled to work.

(ii) Where the employer supplies the employee with a long-range beeper, the employee shall be paid 75% of the rate prescribed in placitum (i) of this paragraph.

(c) Where the employer determines that there is a need for an employee to be on-call or to provide a consultative service and the means of contact is to be by telephone or telepage, the employer shall, where the telephone is not already installed, bear the cost of such installation.

(d) (i) Where the employee pays or contributes towards the payment of the rental of such telephone the employer shall pay the employee an amount being a proportion of the telephone rental calculated on the basis that for each seven days on which an employee is required to be on-call, the employer shall pay the employee 1/52nd of the annual rental paid by the employee.

(ii) Provided that where as a usual feature of the work an employee is regularly required to be on-call or to provide a consultative service the employer shall pay the full amount of the telephone rental.

(e) Where the employer determines that the means of contact is to be by telepage or similar device the employer shall supply such device to the employee at no extra cost to the employee.

(f) Where the employer determines otherwise or it is not possible to contact an employee by telephone or telepage, the employer may send a taxi to the employee's residence or such other place with instructions for the employee to return to work.

(g) Notwithstanding the provisions of this subclause, where the employer and the union, in writing agree, other arrangements may be made for compensation of on-call work.

(7) If an employee is recalled to work for any purpose the employee shall be paid a minimum of two hours at the appropriate overtime rate but shall not be obliged to work for two hours if the work for which the employee was recalled is completed in less time, provided that if an employee is called out within two hours of starting work on a previous call the employee shall not be entitled to any further payment for the time worked within that period of two hours.

(8) For the purpose of assessing overtime each day shall stand alone.

12.—MEAL MONEY

An employee required to work overtime before or after 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 \$5.70 for breakfast, \$7.05 for the midday meal, and \$8.45 for the evening meal: Provided that the overtime worked before or after the meal break totals not less than two hours. Such reimbursement shall be in addition to any payment for overtime to which the employee is entitled.

13.—HOLIDAYS AND ANNUAL LEAVE

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

(b) Where any of the days mentioned in subclause (1)(a) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing

Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday.

(2) (a) When any of the days observed as a holiday in this clause fall during a period of annual leave the holiday or holidays shall be observed on the next succeeding work day or days as the case may be after completion of that annual leave.

(b) When any of the days observed as a holiday as prescribed in this clause fall on a day when a shift employee is rostered off duty and the employee has not been required to work on that day the employee shall be paid as if the day was an ordinary working day or if the employer agrees be allowed to take a day's holiday in lieu of the holiday at a time mutually acceptable to the employer and the employee.

(3) (a) Any employee, subject to paragraph (b) of this subclause, who is required to work on the day observed as a holiday as prescribed in this clause in the employees normal hours of labour or ordinary hours in the case of a shift employee shall be paid for the time worked at the rate of double time and a half or if the employer agrees be paid for the time worked at the rate of time and a half and in addition be allowed to observe the holiday on a day mutually acceptable to the employer and the employee.

(b) (i) An employee who is instructed by the employer to hold him/her/self on-call in accordance with the provisions of subclause (6) of Clause 11.—Overtime on a day observed as a public holiday during the normal hours of labour or the ordinary hours in the case of a shift employee shall be allowed to observe that holiday on a day mutually acceptable to the employer and the employee.

(ii) An employee who is holding him/her/self on-call during the period specified in the preceding paragraph in accordance with subclause (6) of Clause 11.—Overtime shall be paid for any time worked during the period at the rate of time and a half in accordance with the provisions of subclause (7) of Clause 11.—Overtime.

(c) An employee who is required to work on a public holiday outside of the hours referred to in subclause (3)(a) hereof shall be paid in accordance with subclause (3) of Clause 11.—Overtime.

(4) An employee shall be entitled to two additional holidays per year in lieu of an additional holiday following the New Year's Day holiday and in lieu of Easter Tuesday. Such holidays shall be taken in accordance with the following provisions:

- (a) Subject to operational requirements the days may be taken:
 - (i) On the day that they would ordinarily fall due, and/or
 - (ii) As days added to annual leave, and/or
 - (iii) As individual days.
- (b) The days shall be taken in the year in which they accrue, unless otherwise agreed between the employer and employee.
- (c) The employee shall be paid for the days at the ordinary time rate applicable for the employee for the day or shift the employee has off.

(5) Except as hereinafter provided a period of four consecutive weeks' leave shall be allowed to an employee by the employer after each period of twelve months' continuous service with such employer.

(6) The employee shall be paid for any period of annual leave prescribed by this clause at the ordinary rate of salary, and in the case of shift employees that rate of salary shall include the shift and weekend penalties the employee would have received had the employee not proceeded on annual leave. Where it is not possible to calculate the shift and weekend penalties the employee would have received, the employee shall be paid at the rate of the average of such payments made each week over the four weeks prior to taking leave.

(7) By mutual agreement, an employee may be allowed to take the annual leave prescribed by this clause before the completion of twelve months' continuous service as prescribed by subclause (5) of this clause.

(8) (a) (i) If after one calendar month's continuous service in any qualifying twelve monthly period, an employee leaves his/her employment or his/her employment is terminated by

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

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

(ii) An employee provided for in subclause (10) of Clause 22.—Shift Work of this Award shall, in addition to the payment prescribed in paragraph (a) (i), be paid one day's pay at the ordinary rate of salary in respect of each seven Sundays and/or public holidays worked in the period, provided that the maximum additional payment shall not exceed five days' pay.

(iii) An employee who commences on the first working day of the month and works for the remainder of the month and an employee who has worked throughout a month and terminates on the last working day of a month shall be regarded as having completed that calendar month of service.

(iv) Notwithstanding paragraphs (a)(i) and (a)(ii) of this subclause, in the first and last months of an employee's service the employee is entitled to pro-rata annual leave of one working day for each completed two weeks of service.

(b) The rate prescribed in subclause (3) hereof shall be paid in lieu of the amounts to which an employee may be entitled pursuant to Clause 22.—Shift Work of this Award.

(c) If the services of an employee terminate and the employee has taken a period of leave in accordance with subclause (7) of this clause and if the period of leave so taken exceeds that which would become due pursuant to paragraph (a) of this subclause the employee shall be liable to pay the amount representing the difference between the amount received by the employee for the period of leave taken in accordance with subclause (7) of this clause and the amount which would have accrued in accordance with paragraph (a) of this subclause. The employer may deduct this amount from moneys due to the employee by reason of the other provisions of this Award at the time of termination.

(9) The annual leave prescribed in subclause (5) of this clause may by mutual agreement be taken in two portions provided that no portion shall be less than two consecutive weeks.

(10) An employee stationed north of 26° South latitude shall be entitled to an additional one week's paid leave for each completed year of service in that area with free passes South each year. An employee with dependents shall be granted free passes South each year for his/her spouse and dependent family under sixteen years of age.

(11) When on annual leave an employee who does not avail him/her/self of the board and lodging provided in the employees classification shall be granted an allowance for the period of leave at the rate of \$3.00 per week.

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

(13) (a) An employee shall be paid a loading of 17.5 per cent calculated on the rate as prescribed in subclause (6) of this clause.

(b) Shift employees when proceeding on annual leave including accumulated annual leave shall be paid:

- (i) shift and weekend penalties the employee would have received had he/she not proceeded on annual leave, or;
- (ii) a loading equivalent to 20% of normal salary; whichever is the greater.

(c) Provided that:

- (i) The maximum loading payable shall not exceed the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau

of Statistics, for the September quarter of the year immediately preceding that in which the leave commences.

- (ii) The maximum loading payable to shift employees who are granted an additional weeks penalty leave shall not exceed 5/4th of the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau of statistics, for the September quarter of the year immediately preceding that in which the leave commences.

(d) The loading prescribed in this subclause shall not apply to proportionate leave on termination.

(e) The loading prescribed in this subclause shall be payable on Retirement, provided the employee is over 55 years of age.

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

14.—SHORT LEAVE/BEREAVEMENT LEAVE

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

(2) Notwithstanding the provisions of subclause (1), in accordance with the Minimum Conditions of Employment Act, 1993, on the death of an employee's:

- (a) spouse or defacto spouse,
- (b) child or step-child,
- (c) parent or step-parent, or
- (d) any other person who, immediately before that person's death, lived with the employee as a member of the employee's family,

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

15.—SICK LEAVE

(1) An employee who is incapacitated for duty in consequence of illness or injury shall as soon as possible advise his/her supervisory officer in sufficient time to enable arrangements to be made for the performance of the employees duties. Any such employee who fails to do so shall be treated as absent without leave.

(2) An employee so incapacitated for duty shall notify his/her supervisory officer in sufficient time of the date on which he/she will resume duty, to enable any necessary arrangements to be made.

(3) (a) An application for leave of absence on the grounds of illness exceeding two consecutive working days shall be supported by the certificate of a registered medical practitioner or, where the nature of illness consists of a dental condition and the period of absence does not exceed five consecutive working days by a certificate of a registered dentist.

(b) The number of days' leave of absence which may be granted without the production of the certificate required by paragraph (a) of this subclause shall not exceed, in the aggregate, five working days in any one calendar year.

(4) Subject to the provisions of subclause (3) of this clause no leave of absence on the grounds of illness shall be granted with pay without the production of a medical certificate.

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

(5) Where an employee is ill during the period of annual leave for recreation and produces at the time or as soon as practicable thereafter medical evidence to the satisfaction of the employer that the employee is or was as a result of illness confined to the place of residence or a hospital for a period of at least seven days, may, with the approval of the employer, be granted at a time convenient to the employer additional leave equivalent to the period of confinement.

(6) Where an employee is ill during the period of long service leave and produces at the time or as soon as practicable thereafter medical evidence to the satisfaction of the employer that he/she is or was confined to the place of residence or a hospital for a period of at least fourteen days, the employee may, with the approval of the employer, be granted at a time convenient to the employer additional leave equivalent to the period of confinement.

(7) The basis for determining the leave of absence on the grounds of illness that may be granted shall be ascertained by crediting the employee concerned with the following periods, but the leave shall be cumulative—

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

(8) When an employee is duly absent on account of illness and the entitlement to sick leave on full pay is exhausted, the employee may, with the approval of the employer, elect to convert any part of the entitlement to sick leave on half pay to sick leave on full pay, but so that the sick leave entitlement on half pay is reduced by two days for each day of sick leave on full pay that is received by the conversion.

(9) No leave of absence on account of illness shall be granted with pay, if the illness has been caused by the misconduct of the employee or in any case of absence from duty without sufficient cause.

(10) An employee who is duly absent on leave without pay is not eligible for absence of leave on account of illness under this clause during the currency of that leave without pay.

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

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

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

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

16.—PARENTAL LEAVE

(1) (a) "Adoption", in relation to a child, is a reference to a child who:

- (i) is not the natural child or the step child of the employee or the employee's spouse;
- (ii) is less than five years of age; and
- (iii) has not lived continuously with the employee for a period of six months or more.

(b) "Continuous service" means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause; or
- (iii) any period of leave or absence authorised by the employer or by the Award.

(c) "Expected date of birth" means the day certified by a medical practitioner to be the day on which the medical

practitioner expects the employee or the employee's spouse, as the case may be, to give birth to a child.

(d) "Parental leave" means leave provided for by subclause (2) of this clause.

(e) "Spouse" includes a defacto or a former spouse, in the case of Maternity Leave or Paternity Leave, but a defacto spouse only, in the case of Adoption Leave.

(2) Entitlement to Parental Leave

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

- (a) the birth of a child to the employee or the employee's spouse; or
- (b) the placement of a child with the employee with a view to the adoption of the child by the employee.
- (c) An employee is not entitled to take parental leave at the same time as the employee's spouse but this paragraph does not apply to:
 - (i) one week's parental leave taken by the male parent immediately after birth of the child; or
 - (ii) three weeks parental leave taken by the employee and the employee's spouse immediately after a child has been placed with them with a view to their adoption of the child.
- (d) The entitlement to parental leave is reduced by any period of parental leave taken by the employee's spouse in relation to the same child, except the period of one week's leave referred to in paragraph (c) (i).

(3) Special Adoption Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(4) Notice Period

- (a) The employee shall give the employer at least 10 weeks' notice of his or her intention to take parental leave.
- (b) The employee shall notify the employer of the dates on which he or she wishes to start and finish the leave.
- (c) An employee shall not be in breach of this Clause as a consequence of failure to give the required notice if such failure is occasioned by:
 - (i) the confinement occurring earlier than the expected date; or
 - (ii) the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.
- (d) Notwithstanding the provisions of Clause 6.—Contract of Service a pregnant employee who has not applied for leave in accordance with the provisions of this clause shall be deemed to have resigned six weeks before the expected date of birth.
- (e) As soon as practicable an employee shall notify the employer of any change in the information provided pursuant to this Clause.

(5) Certification

- (a) An employee who has given notice of his or her intention to take parental leave, other than for adoption, is to provide to the employer a certificate from a medical practitioner stating that the employee or the employee's spouse, as the case may be, is pregnant and the expected date of birth.
- (b) An employee who has given notice of his or her intention to take parental leave for adoption, is to provide to the employer:
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or

- (ii) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending an application for an adoption order.

(6) Notice of Spouse's Parental Leave

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

(7) Transfer to a Safe Job

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

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

(8) Maternity Leave Before and After Confinement

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

(9) Variation of Period of Parental Leave

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

(10) Cancellation of Parental Leave

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

(11) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after twenty-eight weeks other than by the birth of a living child then:
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, or

(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

- (b) Where a employee then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed twelve months.
- (c) For the purposes of subclauses (2), (8), (12), (14) and (15) hereof, maternity leave shall include special maternity leave.
- (d) A employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (7), to the position she held immediately before such transfer.

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

(12) Parental Leave and Other Leave Entitlements

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

(13) Return to Work After Parental Leave

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

(14) Effect of Parental Leave on Employment

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

(15) Termination of Employment

- (a) An employee on parental leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) An employer shall not terminate the employment of a employee on the ground of pregnancy or absence

on parental leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(16) Replacement Employees

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

(17) Eligibility

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

17.—LONG SERVICE LEAVE

(1) An employee shall be entitled to three months' long service leave on full pay on completion of—

- (a) seven years' continuous service under the terms of this award, or
- (b) eight and a half years' continuous service, of which not less than eighteen months shall have been served in a capacity which would normally entitle that employee to long service leave on the basis laid down for full-time State Government wages employees.

(2) For each and every subsequent period of seven years' continuous service an employee shall be entitled to an additional three calendar months' long service leave on full pay.

(3) Upon application by an employee, an employer may approve of the taking by the employee—

- (a) of double the period of long service leave entitlement on half pay, in lieu of the period of long service leave entitlement on full pay; or
- (b) of any portion of the long service leave entitlement on full pay or double such period on half pay.
- (c) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.
- (d) Notwithstanding the provisions of paragraph (b) of this subclause an employee who has elected to compact an accrued entitlement to long service leave in accordance with paragraph (c) of this subclause shall only take such leave in one period of full pay.

(4) Continuous service shall not include the period during which an employee is on long service leave or any period exceeding two weeks an employee is absent on leave without pay or any service an employee may have before reaching the age of eighteen years.

(5) An employee who resigns or is dismissed, shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date on which the employee resigned or the date of the offence for which the employee is dismissed.

(6) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.

(7) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding six months.

(8) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases—

- (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
- (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of retirement.
- (c) To the spouse of a deceased employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of death.

(9) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.

(10) Long service leave accrued prior to the issue of this Award shall remain to the credit of each employee.

(11) Subject to the provisions of subclauses (4), (5), (7), (8) and (12) of this clause, the service of an employee shall not be deemed to have been broken—

- (a) if the employment is ended by the employer for any reason other than misconduct or unsatisfactory service but only if—
 - (i) the employee resumes employment with the employer not later than six months from the day on which the previous employment ended; and
 - (ii) payment pursuant to subclause (8) of this clause has not been made; or
- (b) by any absence approved by the employer as leave whether with or without pay.

(12) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from duties in the employers service, but does not include—

- (a) any period exceeding two weeks during which the employee is absent on leave without pay;
- (b) any period during which the employee is taking a long service leave entitlement or any portion thereof;
- (c) any service of the employee prior to attaining the age of eighteen years;
- (d) Any service of the employee who resigns or is dismissed other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave under this clause.

18.—MOTOR VEHICLE ALLOWANCE

(1) Allowance for Employees Required to Supply and Maintain a Vehicle as a Term of Employment

- (a) An employee who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment and who is not in receipt of an allowance provided by subclause (5) shall be reimbursed monthly in accordance with the appropriate rates set out in subclause (7) for journeys travelled on official business and approved by the employer or an authorised employee.
- (b) An employee who is reimbursed under the provisions of subclause (1)(a) will also be subject to the following conditions.

- (i) For the purposes of subclause (1)(a) an employee shall be reimbursed with the appropriate rates set out in subclause (7) for the distance travelled from the employee's residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.
- (ii) Where an employee, in the course of a journey, travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in subclause (7).
- (iii) Where an employee does not travel in excess of 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 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 the employer's representative to elect to waive the requirement that an employee supply and maintain a motor vehicle for use on official business, but three months' written notice of the intention so to do shall be given to the employee concerned.

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

- (a) An employee not required to supply and maintain a motor vehicle as a term of employment who is required to relieve an employee required to supply and maintain a motor vehicle as a term of employment shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in subclause (7) for all journeys travelled on official business and approved by the employer or an authorised employee where the employee is required to use his/her

vehicle on official business whilst carrying out the relief duties.

- (b) For the purposes of subclause (2)(a) an employee shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in subclause (7) for the distance travelled from the employee's residence to place of duty and the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.

- (c) Where an employee, in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in subclause (7).

- (d) For the purposes of this subclause the allowance provided in subclause (1)(b), (iii) and (iv) shall not apply.

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

- (a) An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by the employer or an authorised employee voluntarily consents to use the vehicle and who is not in receipt of an allowance provided by subclause (5) shall, for journeys travelled on official business approved by the employer or an authorised employee be reimbursed all expenses incurred in accordance with the appropriate rates set out in subclauses (8) and (9).

- (b) For the purpose of subclause (3)(a) an employee shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and headquarters and the return distance from headquarters to residence.

- (c) Where an employee in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in subclause (8).

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

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

(5) Commuted Allowance

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

(6) Increase of Inadequate Rates:

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

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

Area and Details	Engine Displacement (in cubic centimetres)		
	Over 2600 cc	Over 1600 cc - 2600 cc	1600 cc and Under
Metropolitan Area			
First 4,000 km	103.5	90.8	77.4
Over 4,000—8,000 km	44.5	39.2	34.3
Over 8,000—16,000 km	24.8	22.0	19.9
Over 16,000 km	26.9	23.7	21.1

Area and Details	Engine Displacement (in cubic centimetres)		
	Over 2600 cc	Over 1600 cc - 2600 cc	1600 cc and Under
South West Land Division			
First 4,000 km	105.9	93.3	79.8
Over 4,000—8,000 km	45.5	40.2	35.2
Over 8,000—16,000 km	25.3	22.5	20.3
Over 16,000 km	27.1	23.9	21.3
North of 23.5 Degrees South Latitude			
First 4,000 km	119.1	105.4	90.4
Over 4,000—8,000 km	50.5	44.9	39.2
Over 8,000—16,000 km	27.7	24.7	22.2
Over 16,000 km	28.1	24.9	22.1
Rest of the State			
First 4,000 km	109.4	96.2	82.1
Over 4,00—8,000 km	47.0	41.4	36.3
Over 8,000—16,000 km	26.2	23.2	21.0
Over 16,000 km	27.6	24.3	21.7

(8) Voluntary Use of a Motor Car

Area and Details	Engine Displacement (in cubic centimetres)		
	Over 2600 cc	Over 1600 cc	1600 cc and Under -2600 cc
Metropolitan Area	49.4	43.5	37.9
South West Land Division	50.5	44.6	38.9
North of 23.5 Degrees South Latitude	56.2	50.0	43.5
Rest of the State	52.2	46.0	40.0

(9) Voluntary Use of a Motor Cycle

Distance Travelled During a Year on Official Business	Rate c/km
Rate per kilometre	17.1

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

- (a) "A year" means twelve months commencing on the first day of July and ending on the thirtieth day of June next following.
- (b) "South West Land Division" means the South West Land Division as defined by section 28 of the Land Act, 1933-1971, excluding the area contained within the Metropolitan Area.
- (c) "Rest of the State" means that area south of 23.5 degrees south latitude, excluding the Metropolitan Area and the South West Land Division.
- (d) "Term of Employment" means a requirement made known to the employee at the time of applying for the position by way of publication in the advertisement for the position, written advice to the employee contained in the offer for the position or oral communication at interview by an interviewing employee and such requirement is accepted by the employee either in writing or orally.

(11) The allowances in this clause shall be varied in accordance with any movement in the allowances in the Public Service Award, 1992.

19.—TRAVELLING

(1) An employee who travels on official business shall be reimbursed reasonable expenses in accordance with the provisions of this Clause.

(2) When a trip necessitates an overnight stay away from headquarters and the employee—

is supplied with accommodation and meals free of charge, or

attends a course, conference, etc., where the fee paid includes accommodation and meals, or

travels by rail and is provided with a sleeping berth and meals, or

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

reimbursement shall be in accordance with the rates prescribed in Column A, Items 1, 2 or 3 of Clause 21.- Travelling, Transfers and Relieving—Rates of Allowance.

(3) When a trip necessitates an overnight stay away from headquarters and the employee is fully responsible for his/her own accommodation, meals and incidental expenses—

(i) Where hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items 4 to 8 of Clause 21.

(ii) Where other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items 9, 10 or 11 of Clause 21.

(4) To calculate reimbursement under subclauses (2) and (3) for a part of a day, the following formulae shall apply—

(i) If departure from headquarters is:

Before 8.00 a.m.—100% of the daily rate.

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

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

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

(ii) If arrival back at headquarters is:

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

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

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

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

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

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

(6) When it can be shown to the satisfaction of the employer by the production of receipts that reimbursement in accordance with Clause 21. does not cover an employee's reasonable expenses for a whole trip the employee shall be reimbursed the excess expenditure.

(7) In addition to the rates contained in Clause 21. an employee shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.

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

(9) Reimbursement of expenses shall not be suspended should an employee become ill whilst travelling, provided

leave for the period of such illness is approved in accordance with the provisions of this award, and the employee continues to incur accommodation, meal and incidental expenses.

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

(11) An employee who is relieving at or temporarily transferred to any place within a radius of fifty kilometres measured from headquarters shall not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires an absence from headquarters over the usual midday meal period shall be paid the rate prescribed by Item 16 for each meal necessarily purchased provided that:

(i) such travelling is not a normal feature in the performance of duties; and

(ii) such travelling is not within the suburb in which the employee resides; and

(iii) the total reimbursement under this subclause for any one pay period shall not exceed the amount prescribed by Item 17.

20.—TRAVELLING TIME

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

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

	Column A Daily Rate	Column B Daily Rate Officers With Dependents	Column C Daily Rate Officers Without Dependents
	\$	\$	\$
ALLOWANCE TO MEET INCIDENTAL EXPENSES			
1 W.A.—South of 26° South Latitude	6.95		
2 W.A.—North of 26° South Latitude	8.85		
3 Interstate	8.85		
ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL			
4 W.A.—Metropolitan Hotel or Motel	118.45	59.25	39.50
5 Locality South of 26° South Latitude	99.70	49.85	33.25
6 Locality North of 26° South Latitude:			
Broome	177.85	88.95	59.30
Camarvon	119.95	60.00	40.00
Dampier	116.60	58.30	38.85
Derby	128.75	64.60	42.90
Exmouth	124.70	62.35	41.55
Fitzroy Crossing	147.85	73.95	49.30
Gascoyne Junction	83.70	41.85	27.90
Halls Creek	154.85	77.45	51.60
Karratha	193.85	96.95	64.60
Kununurra	145.75	72.90	48.60
Marble Bar	127.85	63.95	42.60
Newman	176.85	88.45	58.95
Nullagine	74.85	37.45	24.95
Onslow	98.85	49.45	32.95
Panawonica	104.35	52.20	34.80
Paraburdoo	156.35	78.20	52.10
Port Hedland	157.40	78.70	52.45
Roebourne	93.35	46.70	31.10
Sandfire	85.85	42.95	28.60
Shark Bay	120.10	60.05	40.05
Tom Price	140.60	70.30	46.85
Turkey Creek	84.85	42.45	28.30
Wickham	129.00	64.50	43.00
Wyndham	110.85	55.45	36.95
7 Interstate—Capital City			
Sydney	171.60	85.80	57.20
Melbourne	162.30	81.15	54.10
Other Capitals	150.15	75.10	50.15
8 Interstate—Other than Capital City	99.70	49.85	33.25
ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL			
9 W.A.—South of 26° South Latitude	47.50		

	Column A Daily Rate	Column B Daily Rate Officers With Dependents	Column C Daily Rate Officers Without Dependents
	\$	\$	\$
10 W.A.—North of 26° South Latitude	59.20		
11 Interstate	59.20		
TRAVEL NOT INVOLVING AN OVERNIGHT STAY, OR TRAVEL INVOLVING AN OVERNIGHT STAY WHERE ACCOMMODATION ONLY IS PROVIDED			
12 W.A.—South of 26° South Latitude:			
Breakfast	9.40		
Lunch	9.40		
Evening Meal	21.75		
13 W.A.—North of 26° South Latitude:			
Breakfast	10.20		
Lunch	15.20		
Evening Meal	24.95		
14 Interstate:			
Breakfast	10.20		
Lunch	15.20		
Evening Meal	24.95		
DEDUCTION FOR NORMAL LIVING EXPENSES			
15 Each Adult	16.90		
16 Each Child	2.90		
MIDDAY MEAL (Clause 19(11))			
17 Rate per meal	4.10		
18 Maximum reimbursement per pay period	20.50		

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

22.—SHIFT WORK

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

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

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

(3) For the purposes of this clause:

- (a) "Day Shift" shall mean a shift which commences after 6.00 a.m. and before midday and finishes before 6.00 p.m.
- (b) "Afternoon Shift" shall mean a shift which commences at or after midday and before 6.00 p.m. and finishes after 6.00 p.m.
- (c) "Night Shift" shall mean a shift which commences at or after 6.00 p.m. and before midnight.

(4) (a) A shift employee shall be paid the following loadings:

- (i) Twelve and one half per cent of the daily rate of salary for each afternoon or night shift worked in ordinary hours.
- (ii) Fifty per cent of the daily rate of salary for each shift worked on a Saturday or a Sunday in ordinary hours.
- (iii) One hundred and fifty per cent of the daily rate of salary for a shift worked on a public holiday in ordinary hours. Provided that if the employer agrees he/she may be paid a loading of fifty per cent of his/her daily rate of salary and in addition be allowed to observe the holiday on a day mutually acceptable to the employer and the employee.

(b) The loading prescribed in subclause (a) hereof shall be in addition to the shift employee's ordinary salary as prescribed and he/she shall be paid the loading applicable to the majority of the shift.

(5) All time worked by a shift employee outside his/her ordinary hours shall be paid for as overtime in accordance with Clause 11.—Overtime.

(6) If it becomes necessary for a shift employee to work two consecutive shifts occasioned by the absence of another employee, he/she shall not be required to attend for duty within 10 hours of ceasing duty on the second shift.

(7) When any of the days observed as a holiday as prescribed in this Award falls on a day when a shift employee is rostered off duty and the employee has not been required to work on that day he/she shall be paid as if the day was an ordinary working day or if the employer agrees be allowed to take a day's holiday in lieu of the holiday at a time mutually acceptable to the employer and the employee.

(8) A shift employee shall be entitled to pro rata payment of the annual leave loading in the same circumstances as other employees covered by this Award.

(9) (a) Each shift employee shall be supplied by the employer with a copy of his/her shift roster upon commencement on shift work and one copy shall be posted in a conspicuous place in the particular work area concerned.

(b) The shift roster shall not be altered except in accordance with the provisions of subclause (2) of this clause and no employee shall be required to alter his/her ordinary rostered hours, except with his/her consent.

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

- (i) If 35 ordinary shifts on such days have been worked—one week.
- (ii) If less than 35 ordinary shifts on such days have been worked the employee shall be entitled to have one additional day's leave for each seven ordinary shifts so worked, provided that the maximum additional leave shall not exceed five working days.

(b) After one month's continuous service in any qualifying twelve monthly period, a shift employee referred to in paragraph (a) hereof, whose employment terminates, shall be paid five-twelfths of a week's pay at his/her ordinary rate of salary in respect to each completed month of continuous service if his/her employment terminates in circumstances other than those referred to in subclause (8)(a) of Clause 13.—Holidays and Annual Leave.

(11) (a) When a shift employee, other than a shift employee referred to in subclause (10) hereof, proceeds on annual leave he/she shall be paid a loading of either 17.5% of the ordinary salary for four weeks or an amount equivalent to the shift and weekend penalties the employee would have received if he/she had not proceeded on annual leave, whichever amount is the greater.

(b) When a shift employee, referred to in subclause (10) hereof, proceeds on annual leave he/she shall be paid a loading of 20% of his/her ordinary salary for five weeks or an amount equal to the shift and weekend penalties the employee would have received if he/she had not proceeded on annual leave, whichever amount is the greater.

(c) The loadings referred to in this subclause shall be paid at the time the employee takes his/her leave and where the employee takes annual leave in two or more periods he/she shall be paid one twentieth of the loading (or one twenty fifth of the loading in the case of a shift employee referred to in subclause (10) hereof) for each day of leave taken.

23.—CALCULATION OF PENALTIES

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

24.—DIRTY WORK

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

25.—PROTECTIVE CLOTHING AND UNIFORMS

(1) Where an employee is required by the employer to wear a special uniform such uniform shall be provided and laundered by the employer at his own expense.

(2) Where an employee is required by the employer, and/or the nature of the work requires the wearing of protective clothing, the employer shall provide and launder such protective clothing at the employer's expense.

26.—BOARD OF REFERENCE

(1) The Commission hereby appoints for the purposes of this Award, a Board of Reference consisting of a Chairman and two other members who should be appointed pursuant to s.48 of the Industrial Relations Act, 1979.

(2) The Board of Reference is hereby assigned the function of determining any dispute between the parties in relation to any matter which, under this Award may be allowed, approved, fixed, determined, or dealt with by a Board of Reference.

27.—PART-TIME EMPLOYEES

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

(2) (a) Notwithstanding anything contained in this Award an employee may be regularly employed to work less hours per week than are prescribed in Clause 10.—Hours and such hours may be worked in less than five days per week.

(b) A part-time employee may work shifts additional to the rostered shifts at ordinary rates, subject only to the normal rostering parameters of a full-time employee, where the employee has previously indicated a willingness to work extra shifts or where the extra shift was arranged prior to the completion of the employee's previous shift. Provided that a part-time employee shall not be required to work an extra shift.

(3) When an employee is employed under the provisions of this clause, the employee shall be paid at a rate pro-rata to the rate prescribed for the class of work in which he/she is engaged in the proportion to which the weekly hours bear to 37 1/2.

(4) When an employee is employed under the provisions of this clause, he/she shall be entitled to annual leave, long service leave, holidays, sick leave, and any allowances in accordance with the provisions of this Award with payment being in the proportion to which his/her weekly hours bear to the weekly hours of an employee engaged full time in that class of work.

28.—CASUAL EMPLOYEES

(1) A "casual employee" means an employee who is not employed on a regular basis and who is engaged by the employer for a period of not exceeding one month in duration.

(2) Where an employee is employed under the provisions of this clause, the employee shall be paid at a rate pro-rata to the rate prescribed for the class of work on which he/she is engaged in proportion to which the weekly hours bear to 37 1/2.

(3) In lieu of entitlements for annual leave, holidays and sick leave prescribed in this Award, a casual employee shall be paid a loading of 25 per cent.

29.—TEMPORARY EMPLOYEES

(1) "Temporary Employee" means an employee engaged for a specific period or periods longer than one month but less than 12 months.

(2) A temporary employee shall accrue and be paid all the benefits prescribed by this Award from time worked as if the employee was permanently employed, notwithstanding breaks in employment, and shall be entitled to receive or give, as the case may be, two weeks notice of termination of the contract of service, and shall either be paid or forfeit, as the case may be, two week's pay if the required notice is not given.

30.—NO REDUCTION

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

31.—LIBERTY TO APPLY

(1) Liberty is reserved to the applicant to apply to amend:

- (a) Schedule C—Minimum Salaries, at any time;
- (b) All allowances, any time after the expiration of three months from the date of issue of this award; and/or
- (c) Schedule D—Classification and Grading of employees, at any time.

(2) Notwithstanding the provisions of this Award and subject to s40 of the Industrial Relations Act, 1979, where the Employer and the Union agree, the parties shall be at liberty to apply to amend the provisions contained within this Award.

32.—RIGHT OF ENTRY

(1) An accredited representative of the Union shall be entitled to enter the business premises of the employer and interview an employee subject to the following:

- (a) On arrival at the Workplace the union representative shall seek permission to enter the premises from the employer or his/her senior representative.
- (b) Agreement between the union representative and the employer shall be sought as to where and subject to what conditions the employee may be interviewed or work inspected.

(2) Failing agreement on the foregoing, the following shall apply:

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

33.—INTRODUCTION OF CHANGE

(1) (a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union.

(b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(2) (a) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in subclause (1) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.

(b) The discussion shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in subclause (1) hereof.

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

34.—DISPUTE SETTLEMENT PROCEDURE

(1) Preamble

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

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

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

(2) Procedure

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

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

(3) Disciplinary Procedure

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

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

(4) Access to the Industrial Relations Commission

The settlement procedures provided by this clause shall be applied to all manner of disputes referred to in subclause (1)

hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.

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

(5) Provision of Services

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

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

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

(6) Industry Wide Issues

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

(7) Definitions

For the purpose of this procedure:

“employer” means the officer nominated at each work site.

“senior officer” means an officer nominated by management.

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

“work site” means as agreed between the parties.

(8) Breach of Procedure

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

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

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

35.—ENTERPRISE AGREEMENTS

(1) (a) The employer and employees covered by this award, may reach agreement to vary any provision of this award to meet the requirements of the employer's business and the aspirations of the employees concerned.

(b) Such agreements shall be subject to the procedures contained in subclause (2) of this Clause.

(2) (a) The proposed variations shall be committed to writing, and shall be the subject of negotiation between the persons directly concerned with their effect.

(b) Nothing in this clause shall prevent the employees from seeking advice from, or representation by, the union during such negotiations.

(c) Any agreement reached out of this negotiation process shall be committed to writing and, if the union has not been involved in the negotiations, a copy shall be sent to the Secretary of the Union.

(d) Where the agreement represents the consent of the employer and the majority of the employees concerned, the union shall not unreasonably oppose the terms of that agreement.

(3) Prior to the employer and the employees giving effect to the terms of the negotiated agreement, it shall be submitted to the Western Australian Industrial Relations Commission for inclusion in the award.

36.—JOB SKILLS TRAINEES

(1) Scope

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

(2) Definition

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

(3) Training Conditions

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

(4) Employment Conditions

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

(5) Wages

The weekly wages payable to JOBSKILLS trainees shall be \$300 in line with the Commonwealth JOBSKILLS Program Guidelines. It is rate for all purposes of the award/industrial agreement and takes account of the extent of training provided.

(6) No Precedent

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

(7) Reservation

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

(8) Notwithstanding the provisions of Clause 6—Contract of Service, where a Jobskills trainee obtains employment with an employer where the customary period of notice is less than four weeks notice, the trainee may give the notice of termination equivalent to that customarily required by the new

employer, provided that, except by agreement between the employer and the trainee, such period of notice shall be no less than one week.

SCHEDULE A.—NAMED UNION PARTY

Hospital Salaried Officers Association of Western Australia (Union of Workers) is a named party to this Award.

SCHEDULE B.—RESPONDENTS

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

SCHEDULE C.—MINIMUM SALARIES

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

(2) Minimum Salaries.

LEVELS	Salary P/Annum	1st Arbitrated Safety Net Adjustment	2nd Arbitrated Safety Net Adjustment	Salary P/Annum Total Min Rate
LEVEL 1				
UNDER 17 YEARS OF AGE	10452	214	215	10881
17 YEARS OF AGE	12206	250	251	12707
18 YEARS OF AGE	14248	292	293	14833
19 YEARS OF AGE	16491	338	339	17168
20 YEARS OF AGE	18520	380	381	19280
21 YEARS OF AGE				
1ST YEAR OF SERVICE	20343	417	418	21178
22 YEARS OF AGE				
2ND YEAR OF SERVICE	20997	417	418	21832
23 YEARS OF AGE				
3RD YEAR OF SERVICE	21647	417	418	22482
24 YEARS OF AGE				
4TH YEAR OF SERVICE	22295	417	418	23130
LEVEL 2	22946	417	418	23781
	23597	417	418	24432
	24346	417	418	25181
	24864	417	418	25699
	25629	417	418	26464
LEVEL 3	26533	417	418	27368
	27236	417	418	28071
	27975	417	418	28810
	29154	417	418	29989
LEVEL 4	29771	417	418	30606
	30696	417	418	31531
	31647	417	418	32482
	32998	417	418	33833
LEVEL 5	33702	417	418	34537
	34669	417	418	35504
	35664	417	418	36499
	36688	417	418	37523
LEVEL 6	38660	417	418	39495
	40124	417	418	40959
	42204	417	418	43039
LEVEL 7	43317	417	418	44152
	44727	417	418	45562
	46188	417	418	47023
LEVEL 8	48323	417	418	49158
	50073	417	418	50908
LEVEL 9	52721	417	418	53556
	54563	417	418	55398
LEVEL 10	56580	417	418	57415
	59824	417	418	60659
LEVEL 11	62415	417	418	63250
	65050	417	418	65885
LEVEL 12	68663	417	418	69498
	71104	417	418	71939
	73888	417	418	74723

- (a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

- (b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

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

(3) Salaries.—Specified Callings and Other Professionals

- (a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist,

Librarian, Occupational Therapist, Orthoptist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows:

	Salary P/Annum	1st Arbitrated Safety Net Adjustment	2nd Arbitrated Safety Net Adjustment	Salary P/Annum Total Min Rate
LEVEL 3/5	26533	417	418	27368
	27975	417	418	28810
	29771	417	418	30606
	31647	417	418	32482
	34669	417	418	35504
LEVEL 6	36688	417	418	37523
	38660	417	418	39495
	40124	417	418	40959
LEVEL 7	42204	417	418	43039
	43317	417	418	44152
	44727	417	418	45562
LEVEL 8	46188	417	418	47023
	48323	417	418	49158
	50073	417	418	50908
LEVEL 9	52721	417	418	53556
	54563	417	418	55398
LEVEL 10	56580	417	418	57415
	59824	417	418	60659
LEVEL 11	62415	417	418	63250
	65050	417	418	65885
LEVEL 12	68663	417	418	69498
	71104	417	418	71939
	73888	417	418	74723

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

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

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

- (c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.
- (d) The employer in allocating levels pursuant to paragraph (b) of this subclause may determine a commencing salary above Level 3/5 for a particular calling/s.

(4) Annual salary increments shall be subject to the employee's satisfactory performance over the preceding twelve months which shall be assessed according to an agreed form of performance appraisal.

(5) The rates of pay in this award include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

(6) The rates of pay in this award include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements insofar as that wage increase

has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

SCHEDULE D—CLASSIFICATION AND GRADING OF EMPLOYEES:

(1) The employer shall allocate a salary classification level in accordance with Schedule C.—Minimum Salaries of the Salary Schedule of this Award to each position by establishing the work value of the position taking account of internal and external relativities relevant to the position, and in accordance with the State Wage Principles of the Western Australian Industrial Relations Commission. In arriving at an appropriate salary level, the employer shall also have due regard for any qualifications which may be a prerequisite for carrying out the position.

(2) An employee may request a review of the classification allocated in accordance with subclause (1) or, at any time, where a change in duties and responsibilities has occurred. A request for review of classification shall be by:

- (a) Requesting the review in writing to the employer,
- (b) Setting out the grounds upon which the request is made,
- (c) Detailing the classification level and/or title which is being requested, and
- (d) Providing a current job description of the employee's position.

Providing that not more than one request may be made by an individual employee in any 12 month period. The employer shall give the employee written advice of the result of the review.

(3) When a salaried officer is engaged by the employer on or after the date hereof or where the classification of a salaried officer is altered on or after the date hereof, the employer shall notify the Union in writing of the name, title, classification and job description of that salaried officer within seven days of commencement of service of the officer or the date the classification is altered, as the case may be.

(4) If the employee or Union disagrees with the result of the review, the union may enter into negotiations with the employer with a view to settling the disagreement in accordance with Clause 34—Dispute Settlement Procedures of this Award.

(5) If the parties cannot reach agreement as to the classification level of any employee, the matter may be referred to the Western Australian Industrial Relations Commission for determination.

(6) The effective date for any change in classification level shall be one month after the date upon which the letter of request is served upon the employer.

**WESFARMERS WOOL STORE OPERATION
EMPLOYEES ENTERPRISE AMENDMENT
AGREEMENT 1996.**

No. AG 136 of 1996.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Shop, Distributive And Allied Employees' Association
Of Western Australia

and

Wesfarmers Limited.

No. AG 136 of 1996.

Wesfarmers Wool Store Operation Employees Enterprise
Amendment Agreement 1996.

CHIEF COMMISSIONER W.S. COLEMAN.

6 June 1996.

Order.

HAVING heard Mr J. Bullock on behalf of the Applicant and Mr M. Connell on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Enterprise Bargaining Agreement in the terms of the following schedule be registered with effect on and from the 6th day of June, 1996.

(Sgd.) W. S. COLEMAN,

[L.S.] Chief Commissioner.

Schedule.

1.—TITLE

This Agreement shall be known as the Wesfarmers Wool Store Operation Employees Enterprise Amendment Agreement 1996.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area, Scope and Objectives
 4. No Increases Outside Agreement
 5. Term
 6. Relationship to Parent Award
 7. Definitions
 8. Consultative Process
 9. Contract of Service
 10. Hours of Work
 11. Overtime
 12. Meal Breaks and Rest Pauses
 13. Rosters
 14. Public Holidays
 15. Work on Public Holidays
 16. Classification Structure
 17. Wages
 18. Training
 19. Counselling Procedure
 20. Annual Leave
 21. Sick Leave
 22. Bereavement Leave
 23. Payment of Wages
 24. Settlement of Disputes and Claims
 25. Clothing
 26. Productivity Bonus System
- Schedule A—Signatories

3.—AREA, SCOPE AND OBJECTIVES

(1) The parties to this Agreement are Wesfarmers Ltd ("the Company") and the Shop, Distributive and Allied Employees' Association of Western Australia ("the Union") in the state of Western Australia. This Agreement shall apply to the employees of Wesfarmers Wool Store operation Fremantle employed in accordance with Clause 16.—Classification Structure of this Agreement.

(2) It is estimated that between 25 and 35 employees will be covered by this Agreement upon registration.

(3) The primary objectives of this Agreement are—

- (a) To improve productivity in the Wool Store operation by providing for greater organisational efficiency through increased flexibility and utilisation of employee skills and significantly more flexible arrangements with respect to employees' working time.
- (b) To provide more satisfying secure and better paid employment and a classification structure relevant to current operations.
- (c) To provide a sound basis for expanded capital investment and employment opportunities within the Wool Store operation.

4.—NO INCREASES OUTSIDE AGREEMENT

(1) Except as provided by this Agreement there shall be no wage increases applicable to any employees bound by this Agreement during its term. Increases which may become available through National and State Wage Cases shall not be paid during the term of this Agreement.

(2) The parties will negotiate, during the term of this Agreement, a further Agreement linking wages to, among other things, the achievement of productivity relative to agreed indicators and measures.

5.—TERM

(1) This Agreement shall operate for a period of two years and five months with effect from the first pay period commencing on or after 1 February 1994 and shall cease as of 30 June 1996.

(2) Notwithstanding the above, this Agreement shall be subject to a trial period ceasing on 30 June 1995, at which time either party to this Agreement may elect to withdraw from this Agreement and the Agreement shall be cancelled. In the event that this Agreement is cancelled at the end of the trial period, the conditions of employment for persons previously covered by the Agreement will revert to those provided by the Wool, Hide and Skin Stores Employees' Award No. 8 of 1966.

6.—RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Wool, Hide and Skin Stores Employees' Award No. 8 of 1966 as varied from time to time. To the extent of any inconsistency between this Agreement and the parent award, the terms of this Agreement shall prevail.

7.—DEFINITIONS

- (1) "Employer" shall mean Wesfarmers Limited.
- (2) "Employee" shall mean a person engaged in accordance with Clause 9.—Contract of Service.
- (3) "Union" shall mean the Shop, Distributive and Allied Employees' Association of Western Australia.
- (4) "Annual Base salary" means the salary applicable for 1976 ordinary hours of work (38 hours x 52 weeks).
- (5) "Competency" means the level of skill and knowledge of all procedures necessary to complete work safely, efficiently and effectively.

8.—CONSULTATIVE PROCESS

(1) The parties agree to monitor the application of this Agreement during its term. To this end a consultative committee will be established consisting of employer, union and employee representatives to develop work measurement studies and systems of recording performance and to communicate the outcomes of this process to employees.

(2) The consultative committee will also assist in the resolution of any disputes which may arise through the application of this Agreement with a view to minimising recourse to Industrial Tribunals or industrial disruption.

9.—CONTRACT OF SERVICE

(1) (a) Except in the case of casual employees, one week's notice shall be necessary to terminate the contract of employment or, in the event of such notice not being given, by the payment of one week's pay by the employer or the forfeiture of one week's pay from the employee's entitlements as appropriate.

(b) Notwithstanding the foregoing, the employer may, at any time, dismiss an employee for refusing or neglecting to obey a reasonable instruction or for misconduct or if, after receiving

one week's notice, the employee does not carry out his or her duties in the same manner as he or she did prior to such notice.

(2) (a) Casual employees shall be engaged for a maximum of thirty eight hours per week in accordance with Clause 10.—Hours of Work provided that the minimum engagement on any day shall be four hours.

(b) A casual employee shall be paid for each ordinary hour of work at the rate of the annual base salary for the appropriate classification divided by 1976 plus 20%.

(3) (a) On termination, a permanent employee who has worked more hours than those for which he/she has been paid pursuant to this Agreement shall be paid for all such hours at the ordinary time rate of pay and such payment shall be included with the employee's termination pay.

(b) A permanent employee who has worked fewer hours than those for which he/she has been paid pursuant to this Agreement shall have an amount equal to the ordinary time rate of pay for such hours deducted from the employee's termination pay.

10.—HOURS OF WORK

(1) All employees, except casual employees, shall be paid in accordance with Clause 17.—Wages on the basis of 1976 ordinary hours per year.

All ordinary hours worked by an employee shall be deducted from the total of 1976 hours. Annual leave, paid sick leave, public holidays, long service leave and bereavement leave shall be deducted from the total of 1976 hours.

(2) Ordinary hours of work shall be:

- (a) 6.00am to 6.00pm Monday to Thursday except that from the period 1st August to the end of the 2nd week in December the ordinary hours of work shall be 6.00am to 8.00pm Monday to Thursday.
- (b) Friday's 6.00am to 4.00pm except that the employer may roster an employee to work the hours from 4.00pm to 6.00pm on five occasions during the year.
- (c) Saturday 6.00am to 6.00pm, provided that a maximum of 8 ordinary hours are worked on Saturday in any year and provided further that such ordinary hours worked on Saturday shall be deducted from the total of 1976 hours at the rate of one and one half hours for each hour worked.

(3) Employees rostered to work ordinary hours shall be rostered such that:

- (a) The maximum number of rostered ordinary hours of work on any day shall be 10.
- (b) The minimum number of rostered ordinary hours of work on any day shall be 8 except in the case of Saturday as outlined in paragraph (2)(c) hereof when the minimum number of rostered ordinary hours of work shall be four.

11.—OVERTIME

(1) The following work shall be regarded as overtime and paid at the overtime rate of pay:

- (a) Work performed outside of ordinary hours as stated in subclause (2) of Clause 10.—Hours of Work.
- (b) Work in excess of 50 hours in any week.
- (c) Work in excess of 10 hours in any day.
- (d) Work on any day in excess of 5 days in any week.
- (e) Work in excess of 1976 hours per year. However if offered an employee may be paid for a block of 76 hours in which case the overtime rate for these hours shall be time and one half.
- (f) Work performed on any day when the commencing time for work on that day is within 10 hours of the ceasing time of work on the preceding day.
- (g) Work performed on Sunday.
- (h) Work performed by employees who have been recalled to work outside their rostered hours provided that the minimum payment for such work shall be as for 2 at the overtime rate of pay.

(2) Overtime shall be paid except as outlined in paragraph (1)(e) hereof at the rate of double time except for Saturdays where overtime performed shall be paid at the rate of time and one half for the first two hours and double time thereafter.

(3) Employees shall be required to work a reasonable amount of overtime.

(4) Overtime shall be paid with the employees ordinary time earnings in the week following that in which the overtime is worked.

12.—MEAL BREAKS AND REST PAUSES

(1) Employees shall receive a meal break of 45 minutes on each day on which the employee is required to work more than five hours. Such meal break shall be unpaid. However if by mutual agreement between the employer and the employee the meal break maybe reduced to 30 minutes unpaid.

(2) An employee shall not be required to work for more than 5 hours without a break for a meal.

(3) (a) Employees who are required to work more than ten consecutive hours, exclusive of the unpaid meal break, shall receive a second meal break and a meal provided by the employer.

(b) The second meal break shall be taken and paid at single time and shall be of 30 minutes duration.

(c) Additional paid meal breaks and meals will be provided by the employer consistent with the provision that an employee shall not work for more than 5 hours without a break for a meal.

(4) In the event that the employer is unable to provide a meal as required by subclause (3) hereof, the employee shall be paid the sum of \$6.50 for the purchase of any meal required.

(5) In addition to meal breaks, employees shall be entitled to two ten minute paid rest pauses per day to be taken separately in the first and second half of the day.

13.—ROSTERS

(1) Employees shall have input into the construction of rosters through employee nominated representatives to ensure an even spread of hours across the workforce but the supervisor shall be responsible for determining duties to be performed.

(2) Rosters showing each employee's commencing and ceasing time for ordinary hours on each day of the week shall be posted in a place accessible to all employees. The roster may be varied by the employer providing 7 days' notice of change or by mutual agreement between the Employer and the employee.

14.—PUBLIC HOLIDAYS

(1) The following days or their nominated substitutes as provided by the Award are to be observed as Public Holidays under this Agreement: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(2) Employees, other than casual employees, shall receive a credit towards the employee's 1976 annual ordinary working hours of 7.6 hours for each public holiday not worked.

15.—WORK ON PUBLIC HOLIDAYS

An employee who agrees to work on a Public Holiday shall receive a credit towards the employee's 1976 annual ordinary working hours of one and one half hours for each hour worked in addition to the credit prescribed in paragraph (2) of Clause 14.—Public Holidays of this Agreement provided that the minimum additional credit for work performed on a Public Holiday shall be six hours.

16.—CLASSIFICATION STRUCTURE

Employees will be graded in accordance with the following classification structure:

(1) Store Worker Grade E Level 1

(a) Pre-requisites:

- (i) Basic inter-personal and communication skills;
- (ii) Literacy and numerical skills

(b) Skills/Duties:

- (i) Familiar with Company policies and procedures;
- (ii) Responsible for quality of his/her own work under supervision;
- (iii) Able to work in a team environment under supervision;

- (iv) Able to undertake duties in a safe and responsible manner.
- (c) Tasks:
- (i) Correct use of wool hook
 - (ii) Correct use of wool barrow
 - (iii) Placing of sample bags
 - (iv) Patching of bales
 - (v) Branding
 - (vi) Removal of wool from show boxes
 - (vii) Sewing
 - (viii) Wheeling baskets
 - (ix) Sweeping
- (2) Store Worker Grade E Level 2
- (a) Pre-requisite:
Store Worker Grade E Level 1
- (b) Skills/Duties:
- (i) Obtain knowledge and apply manual handling skills;
 - (ii) Able to exercise discretion within the limits of skills/or training.
- (c) Tasks:
- (i) Inserting lot plates and dividers
 - (ii) Overweight adjustment
 - (iii) Re-packing
 - (iv) Non-Mechanical core sampling
 - (v) Opening and closing
 - (vi) Pushing into and taking from elevators
 - (vii) Run wool onto show floor
 - (viii) Pushing back
 - (ix) Hand trucking
 - (x) Use of non-licensed material handling equipment
- (3) Store Worker Grade D Level 1
- (a) Pre-requisite:
Store worker Grade E Level 2
- (b) Skills/Duties:
- (i) Understands and is responsible for quality;
 - (ii) Control standards.
- (c) Tasks:
- (i) Grab Operator
 - (ii) Able to marshal wool
 - (iii) Wool presser
 - (iv) Breaking down of stacks manually
 - (v) Marking up of bales for coring
- (4) Store Worker Grade D Level 2
- (a) Pre-requisite:
Store Worker Grade D Level 1
- (b) Skills/Duties:
Ability to work with minimal supervision
- (c) Tasks:
- (i) Core operator semi automatic machine
 - (ii) Basic forklift driver (feed wool onto rollers—place wool in bulk class, interlot, show floor areas)
- (5) Store Worker Grade C Level 1
- (a) Pre-requisite:
Store Worker Grade D Level 2
- (b) Skills/Duties:
Advanced inter-personal and communication skills.
- (c) Tasks:
Intermediate Forklift Driver (stacking wool, pulling down stacks, picking up from grid)
- (6) Store Worker Grade C Level 2
- (a) Pre-requisite:
Store worker Grade C Level 1
- (b) Skills/Duties:
- (i) Ability of work without supervision
 - (ii) Basic clerical skills
 - (iii) Basic keyboard and computer skills
- (c) Tasks:
Advanced forklift driver (loading and unloading of trucks, stacking wool from core line, pulling wool for delivery, stacking from receivals).
- (7) Store Worker Grade B Level 1
- (a) Pre-requisites:
- (i) Store Worker Grade C Level 2
 - (ii) Wool classer appropriate certifications
- (b) Skills/Duties:
- (i) Ability to input data
 - (ii) Able to sort wool into graded lines
 - (iii) Able to calculate in weights and percentages
 - (iv) Responsible for quality control standards
- (c) Tasks:
- (i) Class or sort wool with or without mechanical aids under limited supervision
 - (ii) Record appropriate information
 - (iii) Record information into a computer
- (8) Store Worker Grade B Level 2
- (a) Pre-requisite:
Store worker Grade B level 1
- (b) Skills/Duties:
- (i) Wool Classer
 - (ii) Store Clerk
- (c) Tasks:
- (i) All delivery clerical skills
 - (ii) In charge of an out store
 - (iii) Ability to supervise
 - (iv) Competent to train wool classers
 - (v) Proficient in accurate allocation of wool types
 - (vi) Weight and percentages
 - (vii) Ability to run a re-handling operation.
- (9) Store Worker Grade A Level 1
- (a) Pre-requisite:
Store Worker Grade B Level 2
- (b) Skills/Duties:
- (i) High standards of supervisory ability
 - (ii) High standard of clerical skills
- (c) Tasks:
- (i) Ability to record and process information for either receipt or delivery of wool
 - (ii) Operator of a fully automatic core line
 - (iii) Able to fully understand and operate computerised wool handling equipment
- (10) Store Worker Grade A Level 2
- (a) Pre-requisite:
Store Worker Grade A Level 1
- (b) Skills/Duties:
Advanced knowledge of all work practices including clerical and computer skills
- (c) Tasks:
Ability to supervise in a foreman's role

17.—WAGES

(1) The minimum wages payable to employees under this Agreement shall be as follows:

(a) From the first pay period on or after 1 February 1994:

	Annual Base Salary \$	Weekly Base Salary \$
Storeworker Grade E		
Level 1	19,915.48	382.99
Level 2	20,247.24	389.37
Storeworker Grade D		
Level 1	20,446.40	393.20
Level 2	20,911.28	402.44
Storeworker Grade C		
Level 1	21,132.28	406.39
Level 2	21,464.04	412.77
Storeworker Grade B		
Level 1	22,128.08	425.54
Level 2	23,234.64	446.82
Storeworker Grade A		
Level 1	23,787.40	457.45
Level 2	24,340.68	468.09

(b) From the first pay period or after 1 July 1994:

Storeworker Grade E		
Level 1	20,891.52	401.76
Level 2	21,239.92	408.46
Storeworker Grade D		
Level 1	21,448.44	412.47
Level 2	21,936.20	421.85
Storeworker Grade C		
Level 1	22,168.12	426.31
Level 2	22,516.00	433.00
Storeworker Grade B		
Level 1	23,212.80	446.40
Level 2	24,373.44	468.72
Storeworker Grade A		
Level 1	24,953.76	479.88
Level 2	25,534.08	491.04

(c) From the first pay period on or after 1 July 1995:

Storeworker Grade E		
Level 1	21,672.56	416.78
Level 2	22,033.96	423.73
Storeworker Grade D		
Level 1	22,250.28	427.89
Level 2	22,756.24	437.62
Storeworker Grade C		
Level 1	22,997.00	442.25
Level 2	23,358.40	449.20
Storeworker Grade B		
Level 1	24,080.68	463.09
Level 2	25,284.48	486.24
Storeworker Grade A		
Level 1	25,886.64	497.82
Level 2	26,488.80	509.40

(d) From the first pay period on or after 9 February 1996:

Storeworker Grade E		
Level 1	21,867.81	420.53
Level 2	22,232.46	427.55
Storeworker Grade D		
Level 1	22,450.73	431.74
Level 2	22,961.25	441.56
Storeworker Grade C		
Level 1	23,204.18	446.23
Level 2	23,568.84	453.25
Storeworker Grade B		
Level 1	24,297.62	467.26
Level 2	25,512.27	490.62
Storeworker Grade A		
Level 1	26,119.85	502.30
Level 2	26,727.44	513.99

(2) Junior employees shall be paid the following percentage of the rate applicable to the Storeworker Grade E Level 1:

	%
At 17 years of age or under	70
At 18 years of age	80
At 19 years of age	90
At 20 years of age	100

18.—TRAINING

(1) The parties to this Agreement recognise that, in order to increase the efficiency of the Wool Store's operation, a commitment to training and skills development is required. Accordingly the parties commit themselves to:

- (a) Developing a more highly skilled and flexible workforce;
- (b) Providing employees with career opportunities through appropriate training to acquire additional skills;
- (c) Ensuring better paid and more satisfying jobs for employees.

(2) (a) The parties agree to the formation of a training committee which, in consultation with individual employees to be affected, will develop training programs to ensure the upgrading of employees' skills.

(b) Through an agreed training period determined in consultation with the Union, an employee undertaking training may perform tasks at a higher classification but not receive payment at the rate appropriate to that classification.

(c) Upon the successful completion of the training program(s), the employee shall receive payment for all work performed at the higher classification.

(3) Following consultation between the employer, the Union and the training committee, training programs may be developed consistent with:

- (a) The current and future skill needs of the workforce.
- (b) The size, structure and nature of the operation of the enterprise.
- (c) The need to develop vocational skills relevant to the enterprise through courses conducted by accredited training institutions and providers.

(4) The employer will pay all costs associated with an approved training course which is only available externally. All time spent undertaking training will be paid as time worked.

19.—COUNSELLING PROCEDURE

If the employer has reason to counsel an employee with regard to work performance or conduct, the following procedure should generally be followed:

- (1) The employee shall be verbally warned with regard to the performance or conduct and advised of the employer's expectations and how they can be met. The employee will also be advised that the verbal warning will be recorded.
- (2) In the event that the employee's conduct or performance does not improve following the verbal warning, the employee shall be further counselled and issued with a letter outlining the areas required to be improved and stating if there is no improvement the employer may terminate the employee's services. The employee will be offered the opportunity of having a union delegate or other employee of his/her choice present at this counselling as a witness. The letter will provide a probationary period during which the employee's conduct or performance will be reviewed.
- (3) If after the letter, there is no improvement in the employee's conduct or performance, the employee may be dismissed.
- (4) Nothing in this clause prevents the employer from instantly terminating an employee for misconduct justifying instant dismissal.

20.—ANNUAL LEAVE

(1) (a) All employees, other than casual employees, shall be entitled to 152 hours of annual leave per year.

(b) Annual leave will accrue at the rate of 12.67 hours for each completed month of service.

(c) Where an employee's employment is terminated, payment of annual leave shall be calculated on the basis that the number of hours leave will be the same proportion of 152 hours as the number of ordinary hours worked is to 1976.

(2) Each hour taken as annual leave will attract a loading of 17½% of the employee's ordinary hourly rate of pay as determined by Clause 17.—Wages of this Agreement.

(3) (a) At the request of the employee and by agreement with the Employer, leave may be taken in more than one period provided that, except in extraordinary circumstances, all leave shall be taken within six months of the employee's anniversary date.

(b) By agreement between the Employer and the employee annual leave may be taken in advance or deferred provided that in no circumstances may annual leave be deferred for more than twelve months.

21.—SICK LEAVE

(1) Employees shall accrue sick leave at the rate of 6.34 hours for each completed month of service. Sick leave entitlements shall continue to accrue from year to year.

(2) All employees shall be granted leave with full pay for the ordinary hours which would normally have been worked during illness or injury to the extent of their accumulated entitlement as determined by the application of subclause (1) hereof, provided that the employee advises the employer prior to 8.00am on the day of absence on sick leave of his/her absence and the expected duration of the absence. However the supervisor may, if he/she deems it necessary, request a medical certificate.

(3) If while on annual leave an employee is incapacitated by illness or injury for a period of more than one week so that the employee is unable to enjoy the benefits of annual leave then, subject to the provision of proof of incapacity by the employee to the employer prior to the employee's return to work, the employee's period of incapacitation shall be paid as sick leave and the annual leave for such time re-credited to the employee.

(4) In the case of absences of greater than ten weeks, the payment of sick leave shall be at the discretion of the employer.

22.—BEREAVEMENT LEAVE

An employee shall, on the death of a spouse, parent, parent-in-law, sibling, grandparent or grandchild be allowed 15.2 hours paid leave. When an employee has to travel to attend the funeral an additional 7.6 hours paid leave may be granted. The employee may be required to furnish proof to support an application for bereavement leave.

23.—PAYMENT OF WAGES

Wages shall be paid weekly by electronic funds transfer on any set day Monday to Friday.

24.—SETTLEMENT OF DISPUTES AND CLAIMS

(1) Any question, difficulty or dispute arising from this Agreement shall be dealt with in accordance with the following procedure:

- (a) The matter shall first be discussed between the employee affected and the appropriate supervisor.
- (b) If not settled the matter shall be discussed between the accredited Union representative and the manager or other appropriate representative of the employer.
- (c) If not settled the matter may be referred to the Consultative Committee for discussion.
- (d) If not settled the matter shall be discussed between the Branch Secretary of the Union or other appropriate official of the Union and the appropriate representative of the employer.

(2) A time limit of two working days should apply to each step of the above procedure.

(3) While the matter in dispute is being discussed in accordance with the dispute settlement procedure work shall continue and the status quo as applying before the dispute shall be maintained. No party shall be prejudiced in relation to the final settlement by the continuance of work in accordance with this clause.

(4) It shall be open to either party at any time to seek the assistance of the Western Australian Industrial Relations Commission in resolving any dispute.

25.—CLOTHING

If an employee is supplied with clothing by the employer the employee shall wear that clothing at all times when performing relevant duties. Current issues of protective clothing will continue.

26.—PRODUCTIVITY BONUS SYSTEM

The parties agree to negotiate a productivity based bonus system as part of the next enterprise agreement recognising that a fair bonus system can improve workforce motivation and contribute towards profitability, competitiveness, job security and safety.

- Relevant measures of productivity may include:
- Bales processed by the receivals section per man hour
- Bales processed by the sampling section per man hour
- Bales processed by the re-handling/showfloor section per man hour
- Bales processed by the shipping section per man hour
- Housekeeping

In any bonus arrangements, the base productivity levels will be set by the parties only after extensive consultation with the employees affected.

The bases upon which any bonus is paid may need to be varied by agreement between the parties as a result of the operation of factors beyond the control of employees such as significant market changes or capital investment.

For the purpose of calculating any bonus payments, the productivity of the workforce may be measured and paid over periods determined in advance by the parties. Non full time employees will participate in any bonus system on a pro rata basis proportionate to hours worked.

In the event of a bonus system being implemented, the parties will review the operation of the system in consultation with employees after six full months of operation. This review will implement any agreed changes to the system. Failure to reach agreement as to the manner of the continued operation of the system will necessitate the abandonment of the system. Notwithstanding this review, the parties are committed to resolving any problems which may arise with respect to any bonus system as they arise.

The method of calculation of any bonus payments and the performance levels on which they are based will be negotiated between the parties and will not be discussed by the parties with persons not employed by the parties.

SCHEDULE A—SIGNATORIES

This Agreement known as the Wesfarmers Wool Store Operation Employees Enterprise Amendment Agreement 1996 is an agreement between the following parties:

.....
 For and on behalf of The Shop,
 Distributive and Allied Employees'
 Association of Western Australia.

 For and on behalf of Wesfarmers
 Limited.

WESTERN CONSTRUCTION (ALCOA MINOR PROJECTS) ENTERPRISE BARGAINING AGREEMENT.

No. AG 138 of 1996.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union of Workers—Western Australian
Branch

-and-

Western Construction Pty Ltd.

No. AG 138 of 1996.

SENIOR COMMISSIONER G.G. HALLIWELL.

21 June 1996.

Order.

HAVING heard Mr G. Sturman on behalf of the Applicant and Mr D Sproule on behalf the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the following schedule titled the "Western Construction (Alcoa Minor Projects) Enterprise Bargaining Agreement" signed for me for identification, be registered as an Enterprise Bargaining Industrial Agreement to take effect on the first pay period commencing on or after the 30th day of May 1996.

(Sgd.) G. G. HALLIWELL,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement shall be known as the Western Construction (Alcoa Minor Projects) Enterprise Bargaining Agreement No. AG 138 of 1996.

1A.—STATEMENT OF PRINCIPLES DECEMBER 1994

It is a condition of this Agreement that any variation to its terms on or from the 30th day of December 1994, including the \$8.00 per week Arbitrated Safety net Adjustments, shall not be made except in compliance with the Statement of Principles set down by the Commission in the Reasons for Decision in Matter No. 985 of 1994.

2.—ARRANGEMENT

1. Title
- 1A. Statement of Principles December 1994
2. Arrangement
3. Incidence and Parties Bound
4. Period of Operation and Review
5. Relationship to Parent Award/Orders
6. Reclassification
7. Aims and Objectives
8. Strategies for Achieving Aims of Agreement
9. Productivity Improvement Agenda
10. Dispute Resolution Procedure
11. Settlement of Safety Grievances
12. No Extra Claims Commitment
13. Wage Increases
14. Journey Cover Insurance
Signatories to Agreement
Appendix—Long Service Leave Provisions

3.—INCIDENCE AND PARTIES BOUND

This Agreement shall apply to and be binding upon the employer, Western Construction, and some sixty employees working in any Western Australian operations of Alcoa of Australia, who are, or eligible to be, members of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.

4.—PERIOD OF OPERATION AND REVIEW

(1) This Agreement shall operate on and from 1st March 1996 and continue until 1st March 1998.

(2) The parties shall review the Agreement three months prior to its cessation.

(3) The parties will assess achievements in productivity and efficiency during the term of this Agreement.

(4) Subject to the outcome of the review process required under this clause, the parties may apply to cancel this Agreement or make application for another to be registered in its place.

5.—RELATIONSHIP TO PARENT AWARD/ORDERS

(1) The provisions of this Agreement shall be read and interpreted wholly in conjunction with the following—

Metal Trades (General) Award 1966 No. 13 of 1965- Part II—Construction Work;

Metal, Electrical and Building Trades (Wagerup Alumina Refinery and Willowdale Mine Site) Construction Order No. 1241 of 1995;

Metal, Electrical and Building Trades (Pinjarra and Kwinana Alumina Refineries and the Huntley, Del Park and Jarrahdale Mine Sites) Construction Order No. 1240 of 1995;

as amended.

(2) Where there is any inconsistency between this Agreement, the Metal Trades (General) Award 1966 No. 13 of 1965 and the aforementioned Orders, this Agreement shall prevail to the extent of any inconsistency.

6.—RECLASSIFICATION

(1) The parties agree to introduce the Metal Trades Award classification structure into this agreement during its period of operation.

(2) Employees will be aligned to the appropriate classifications based on their skills recognised through the National Metal Trades (General) Award 1966 No. 13 of 1965 and Engineering Competency Standards.

7.—AIMS AND OBJECTIVES

(1) The aim of the parties to this Enterprise Bargaining Agreement is to achieve higher productivity by increasing efficiency and flexibility in all aspects of the minor projects operations through a more competitive workforce.

(2) Specific Aims and Objectives;

- (a) To reduce the cost of the final product by eliminating inefficiencies.
- (b) To provide a more flexible workforce in order to meet the needs of clients.
- (c) To increase the safety profile of Western Construction by further reduction of time lost through accidents.
- (d) To increase the quality of service to clients.

8.—STRATEGIES FOR ACHIEVING AIMS OF AGREEMENT

(1) In order to achieve the aims and objectives set out in Clause 7.—Aims and Objectives of this Agreement, the following strategies have been agreed upon.

- (a) A consultative Committee has been established and shall monitor the progress of the Productivity Agenda Items under the Agreement.
- (b) The Consultative Committee shall be comprised of an equal number of employees and employer representatives.

(2) (a) On-going discussions regarding productivity, work practices, management/employee relations and general proposals for improvement of any aspect of operations will take place on a regular basis.

(b) The parties will continue to address issues designed to increase productivity and flexibility.

9.—PRODUCTIVITY IMPROVEMENT AGENDA

The following agenda items have been established, with agreed targets, to form a base in determining entitlements to wage increases prescribed by Clause 13.—Wage Increases of this Agreement.

(1) Sick Leave/Absenteeism:

- (a) Wherever possible, all employees will aim to reduce the number of absent and sick days taken. A benchmark on sick days/absences will be established by the Committee.
- (b) The Consultative Committee will monitor the amount of sick leave taken and investigate ways to reduce them to an acceptable level.
- (c) All employees will attempt to reduce sick and absent days by 25%.

(2) Rostered Days Off:

- (a) Employees will be allowed to take a rostered day off, accrued at the rate of one every 28 days.
- (b) The R.D.O.'s shall be taken at a time mutually agreed between the employee and his/her Supervisor. Should the R.D.O. requested not be suitable to the Supervisor, an alternative day and date will be agreed to within seven days.
- (c) R.D.O.'s may be accrued to a maximum of six days and a maximum of two consecutive days may be taken at any time.
- (d) R.D.O.'s shall not be paid out in lieu of time off.
- (e) Time accrued towards an R.D.O. will be shown in hours on the employee's pay slip, as soon as practicable.
- (f) Employees transferred to another site will take R.D.O.'s in accordance with site conditions, provided that any days accrued in accordance with this subclause may be taken in addition.

(3) Multi-skilling:

Subject to subclause (4) hereof, an employee will carry out all duties within the limits of such employee's skill, competence and training.

(4) Training

- (a) The parties agree that a greater commitment to training and skills development is required, as per Clause 35.—Training of the Metal Trades (General) Award 1966 No. 13 of 1965 to—
 - (i) meet the current and future skill needs of the employer;
 - (ii) increase efficiency, productivity and competitiveness; and
 - (iii) provide employees with improved career opportunities.
- (b) All training undertaken by employees will comply with a training programme based on the above principles.

(5) Consumables:

- (a) Employees will reduce the level of consumables used. These will include, but not be limited to, welding rods and wire, all grinding discs and safety equipment.
- (b) Target:
 - It is intended that the level of consumables used will be reduced by 10%.

(6) Power Cost Reduction:

Employees will turn off welding machines during smokes, lunch breaks and other extended periods when machines are not being used.

(7) Minor Maintenance by Individual Tradespersons:

- (a) Tradespeople will keep their machines free of dust, clean out liners and keep hand pieces and leads in good condition.
- (b) Employees will check oxy-acetylene equipment for leaks or damage before and after use.
- (c) Welders are to supply their own tools, as per the tool allowance.

(8) Utilisation of Scrap Material:

- (a) Employees will undertake to use re-useable material wherever possible—e.g. strong backs and bracing instead of new material.
- (B) All employees undertake to return equipment to its correct location after use.

10.—DISPUTE RESOLUTION PROCEDURE

(1) Where a question, dispute or difficulty arises the matter shall initially be discussed between the employee concerned and, if that employee so desires, his/her union delegate, and the employee's immediate supervisor.

(2) If the above issues are not resolved by the discussions referred to in subclause (1) hereof, the Union delegate shall discuss and attempt to resolve the dispute with the workshop manager.

(3) Where the aforementioned discussions fail to resolve the matter of concern it shall be referred to a senior management representative and the appropriate full-time Union official. The parties shall then initiate steps to resolve the issue/s as soon as possible.

(4) While the steps in subclauses (1), (2) and (3) hereof are being followed industrial action shall be not taken. A minimum of seven days is allowed for the steps prescribed in (1), (2) and (3) to solve any dispute.

(5) If after seven days the issues in (1) above are still unresolved, either party may refer the matter to the Western Australian Industrial Relations Commission, provided that any party reserves the right of referral of an issue at any time.

(6) Either party will advise the other, as early as possible, of any issue or problem which may give rise to a dispute. All relevant facts shall be clearly identified and recorded throughout. At least seven days shall be allowed for all stages of the discussions to be finalised.

(7) No bans or limitations will be placed on the performance or work while the dispute procedure is being followed.

(8) Critical Workloads:

Where the Company is involved in shut-downs or work of a critical nature, should a dispute arise the parties commit themselves to resolving it as a matter of urgency and will do all in their power to avoid any loss in production or downtime.

11.—SETTLEMENT OF SAFETY GRIEVANCES

(1) An employee shall raise problems of a safety nature with the Foreman or Supervisor, in the first instance, where an employee encounters what he/she believes to be a safety hazard or is allocated work he/she believes to be unsafe. He/she shall immediately advise his/her Foreman or Supervisor and the work process in question shall not be carried out, except under such conditions as are agreed between the Foreman and employees until the matter has been finally determined.

(2) The Foreman or Supervisor shall immediately discuss the matter with the employee with a view to resolving the problem without delay.

(3) Should the safety grievance remain unresolved, the Supervisor concerned and the Health and Safety Representative shall meet and inspect the work area to ascertain a resolution.

(4) Should the safety grievance remain unresolved, Senior Management and the health and Safety Representative shall meet and inspect the work area to ascertain a resolution to the safety grievance.

(5) If the grievance remains unresolved, the appropriate statutory authority shall be advised by the employer.

(6) Employees who have refused to work in, or been removed from, the immediate area where a safety hazard exists shall be allocated, and shall accept, alternative work in another area.

12.—NO EXTRA CLAIMS COMMITMENT

(1) Pursuant to the terms of the December 1994 State Wage Case Decision there shall be not be any further claims for the duration of this Agreement, except where consistent with a State Wage Case Decision.

(2) The parties to this Agreement shall be bound by the terms of the Agreement for its duration.

(3) The parties to this Agreement shall oppose any application by other parties to be joined to it.

(4) The terms of this Agreement will not be used to progress or obtain similar arrangements or benefits in any other enterprise.

13.—WAGE INCREASES

In accordance with the successful operation of this Enterprise Agreement and a continued commitment from all parties, a

wage increase of 15% shall be payable on the rates prescribed in the Western Construction Enterprise Agreement of 1995.

The wage increase shall be payable in three (3) instalments as follows:

- 6% on and from the 1st March 1996;
- 1.5% on and from the 1st June, 1996;
- 7.5% on and from the 1st March 1997.

CLASSIFICATION	Existing Rate \$	E.B.A. Increase 1.3.96 \$	E.B.A. Increase 3.6.96 \$	E.B.A. Increase 1.3.97 \$
Instrumentation and Controls Tradesperson	621.80	649.40	668.20	714.80
Instrument Tradesperson— Complex Systems	568.40	592.80	601.10	643.10
Instrument Tradesperson	556.00	579.60	587.80	628.80
Scientific Instrument Maker	556.00	579.60	587.80	628.80
Welder, Special Class	546.00	578.50	586.60	626.90
Welder	536.90	568.60	576.50	616.10
Electrician—Special Class	568.40	592.80	601.10	643.10
Electrical Fitter	536.90	568.60	576.50	616.10
Electrical Installer	536.90	568.60	576.50	616.10
Boiler Maker	536.90	568.60	576.50	616.10
Tradesperson, the greater part of whose time is occupied in marking off and/or template making	541.60	564.30	572.30	612.30
Mechanical Tradesperson— Special Class	568.40	592.80	601.10	643.10
Tradesperson	536.90	568.60	576.50	616.10
Pipe Fitter	536.90	568.60	576.50	616.10
Fitter—Refrigeration	536.90	568.60	576.50	616.10
Fitter—Window Frame	536.90	568.60	576.50	616.10
Motor Mechanic	536.90	568.60	576.50	616.10
Machinist, Engineering— First Class	536.90	568.60	576.50	616.10
Second Class	473.60	502.00	509.10	554.60
Certificated Rigger or Scaffolder	496.30	526.10	533.60	570.80
Rigger or Scaffolder—Other	482.90	511.90	519.10	555.30
Tool and Material Storeperson	467.80	495.80	502.90	538.00
Tradesperson's Assistant	455.40	482.70	489.50	523.70
Tradesperson's Assistant who from time to time uses a grinding machine	467.80	495.80	502.90	538.00
Lagger— 1st six months' experience	451.10	478.10	484.90	518.80
2nd & 3rd 6 month's experience	454.40	481.60	488.50	522.60
4th & 5th 6 months' experience	459.80	487.40	494.30	528.80
Thereafter	462.60	490.30	497.30	532.00
Grinder using portable machine	459.90	487.50	494.40	528.30
Crane Attendant and Dogperson	482.90	511.90	519.10	555.30
Labourer	429.10	454.80	461.30	493.50

The above rates are inclusive of the Award construction allowances. Where appropriate, an all-purpose tool allowance and Leading Hand Allowance, as per subclause (5)(a)(i) in Clause 10.—Wages of the Metal Trades (General) Award—Part II Construction Work, shall be paid in addition to the rates prescribed herein.

14.—JOURNEY COVER INSURANCE

Western Construction Pty Ltd shall pay Journey Cover Insurance for all its employees. The conditions for coverage shall be no less than the existing AMWU—TLC Journey Cover Scheme.

SIGNATORIES TO AGREEMENT

For and on behalf of Western Construction—

M. Epis 1/4/96

For and on behalf of the AFEMPKIU—

J. Sharp-Collett (seal affixed) 10/5/96

WESTERN CONSTRUCTION ENTERPRISE BARGAINING AGREEMENT.

No. AG 137 of 1996.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union of Workers—Western Australian
Branch

-and-

Western Construction Pty Ltd.

No. AG 137 of 1996.

SENIOR COMMISSIONER G.G. HALLIWELL.

21 June 1996.

Order.

HAVING heard Mr G. Sturman on behalf of the Applicant and Mr D Sproule on behalf the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the following schedule titled the "Western Construction Enterprise Bargaining Agreement No. AG 137 of 1996" signed for me for identification, be registered as an Enterprise Bargaining Industrial Agreement to take effect on the first pay period commencing on or after the 30th day of May 1996.

(Sgd.) G. G. HALLIWELL,

[L.S.]

Senior Commissioner.

Schedule.

1.—TITLE

This Agreement shall be known as the Western Construction Enterprise Bargaining Agreement No. AG 137 of 1996.

1A.—STATEMENT OF PRINCIPLES DECEMBER 1994

It is a condition of this Agreement that any variation to its terms on or from the 30th day of December 1994, including the \$8.00 per week Arbitrated Safety Net Adjustments, shall not be made except in compliance with the Statement of Principles set down by the Commission in the Reasons for Decision in Matter No. 985 of 1994.

2.—ARRANGEMENT

1. Title
 - 1A. Statement of Principles December 1994
 2. Arrangement
 3. Incidence and Parties Bound
 4. Date and Period of Operation and Review
 5. Relationship to Parent Award/Order
 6. Reclassification
 7. Aims and Objectives
 8. Strategy for Achievement of Aims of Agreement
 9. Productivity Improvement Agenda
 10. Dispute Resolution Procedure
 11. Settlement of Safety Grievances
 12. No Extra Claims Commitment
 13. Wage Increases
- Signatories to Agreement
Appendix—Long Service Leave Provisions.

3.—INCIDENCE AND PARTIES BOUND

This Agreement shall apply to and be binding upon the employer, Western Construction, and its some fifty (50) employees working at the Company's Kwinana complex who are, or eligible to be, members of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.

4.—DATE AND PERIOD OF OPERATION AND REVIEW

(1) This Agreement shall operation on and from 25th March 1996 and continue until 23rd March 1998.

(2) The parties shall review the Agreement three months prior to its cessation.

(3) The parties will assess achievements in productivity and efficiency during the term of this Agreement.

(4) Subject to the outcome of the review process required under this clause, the parties may apply to cancel this Agreement or make application for another to be registered in its place.

5.—RELATIONSHIP TO PARENT AWARD/ORDER

(1) The provisions of this Agreement shall be read and interpreted wholly in conjunction with the Metal Trades (General) Award 1966 No. 13 of 1965 and the Metal Trades (Western Construction Unit Trust) Order No. 1679 of 1993 as amended.

(2) Where there is any inconsistency between this Agreement, the Metal Trades (General) Award 1966 No. 13 of 1965 and the Metal Trades (Western Construction Unit Trust) Order No. 1679 of 1993, this Agreement shall prevail to the extent of any inconsistency.

6.—RECLASSIFICATION

(1) The parties agree to introduce the Metal Trades Award classification structure into this agreement during its period of operation.

(2) Employees will be aligned to the appropriate classifications based on their skills recognised through the National Metal and Engineering Competency Standards.

7.—AIMS AND OBJECTIVES

(1) The aim of the parties to this Enterprise Bargaining Agreement is to achieve higher productivity by increasing efficiency and flexibility in all aspects of the workshop through a more competitive workforce.

(2) Specific Aims and Objectives:

- (a) To reduce the cost of the final product by eliminating inefficiencies.
- (b) To provide a more flexible workshop to attract new clients.
- (c) To increase the safety profile of Western Construction by further reduction of time lost through accidents.
- (d) To increase the quality of fabricated items to attain quality accreditation to STD AS 3902.

8.—STRATEGY FOR ACHIEVEMENT OF AIMS OF THE AGREEMENT

(1) In order to achieve the aims and objectives set out in Clause 7.—Aims and Objectives of this Agreement, the following strategy has been agreed upon.

- (a) In order to achieve the aims and objectives set out in Clause 7.—Aims and Objectives of this Agreement, the following strategy has been agreed upon.
- (b) The Consultative Committee shall be comprised of an equal number of employee and employer representatives.

(2) (a) On-going discussions regarding productivity, work practices, management/employee relations and general proposals for improvement of any aspect of operations will take place on a regular basis.

(b) The parties will continue to address issues designed to increase productivity and flexibility at the Western Construction complex in Kwinana.

9.—PRODUCTIVITY IMPROVEMENT AGENDA

The following agenda items have been established, with agreed targets, to form base in determining entitlements to wage increases prescribed by Clause 13.—Wage Increase of this Agreement.

(1) Sick Leave/Absenteeism:

- (a) Wherever possible, all employees will aim to reduce the number of absent and sick days taken. A benchmark on sick days/absences will be established by the Committee.
- (b) The Consultative Committee will monitor the amount of sick leave taken and investigate ways to reduce them to an acceptable level.
- (c) All employees will attempt to reduce sick and absent days of 25%.

(2) Rostered Days Off:

- (a) Employees will be allowed to take a rostered day off, accrued at the rate of one every 28 days.

(b) The R.D.O.'s shall be taken at a time mutually agreed between the employee and his/her Supervisor. Should the R.D.O. requested not be suitable to the Supervisor, an alternative day and date will be agreed to within seven days.

(c) R.D.O.'s may be accrued to a maximum of six days and a maximum of two consecutive days may be taken at any time.

(d) R.D.O.'s shall not be paid out in lieu of time off.

(e) Time accrued towards and R.D.O. will be shown in hours on the employee's pay slip, as soon as practicable.

(f) Employees transferred to another site will take R.D.O.'s in accordance with site conditions, provided that any days accrued in accordance with this subclause may be taken in addition.

(3) Multi-Skilling:

Subject to subclause (4) hereof, an employee will carry out all duties within the limits of such employee's skill, competence and training.

(4) Training

(a) The parties agree that a greater commitment to training and skills development is required, as per Clause 35.—training of the Metal Trades (General) Award 1966 No. 13 of 1965 to—

- (i) meet the current and future skill needs of the employer;
- (ii) increase efficiency, productivity and competitiveness; and
- (iii) provide employees with improved career opportunities.

(b) All training undertaken by employees will comply with a training programme based on the above principles.

(5) Consumable:

(a) Employees will reduce the level of consumable used. These will include, but not be limited to, welding rods and wire, all grinding discs and safety equipment.

(b) Target:

It is intended that the level of consumable used will be reduced by 10%.

(6) Power Cost Reduction:

- (a) Employees will turn off welding machines during smokos, lunch breaks and other extended periods when machines are not being used.
- (b) A light sensor will be installed to automatically extinguish lights.

(7) Minor Maintenance by Individual Tradespersons:

- (a) Tradespeople will keep their machines free of dust, clean out liners and keep hand pieces and leads in good condition.
- (b) Employees will check oxy-acetylene equipment for leaks or damage before and after use.
- (c) Welders are to supply their own tools, as per the tool allowance.

(8) Utilisation of Scrap Material:

- (a) Employees will undertake to use re-useable material wherever possible—e.g. strong backs and bracing instead of new material.
- (b) all employees undertake to return equipment to its correct location after use.

10.—DISPUTE RESOLUTION PROCEDURE

(1) Where a question dispute or difficulty arises the matter shall initially be discussed between the employee concerned and, if that employee so desires, his/her union delegate, and the employee's immediate supervisor.

(2) If the above issues are not resolved by the discussions referred to in subclause (1) hereof, the Union delegate shall discuss and attempt to resolve the dispute with the workshop manager.

(3) Where the aforementioned discussions fail to resolve the matter of concern it shall be referred to a senior

management representative and the appropriate full-time Union official. The parties shall then initiate steps to resolve the issue/s as soon as possible.

(4) While the steps in subclauses (1), (2) and (3) hereof are being followed industrial action shall be not taken. A minimum of seven days is allowed for the steps prescribed in (1), (2) and (3) to solve any dispute.

(5) If after seven days the issues in (1) above are still unresolved, either party may refer the matter to the Western Australian Industrial Relations Commission, provided that any party reserves the right of referral of an issue at any time.

(6) Either party will advise the other, as early as possible, of any issue or problem which may give rise to a dispute. All relevant facts shall be clearly identified and recorded throughout. At least seven days shall be allowed for all stages of the discussions to be finalised.

(7) No bans or limitations will be placed on the performance or work while the dispute procedure is being followed.

11.—SETTLEMENT OF SAFETY GRIEVANCES

(1) An employee shall raise problems of a safety nature with the Foreman or Supervisor, in the first instance, where an employee encounters what he/she believes to be a safety hazard or is allocated work he/she believes to be unsafe. He/she shall immediately advise his/her Foreman or Supervisor and the work process in question shall not be carried out, except under such conditions as are agreed between the Foreman and employees until the matter has been finally determined.

(2) The Foreman or Supervisor shall immediately discuss the matter with the employee with a view to resolving the problem without delay.

(3) Should the safety grievance remain unresolved, the Supervisor concerned and the Health and Safety Representative shall meet and inspect the work area to ascertain a resolution.

(4) Should the safety grievance remain unresolved, Senior Management and the health and Safety Representative shall meet and inspect the work area to ascertain a resolution to the safety grievance.

(5) If the grievance remains unresolved, the appropriate statutory authority shall be advised by the employer.

(6) Employees who have refused to work in, or been removed from, the immediate area where a safety hazard exists shall be allocated, and shall accept, alternative work in another area.

12.—NO EXTRA CLAIMS COMMITMENT

(1) Pursuant to the terms of the December 1994 State Wage Case Decision there shall be not be any further claims for the duration of this Agreement, except where consistent with a State Wage Case Decision.

(2) The parties to this Agreement shall be bound by the terms of the Agreement for its duration.

(3) The parties to this Agreement shall oppose any application by other parties to be joined to it.

(4) The terms of this Agreement will not be used to progress or obtain similar arrangements or benefits in any other enterprise.

13.—WAGE INCREASES

In accordance with the successful operation of this Enterprise Agreement and a continued commitment from all parties, a wage increase of 15% shall be payable on the rates prescribed in the Western Construction Enterprise Agreement of 1995.

The wage increase shall be payable in three (3) instalments as follows:

6% on and from the 25th March 1996;

1.5% on and from the 1st June, 1996;

7.5% on and from the 25th March 1997.

CLASSIFICATION	Existing	E.B.A.	E.B.A.	E.B.A.
	Rate	Increase	Increase	Increase
		25.3.96	1.6.96	25.3.97
	\$	\$	\$	\$
Welder—Special Class	531.30	563.20	571.10	611.00
Welder—First Class	521.80	553.10	560.90	600.10
Boilermaker	521.80	553.10	560.90	600.10
Fitter	521.80	553.10	560.90	600.10
Certified Rigger	490.50	519.90	527.30	564.10
Rigger—Other	476.70	505.30	512.50	548.20
Tradesperson's				
Assistant/Grinder	449.30	476.30	483.00	516.70

14.—JOURNEY COVER INSURANCE

Western Construction Pty Ltd shall pay Journey Cover Insurance for all its employees. The conditions for coverage shall be no less than the existing AMWU—TLC Journey Cover Scheme.

SIGNATORIES TO AGREEMENT

For and on behalf of Western Construction—
M. Epis 1/4/95

For and on behalf of the AFEMP/IKU—
J. Sharp-Collett (seal affixed) 10/5/96

AWARDS/AGREEMENTS— Variation of—

ABORIGINAL MEDICAL SERVICE EMPLOYEES' AWARD No. A26 of 1987.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

Broome Regional Aboriginal Medical Service and Others.
No. 306 of 1996.

COMMISSIONER C.B. PARKS.

24 June 1996.

Order:

HAVING heard Ms S. Ellery on behalf of the Applicant and Ms M. Marchese on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Aboriginal Medical Service Employees' Award be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after 14 June 1996.

(Sgd.) C.B. PARKS,

[L.S]

Commissioner.

Schedule.

Clause 26.—Wages: Delete this clause and insert in lieu thereof—

26.—WAGES

The minimum weekly rate of wage payable to employees covered by this award shall include the base rate plus the arbitrated safety net adjustment expressed hereunder:

(1) "Field Officer" shall mean an untrained employee appointed as such in the Aboriginal Medical Service.

	Base Rate Per Week \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustment Per Week \$	Total Per Week \$
		1st year	
2nd year	383.70	24.00	412.20
3rd year	388.20	24.00	416.30
5th year	392.30	24.00	421.00
8th year	397.00	24.00	429.50
	405.50	24.00	

(2) "Environmental Health Worker" shall mean an employee who has completed the six week mandatory course and six months' field supervision and who is

responsible for water supply, sewerage maintenance and other environmental health protection.

	Base Rate Per Week \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments Per Week \$	Total Per Week \$
1st six months	383.70	24.00	407.70
2nd six months	389.00	24.00	413.00
2nd year	393.60	24.00	417.60
3rd year	397.30	24.00	421.30
5th year	401.00	24.00	425.00
8th year	406.20	24.00	430.20

- (3) (a) "Conditionally Registered Health Worker" shall mean an employee who has completed at least one module of the six required for full certification and provides less complex direct patient care in communities or tribal areas.

	Base Rate Per Week \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments Per Week \$	Total Per Week \$
1st six months	383.70	24.00	407.70
2nd six months	389.00	24.00	413.00
2nd year	393.60	24.00	417.60
3rd year	397.30	24.00	421.30
5th year	401.00	24.00	425.00
8th year	406.20	24.00	430.20

- (b) The ordinary rate of wage prescribed in subclause (a) hereof shall be increased by \$3.20 per week for each additional module a conditionally registered health worker completes.

- (4) "A Fully Certificated Health Worker" shall mean an employee who has completed the six modules required for full certification.

	Base Rate Per Week \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments Per Week \$	Total Per Week \$
1st year	398.10	24.00	422.10
2nd year	402.40	24.00	426.40
3rd year	411.30	24.00	435.30
5th year	421.10	24.00	445.10
8th year	432.00	24.00	456.00

- (5) "A Fully Certificated Health Worker—Medication Certificate Grade 1" shall mean an employee who is fully certified and has gained a Medication Certificate Grade 1 and who has responsibility for administering a range of drugs and medication under the "Standing Orders" of the responsible medical practitioner.

	Base Rate Per Week \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments Per Week \$	Total Per Week \$
1st year	468.80	24.00	492.80
2nd year	491.60	24.00	515.60
3rd year	514.20	24.00	538.20
5th year	537.40	24.00	561.40
8th year	561.40	24.00	585.40

- (6) "A Fully Certificated Health Worker—Medication Certificate Grade 2" shall mean an employee who is fully certified and has gained both the first and second Medication Certificates, which will provide greater responsibility to and administer a wide range of drugs and medications under the "Standing Orders" of the responsible medical practitioner.

	Base Rate Per Week \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments Per Week \$	Total Per Week \$
1st year	514.20	24.00	538.20
2nd year	526.90	24.00	550.90

	Base Rate Per Week \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments Per Week \$	Total Per Week \$
3rd year	539.50	24.00	563.50
5th year	552.60	24.00	576.60
8th year	570.40	24.00	594.40

- (7) "Regional Health Co-Ordinator" shall mean an employee who is fully certified with Medication Certificates 1 and 2 and has responsibility for instruction in health units, field supervision and a community liaison role.

	Base Rate Per Week \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments Per Week \$	Total Per Week \$
1st year	644.10	24.00	668.10
2nd year	650.40	24.00	674.40
3rd year	667.40	24.00	691.40
5th year	675.50	24.00	699.50
8th year	698.90	24.00	722.90

- (8) Enrolled Nurse
1st year of employment 418.80 24.00 442.80
2nd year of employment 423.80 24.00 447.80
3rd year of employment and thereafter 434.70 24.00 458.70

- (9) Enrolled Nurse - Special Class 456.10 24.00 480.10

- (10) Junior Employees: Junior employees shall receive the following percentage of the 1st year rate:

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

- (11) (a) The ordinary rate of wage prescribed in subclause (1) hereof shall be increased by \$8.60 per week when a registered enrolled nurse has obtained a post basic certificate approved by the Nurses Board of Western Australia and he/she is required to use the knowledge gained in that certificate as part of his/her employment.

- (b) The ordinary rate of wage prescribed in subclause (1) hereof shall be increased by \$6.90 per week when a registered enrolled nurse becomes proficient to do work deemed extraordinary by the employer or the Western Australian Industrial Relations Commission.

- (c) The on call allowance shall be paid to health workers for each on call period they are rostered to.

- (12) Any employee who has passed the examination for registration prescribed by the Nurses Board of Western Australia shall, for the purposes of this clause, be deemed to be an enrolled nurse.

- (13) Supervisory Allowance
A registered health worker who is supervising other employees and responsible for the operation of a clinic, health unit or outpost shall be paid the ordinary wage prescribed for the classification in which they are employed increased by 4.5%.

- (14) An enrolled nurse who has successfully completed the health worker module for enrolled nurses or who has received a waiver from the certification panel shall be paid no less than the fully certificated health worker—medication certificate grade 1.

- (15) Where an enrolled nurse is engaged as a health worker and that enrolled nurse wishes to maintain their enrolled nurse registration, the employer shall provide work in a nursing situation each year to

enable them to maintain their registration with their nurses' board.

	Base Rate Per Week \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments Per Week \$	Total Per Week \$
(16) Gardener			
1st year of employment	374.60	24.00	398.60
2nd year of employment	379.60	24.00	403.60
3rd year of employment and thereafter	383.80	24.00	407.80
Domestic			
1st year of employment	374.60	24.00	398.60
2nd year of employment	379.60	24.00	403.60
3rd year of employment and thereafter	383.80	24.00	407.80
Cook			
1st year of employment	394.90	24.00	418.90
2nd year of employment	399.20	24.00	423.20
3rd year of employment and thereafter	403.30	24.00	427.30
Driver of Motor Vehicle (under 1.2 tonnes)			
1st year of employment	394.80	24.00	418.80
2nd year of employment	398.60	24.00	422.60
3rd year of employment and thereafter	401.70	24.00	425.70
Driver of Motor Vehicle (exceeding 1.2 tonnes capacity but not exceeding 3 tonnes capacity)			
1st year of employment	399.10	24.00	423.10
2nd year of employment	402.80	24.00	426.80
3rd year of employment and thereafter	406.00	24.00	430.00
Bus Driver (under 25 passengers)			
1st year of employment	401.20	24.00	425.20
2nd year of employment	404.90	24.00	428.90
3rd year of employment and thereafter	408.10	24.00	432.10
Storeperson (Grade 1)			
1st year of employment	388.90	24.00	412.90
2nd year of employment	392.80	24.00	416.80
3rd year of employment and thereafter	396.20	24.00	420.20

(17) Leading hands shall be paid the ordinary wage prescribed for the classification in which they are employed increased by:

- (a) \$13.90 per week when in charge of not less than three and not more than 10 other employees;
- (b) \$20.90 per week when in charge of more than 10 and not more than 20 other employees; and
- (c) \$27.80 per week when in charge of more than 20 employees.

(18) "Alcohol Rehabilitation Assistant" shall mean an employee who holds similar qualifications and experience as a "Fully Certificated Health Worker" as described in subclause (4) of this clause, or possesses

such other expertise as deemed appropriate by the employer for this category of work.

	Base Rate Per Week \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments Per Week \$	Total Per Week \$
1st year of employment	445.10	24.00	469.10
2nd year of employment	451.10	24.00	475.10
3rd year of employment	457.00	24.00	481.00
(19) "Alcohol Rehabilitation Supervisor" shall mean an employee who in addition to the requirements of an "Alcohol Rehabilitation Assistant" as described in subclause (18) of this clause, shall also be capable of managing an Alcohol Rehabilitation Programme, supervising staff and clients, and other duties associated with supervising hostel style accommodation, in conjunction with an alcohol rehabilitation programme.			
	Base Rate Per Week \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments Per Week \$	Total Per Week \$
1st year of employment	539.50	24.00	563.50
2nd year of employment	552.20	24.00	576.20
3rd year of employment and thereafter	570.40	24.00	594.40

(20) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

**AERATED WATER AND CORDIAL
MANUFACTURING INDUSTRY AWARD 1975.**

No. 10 of 1975.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous
Workers' Union, Miscellaneous Workers' Division, Western
Australian Branch

and

Coca-Cola Bottlers Perth and Others.

No. 307 of 1996.

Aerated Water and Cordial Manufacturing Industry Award
1975.

No. 10 of 1975.

COMMISSIONER R.H. GIFFORD.

4 June 1996.

Order.

HAVING heard Mr N. Whitehead on behalf of the Applicant
and Mr M. Beros on behalf of the Respondents, and by consent,
the Commission, pursuant to the powers conferred on it under
the Industrial Relations Act, 1979, hereby orders:

THAT the Aerated Water and Cordial Manufacturing
Industry Award 1975, be varied in accordance with the
following Schedule and that such variation shall have
effect from the beginning of the first pay period com-
mencing on or after the 30th day of May 1996.

(Sgd.) R. H. GIFFORD,
Commissioner.

[L.S.]

Schedule.

1. Clause 10.—Wages.

A. Delete subclauses (1) and (2) of this clause and insert in
lieu thereof the following:

(1) For employees employed pursuant to this Award by Coca-Cola
Bottlers (Perth) Ltd, Cadbury Schweppes Pty Ltd and Pepsi-Seven
Up Bottlers Australia Pty Ltd only the minimum weekly rate of pay
shall include the base rate, supplementary payment and arbitrated
safety net adjustments per week, operative from the first pay period
commencing on or after 30 May 1996.

	Base Rate	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Rate
	\$	\$	\$
(a) Production Employee— Grade 1	385.40	24.00	409.40

Shall mean an employee
classified as such who is
engaged on work in
connection with or
incidental to the production
and distribution operations
of the employer and who
may be required to regularly
carry out any general duties
together with the specific
duties listed hereunder:

Specific Duties—Grade 1

- Employees engaged in
bottling or canning line
operations who are not
in charge of operating
machines.
- Operators of bottle
washing machines.
- Inspecting or sighting
empty or full bottles.
Stacking cases on
pallets.
- Fruit Juice extracting.
- General Hand.

Base	Arbitrated Rate	Minimum Safety Net Adjustments 1, 2 and 3	Rate
	\$	\$	\$

(b) Production Employee— Grade 2	410.00	24.00	434.00
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Shall mean an employee
classified as such who is
engaged on work in
connection with or
incidental to the production
and distribution operations
of the employer and who in
addition to the duties of a
Production Employee—
Grade 1 may be required to
regularly carry out the
specific duties listed
hereunder.

Specific Duties—Grade 2

- Syrup and/or cordial
makers mixing recipes
or formulae who are not
solely responsible for
ensuring adherence to
quality standards of
batches.
- Operators of Filling
machines.
- Operators of labelling,
palletising or
depalletising, case
packing or unpacking,
carton or multi packing
machines.
- Employees engaged on
routine line testing.
- Forklift Driver.
- Truck Driver

Provided that drivers who
are required to collect
money during any week or
portion of a week as part
of their duties and account
for it shall be paid \$3.60
for such a week in addition
to the rate of wage pre-
scribed above.

(c) Production Employee— Grade 3	430.50	24.00	454.50
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Shall mean an employee
classified as such who is
engaged on work in
connection with or
incidental to the production
and distribution operations
of the employer and who in
addition to the duties of a
Production Employee—
Grade 2 may be required to
regularly carry out the
specific duties listed
hereunder.

Specific Duties—Grade 3

- Syrup and/or cordial
makers mixing recipes
or formulae who are
solely responsible for
ensuring adherence to
quality standards of
batches.
- Operators of bottle
washing, filling,
labelling, palletising or
depalletising, case
packing or unpacking,
carton or multi packing
machines or forklifts
who are competent and
required to operate at
least three such different
machines one of which
may be a forklift truck.
- Driver Forklift carrying
truck.

Base	Arbitrated Rate	Minimum Safety Net Adjustments 1, 2 and 3	Rate
	\$	\$	\$
(d) Provided that, where an employee will, as a result of the implementation of the new grading structure receive an increase in excess of that allowed by the Structural Efficiency Principle, the additional amounts will be phased in as follows:			
• The increases will be phased in over four equal instalments which will become payable at not less than six monthly intervals.			
• The first instalment will not be available earlier than 23 February 1990.			
(2) For all other employees employed pursuant to this Award and not specified in subclause (1) of this clause, the minimum rate shall include the base rate plus the arbitrated safety-net adjustments per week, operative from the first pay period commencing on or after 30 May 1996.			
(a) Cordial and/or syrup maker mixing recipe or formulae who is responsible for ensuring that the correct qualities and quantities of ingredients are included in batches.	392.50	24.00	416.50
(b) Filler operator:			
(i) for lines with a rate capacity of under 150 units per minute	378.50	24.00	402.50
(ii) for all other lines	387.30	24.00	411.30
(c) Driver of motor vehicle	387.70	24.00	411.70
Provided that drivers who are required to collect money during any week or portion of a week as part of their duties and account for it shall be paid \$3.50 for such week in addition to the rate of wage prescribed above.			
(d) Driver of Forklift—			
(i) less than three months' experience	377.00	24.00	401.00
(ii) thereafter	387.60	24.00	411.60
(e) Employees operating labelling, palletising or depalletising, case packing or unpacking or carton packing machines.	380.60	24.00	404.60
(f) employees engaged on routine line testing.	370.40	24.00	394.40
(g) Employees engaged on bottling or canning line operations including operating bottle washer, removing empty bottles from cases or placing empty bottles on conveyors, sighting, inspecting, filling cases with full bottles and stacking on pallets, fruit juice extracting, cordial and/or syrup room.	362.70	24.00	386.70
(h) All others.	357.70	24.00	381.70
B. Delete subclause (6) of this clause and insert in lieu thereof the following:			
(6) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant			

to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991, pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

**AGED AND DISABLED PERSONS
HOSTELS AWARD, 1987
No. A6 of 1989.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous
Workers Union, Miscellaneous Workers Division, Western
Australian Branch
and
Anglican Homes (Inc) and Others.
No. 308 of 1996.

COMMISSIONER C.B. PARKS.

27 June 1996.

Order:

HAVING heard Mr D. Kelly on behalf of the Applicant and Mr P.G. Robertson on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Aged and Disabled Persons Hostels Award, 1987 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after 30 May 1996.

(Sgd.) C.B. PARKS,
Commissioner.

[L.S]

Schedule.

Clause 18.—Wages:

A. Delete subclause (1) of this clause and insert in lieu thereof—

(1) (a) The minimum weekly rate of wage payable to employees covered by this award shall be the Base Rate plus the Arbitrated Safety Net Adjustment (ASNA) Payment expressed hereunder:

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments \$	Minimum Weekly Rate \$
(i) Qualified Cook	460.90	24.00	484.90
(ii) Cook Working Alone	401.00	24.00	425.00
(iii) Other Cook	395.90	24.00	419.90
(iv) Supervisor	426.40	24.00	450.40
(v) Assistant Supervisor	403.60	24.00	427.60
(vi) Domestic	378.30	24.00	402.30
(vii) Driver	402.90	24.00	426.90

B. Delete subclause (7) of this clause and insert in lieu thereof—

(7) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December

1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

	Base Rate	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Rate
	\$	\$	\$
Under 17 years of age	50%		
17 to 18 years of age	60%		
18 to 19 years of age	70%		
19 to 20 years of age	80%		
20 to 21 years of age	90%		

(b) In the second year of approved course Trainee Veterinary Nurses shall receive 65% of the rate prescribed for Veterinary Nurses after three years of service.
Provided that a Trainee Veterinary Nurse in the 2nd year of an approved course shall receive wages not less than he/she would have received in paragraph (a) of subclause (2) of this clause.

	Base Rate	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Rate
	\$	\$	\$
(3) Inspector	359.30	24.00	383.30
(4) Animal Attendant	318.50	24.00	342.50
(5) All other directly employed in the care of animals and including Kennel Hand and Food Preparer	311.60	24.00	335.60
(6) Junior Employees			
Junior employees shall receive the prescribed percentage of the 'All others' minimum rate prescribed in subclause (5) of this clause per week.			
Under 17 years of age	50%		
17 to 18 years of age	60%		
18 to 19 years of age	70%		
19 to 20 years of age	80%		
20 to 21 years of age	90%		

- (7) An employee placed in charge of three or more other employees shall be paid an amount of \$16.20 per week in addition to his/her ordinary rate of pay.
- (8) Where an employee is required to carry out the ordinary hours of duty per day in more than one shift an allowance of \$1.49 per day shall be paid.
- (9) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

ANIMAL WELFARE INDUSTRY AWARD.

No. 8 of 1968.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch

and

Mr P. S. Adams and Others.

No. 311 of 1996.

Animal Welfare Industry Award.

No. 8 of 1968.

COMMISSIONER R.H. GIFFORD.

11 June 1996.

Order.

HAVING heard Mr D. Kelly on behalf of the Applicant and Ms J. Dowling on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Animal Welfare Industry Award, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 31st day of May 1996.

(Sgd.) R. H. GIFFORD,
Commissioner.

[L.S.]

Schedule.

Clause 19.—Rates of Pay. Delete this clause and insert in lieu thereof the following:

19.—RATES OF PAY

The minimum weekly rate of wage per week payable to an employee covered by this award shall include the base rate plus the arbitrated safety net adjustments expressed hereunder:

	Base Rate	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Rate
	\$	\$	\$
(1) Veterinary Nurse (as defined)			
On completion of training and on registration	294.10	24.00	318.10
After one year of service and thereafter	359.40	24.00	383.40
(2) Trainee Veterinary Nurse (as defined)			
(a) In the first year of approved course—for work other than the prescribed minimum number of hours of supervised practical experience as set down in the approved course.			
Adult Trainee Veterinary Nurse	318.50	24.00	342.50
Junior Trainee Veterinary Nurses shall receive the prescribed percentage of the Animal Attendants' rate per week.			

BAKERS' (COUNTRY) AWARD.

No. R18 of 1977.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch

and

Acme Bakery and Others.

No. 313 of 1996.

Bakers' (Country) Award.

No. R 8 of 1977.

COMMISSIONER R.H. GIFFORD.

4 June 1996.

Order.

HAVING heard Mr N. Whitehead on behalf of the Applicant and Mr M. Beros on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Bakers' (Country) Award, be varied in accordance with the following Schedule and that such

variation shall have effect from the beginning of the first pay period commencing on or after the 30th day of May 1996.

(Sgd.) R. H. GIFFORD,
Commissioner.

[L.S.]

Schedule.

1. Clause 8.—Wages.

A. Delete subclauses (1)(a), (1)(b) (i) and (1)(b)(ii) of this clause and insert in lieu thereof the following:

(1) (a) The total minimum wage payable each week shall consist of appropriate allowances and the Award Rate (comprising Base Rate, Supplementary Payment and Arbitrated Safety Net Adjustments) as set out in this clause:

Classification	Base Rate	Supplementary Payment	Arbitrated Safety Net Adjustments 1, 2 and 3	Award Rate
	\$	\$	\$	\$
Adults:				
Doughmaker	370.75	34.10	24.00	428.85
Single Hand Baker	370.75	34.10	24.00	428.85
Baker	365.20	37.80	24.00	427.00

(b) (i) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

B. Renumber existing subclauses (1)(b) (iii), (iv) and (v) to (1)(b)(ii), (iii) and (iv).

BAKERS' (METROPOLITAN) AWARD.

No. A13 of 1987.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch

and

The Baking Industry Employers Association of WA.

No. 314 of 1996.

Bakers' (Metropolitan) Award.

No. 13 of 1987.

COMMISSIONER R.H. GIFFORD.

4 June 1996.

Order.

HAVING heard Mr N. Whitehead on behalf of the Applicant and Mr M. Beros on behalf of the Respondents, and by consent,

the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Bakers' (Metropolitan) Award, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 30th day of May 1996.

(Sgd.) R. H. GIFFORD,
Commissioner.

[L.S.]

Schedule.

1. Clause 8.—Wages.

A. Delete subclauses (1)(a) of this clause and insert in lieu thereof the following:

(1) (a) The total minimum wage payable each week shall consist of appropriate allowances and the Award Rate (comprising Base Rate, Supplementary Payment and Arbitrated Safety Net Adjustment) as set out in this clause:

Classification	Base Rate	Supplementary Payment	Arbitrated Safety Net Adjustments 1, 2 and 3	Award Rate
	\$	\$	\$	\$
Adults:				
Doughmaker	374.10	36.10	24.00	434.20
Single Hand Baker	374.10	36.10	24.00	434.20
Baker	365.20	38.80	24.00	428.00
Bakers' Assistant	310.20	21.30	24.00	355.50

B. Delete subclauses (1)(b)(i) and (ii) and insert in lieu thereof the following:

(b) (i) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

C. Renumber existing subclauses (1)(b)(iii), (iv) and (v) as (1)(b)(ii), (iii) and (iv) respectively.

BAG, SACK AND TEXTILE AWARD.

No. 3 of 1960.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

Joyce Bros (WA) Pty Ltd and Others.

No. 312 of 1996.

Bag, Sack and Textile Award.

CHIEF COMMISSIONER W.S. COLEMAN.

5 June 1996.

Order.

HAVING heard Ms S. Ellery on behalf of the Applicant and Ms J. Dowling on behalf of the Respondents, and by consent, and being satisfied that the application accords with the 'Statement of Principles—March 1996' pursuant to the General Order in Matter No. 1164 of 1995 (76 WAIG 911) whereby at least 12 months has elapsed since the Second Arbitrated Safety Net Adjustment was implemented and being informed of the programme established by the parties for the review of the Award under the Structural Efficiency Principle;

THEN the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, hereby orders—

THAT the Bag, Sack and Textile Award be varied for the Third Arbitrated Safety Net Adjustment in accordance with the following Schedule and that such variation shall have effect on and from the first pay period commencing on or after the 21st day of May, 1996.

(Sgd.) W. S. COLEMAN,
Chief Commissioner.

[L.S.]

Schedule.

1. Clause 25.—Wages: Delete subclause (1) of this clause and insert in lieu thereof the following—

(1) The minimum weekly rate of wage payable to an employee covered by this award shall include the base rate plus the Arbitrated Safety Net Adjustment expressed hereunder:

	Base Rate	1, 2 & 3 Arbitrated Safety Net Adjustments	Minimum Rate
	\$	\$	\$
Tradespersons			
Canvas and Vinyl Fabricator	397.60	24.00	421.60
Other Classifications			
(a) Bag and sack repairing machinist	339.70	24.00	363.70
(b) Labourers in bag and sack repairing sections	331.50	24.00	355.50
(c) Bag-making machinist	336.50	24.00	360.50
(d) Sailmaker (as defined)	369.80	24.00	393.80
(e) Manufacture and/or repair of sails and ship's gear (including nets, fenders and rigging) and other articles that require the hand sewing of incomplete ropes by use of palm and needle:			
First six months of employment on such work	346.80	24.00	370.80
Between six and 12 months of employment on such work	349.40	24.00	373.40
After 12 months of employment on such work	354.10	24.00	378.10
(f) Manufacture and/or repair of canvas goods of all description covered by this award including plastic substitutes for canvas:			
First six months of employment on such work	339.90	24.00	363.90
Between six and 12 months of employment on such work	342.60	24.00	366.60
After 12 months of employment on such work	347.50	24.00	371.50

	Base Rate	1, 2 & 3 Arbitrated Safety Net Adjustments	Minimum Rate
	\$	\$	\$
(g) Sewing machinist, cutter or repairer of canvas:			
First six months of employment on such work	339.90	24.00	363.90
Between six and 12 months of employment on such work	342.60	24.00	366.60
After 12 months of employment on such work	347.50	24.00	371.50
(h) Sewing Machinist (bag)			
First six months of employment on such work	339.90	24.00	363.90
Thereafter	342.60	24.00	366.60
(i) All Others	342.70	24.00	366.70

2. Clause 25.—Wages: Delete subclause (4) of this clause and insert in lieu thereof the following—

(4) MINIMUM WAGE:

Notwithstanding the provisions of this award, no employee (including an apprentice), 21 years of age or over, shall be paid less than \$317.10 per week as his/her ordinary rate of pay in respect of the ordinary hours of work prescribed by this award, but that minimum rate of pay does not apply where the ordinary rate of pay (including any part thereof payable in addition to the award rate) is not less than \$317.10.

Where the said minimum rate of pay is applicable the same rate shall be payable on holidays, during annual leave, sick leave, long service leave and any other leave prescribed by this award.

Notwithstanding the foregoing, where in this award an additional rate is prescribed for any work 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 classification in which the employee is employed.

3. Clause 25.—Wages: Delete paragraphs (a) and (b) of subclause (7) of this clause and insert in lieu thereof the following—

(7) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. This first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

BRUSHMAKERS' AWARD.**No. 30 of 1959.**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous
Workers' Union, Miscellaneous Workers' Division, Western
Australian Branch

and

E D Oates Brushware Ltd (Formerly Swan Brushware Ltd).

No. 318 of 1996.

Brushmakers' Award.

No. 30 of 1959.

COMMISSIONER R.H. GIFFORD.

21 June 1996.

*Order.*HAVING heard Ms S. Ellery on behalf of the Applicant and
Ms J. Dowling on behalf of the Respondent, and by consent,
the Commission, pursuant to the powers conferred on it under
the Industrial Relations Act, 1979, hereby orders:THAT the Brushmakers' Award, be varied in accordance
with the following Schedule and that such variation
shall have effect from the beginning of the first pay period
commencing on or after the 4th day of June 1996.

(Sgd.) R. H. GIFFORD,

[L.S.]

Commissioner.

Schedule.

1. Clause 8.—Wages.

A. Delete subclause (1) of this clause and insert in lieu thereof
the following:

- (1) The minimum weekly rate of wage payable to employees
-
- covered by this award shall be the base rate plus the Arbitrated
-
- Safety Net Adjustment (ASNA) Payment expressed hereunder:

	Base Rate	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Rate
	\$	\$	\$
(a) Woodworking machinists whose work includes both making cutters and setting machines	357.10	24.00	381.10
(b) Automatic boring and filling machinist			
Filling machinists (hand filling)			
Twisted-in wire lathe operator (gauge of wire 10g. or more and soft coppered oval wire)			
Bench Drawing			
Feather Duster Maker			
Paint Brush Maker			
Person employed on lacquering and ducoing			
Hair Pan Hands			
Bass Pan Hands			
Bottle Brush Makers			
Finishers			
Milet Broom Makers			
Milet Broom Sewers			
Wood-working Machinists			
Ducoers and Lacquerers			
Sorters	345.40	24.00	369.40
(c) Semi-automatic Boring and Filling Machinist			
Boring Machinist (on filling machines)			
Broom and Brush Press Operator			
Mop Press Operator			
Mixing Machine Operator			
Branding Machinist	341.50	24.00	365.50
(d) Trimming Machinist and all Others	332.00	24.00	356.00

B. Delete subclause (2) of this clause and insert in lieu thereof
the following:

- (2) The rates of pay in this award include three arbitrated
-
- safety net adjustments totalling \$24.00 per week available under
-
- the Arbitrated Safety Net Adjustment Principle pursuant to either
-
- the December 1993 State Wage Decision, the December 1994 State
-
- Wage Decision and the March 1996 State Wage Decision. The first,
-
- second and third \$8.00 per week arbitrated safety net adjustments
-
- may be offset to the extent of any wage increase payable since 1
-
- November 1991 pursuant to enterprise agreements or consent awards
-
- or award variations to give effect to enterprise agreements, insofar
-
- as that wage increase or part of it has not previously been used to
-
- offset an arbitrated safety net adjustment. Increases made under
-
- previous State Wage Case Principles or under the current Statement
-
- of Principles, excepting those resulting from enterprise agreement,
-
- are not to be used to offset arbitrated safety net adjustments.

BUILDING TRADES (GOVERNMENT) AWARD 1968.**No. 31A of 1966.**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and
Plasterers Union of Workers and Others

and

Minister for Works and Others.

No. 146 of 1995.

Building Trades (Government) Award 1968.

No. 31A of 1966.

COMMISSIONER S.A. CAWLEY.

2 May 1996.

*Order.*HAVING heard Ms J. Harrison on behalf of the Applicants
and Mr K. Richardson on behalf of the Respondents, now
therefore I the undersigned pursuant to the powers conferred
pursuant to the Industrial Relations Act, 1979 as amended, do
hereby order—THAT the Building Trades (Government) Award 1968
as amended be further varied in accordance with the following
Schedule with effect from the beginning of the first pay period
commencing on or after the first day of July 1995.

(Sgd.) S. A. CAWLEY,

[L.S.]

Commissioner.

Schedule.1. Appendix D: Delete clause (1) of this Appendix and insert
the following in lieu thereof:

(1) Application

- (a) Save as provided for in this subclause this Appendix shall
-
- apply to all respondents to this award and their employees
-
- employed in classification levels set out in clause (7) in
-
- classification level 4 and above.
-
- (b) In addition this appendix shall apply to those employees
-
- employed in classification levels below classification level 4 at
-
- Royal Perth Hospital and Princess Margaret Hospital.
-
- (c) Where the provisions of this Appendix conflict with provisions
-
- elsewhere in the Award, the provisions of the Appendix shall
-
- apply to the extent of the inconsistency.

(d) The parties are at liberty to apply to extend the application of this Appendix as it relates to the employment of employees in classification levels below level 4 by named respondents to the award.

(e) The terms and conditions of this Appendix do not apply to the Minister for Works.

2. Appendix D: Insert a new clause (2) as follows and re-number the following subclauses accordingly:

(2) Operative Date

Appendix D as amended with respect to the wage relativity structure below level 4 shall come into effect from the first pay period on or after 1 July 1995.

3. Appendix D: Delete subclause (a) of the (renumbered) clause 8 and insert the following in lieu:

(a) Wage Rates

Level	Percentage	Rates	Additional Supplementary Payment \$	Total Weekly Rate \$
New Entrant	85	365.15	16.00	381.15
1 (after 3 months)	88	378.05	16.00	394.05
1 (after 12 months)	90	386.65	16.00	402.65
2	92.4	396.95	16.00	412.95
3	96	412.41	16.00	428.40
4	100	429.60	16.00	445.60
5	105	451.10	16.00	467.10
6	110	472.60	16.00	488.60
7	115	494.00	16.00	510.00
8	120	515.50	16.00	531.00
9	125	537.00	16.00	553.00

**CHILD CARE (OUT OF SCHOOL CARE—
PLAYLEADERS) AWARD.**

No. A13 of 1984.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous
Workers' Union, Miscellaneous Workers' Division, Western
Australian Branch

and

Communicare and Others.

No. 320 of 1996

Child Care (Out of School Care—Playleaders) Award.

No. A 13 of 1984.

COMMISSIONER R.H. GIFFORD.

26 June 1996.

Order.

HAVING heard Ms R. Ho on behalf of the Applicant and Mr P. Robertson on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Child Care (Out of School Care—Playleaders) Award, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 12th day of June 1996.

(Sgd.) R. H. GIFFORD,

[L.S.]

Commissioner.

Schedule.

1. Clause 22.—Salaries.

A. Delete subclause (1) (a), and (b) of this clause and insert in lieu thereof the following:

22.—SALARIES

(1) The minimum weekly rate of salary payable to persons employed pursuant to this subclause, operative from the beginning of the first pay period commencing on or after 12 June 1996, shall be:

	\$ (Per Week)
(1) (a) Playleader	
Level One (Uncertificated Employee)	
Step I	388.60
Step II	398.00
Step III	407.50
Level Two (Completed Stage One)	
Step I	407.50
Step II	417.00
Level Three (Completed Stage Two)	
Step I	417.00
Step II	426.50
Level Four (Completed Stage Three or Equivalent)	
Step I	426.50
Step II	436.00
Level Five (Completed Course or Equivalent)	
Step I	445.50
Step II	458.50
Step III	470.25
Step IV	482.00
(b) Supervisor Playleader	
Level One (Uncertificated)	
Step I	463.10
Step II	474.10
Step III	485.80
Level Two (Completed Stage One)	
Step I	485.80
Step II	497.20
Level Three (Completed Stage Two)	
Step I	497.20
Step II	508.60
Level Four (Completed Stage Three or Equivalent)	
Step I	508.60
Step II	520.00
Level Five (Completed Course or Equivalent)	
Step I	531.40
Step II	547.00
Step III	561.10
Step IV	569.50

B. Delete subclause (4) of this clause and renumber subclauses (5) to (10) as subclauses (4) to (9) respectively.

C. Delete subclause (4) of this clause and insert in lieu thereof the following:

(4) Co-ordinator—Level One

	\$ E	\$ F
Step I	569.50	569.50
Step II	597.60	597.60
Step III	620.10	620.10
Step IV	637.55	650.60
Step V	662.70	682.00

Co-ordinator—Level Two

Step I	637.60	650.60
Step II	665.85	682.00
Step III	687.85	709.50
Step IV	699.70	724.30

(a) Co-ordinator Level One with two or three years training or relevant experience enters Step I and exits Step IV.

(b) Co-ordinator Level One with four years training enters Step II and exits Step IV.

(c) Co-ordinator Level Two with two or three years training or relevant experience enters Step I and exits Step III.

(d) Co-ordinator Level Two with two or three years training or relevant experience enters Step II and exits Step IV.

(e) "Training" in terms of a Co-ordinator Level One and Level Two shall be considered to be in line with training as specified for Playleader and Supervisor Playleader.

- (f) "Relevant Experience" in terms of a Co-ordinator Level One and Level Two shall be considered to be in line with that specified for Playleader and Supervisor Playleader, subject to paragraph (g) of this subclause.
- (g) In addition to the grading, level of training and/or experience relevant to determining the appropriate level of pay for a Co-ordinator Level One and Co-ordinator Level Two in accordance with this clause, an employer may advance a Co-ordinator Level One or Co-ordinator Level Two beyond the steps or increments provided for taking into account any factor relevant to the exercise of increased skill and responsibility.
- (h) Progression from Step to Step for a Co-ordinator level One and Co-ordinator Level Two will be contingent upon:
- (i) 12 months service at each Step; and
 - (ii) satisfactory performance at each Step.

D. Delete subclause (5) of this clause and insert in lieu thereof the following:

- (5) (a) The rates payable to persons pursuant to Column E of subclause (4) shall be operative from the beginning of the first pay period commencing on or after 12 June 1996.
- (b) The rates payable to persons pursuant to Column F of subclause (4) shall be operative from the beginning of the first pay period commencing on or after 22 August 1996.

E. Delete subclause (11) and (12) of this clause and insert in lieu thereof the following:

- (10) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.
- (11) Wage relativities in the Award have been established in accordance with the September 1989 State Wage Case Decision ([1989] 69 WAIG 2917) and the establishment of a Key Minimum Classification Rate for the Qualified Child Care Giver (73 WAIG 101 and 74 WAIG 2161).

CHILD CARE (SUBSIDISED CENTRES) AWARD.

No. A26 of 1985.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch

and

Bassendean Town Council and Others.

No. 321 of 1996.

Child Care (Subsidised Centres) Award.

No. A 26 of 1985.

COMMISSIONER R.H. GIFFORD.

26 June 1996.

Order.

HAVING heard Ms R. Ho on behalf of the Applicant and Mr P. Robertson on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Child Care (Subsidised Centres) Award, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 12th day of June 1996.

(Sgd.) R. H. GIFFORD,
Commissioner.

[L.S.]

Schedule.

1. Clause 2.—Arrangement. Delete the number and title "11A. Process of Transition for Directors".

2. Clause 11.—Wages.

A. Delete the preamble and subclause (1) (a), (b), (c) and (e) of this clause and insert in lieu thereof the following:

The total minimum weekly rate of wage payable to persons employed pursuant to this award, operative from the beginning of the first pay period commencing on or after 12 June 1996, shall be:

	\$ (Per Week)
(1) (a) Child Care Support Employee—Grade One - Cleaner	388.60
Child Care Support Employee—Grade One - Kitchen Hand	395.30
Child Care Support Employee—Grade Two Step I	399.50
Step II	407.80
Child Care Giver Step I	388.60
Step II	398.00
Step III	407.50
Step IV	417.00
Qualified Child Care Giver Step IA	464.00
Step IB	482.00
Step II	496.40
Step III	510.60
Step IV	525.10
(b) Assistant Director—Grade One Step I	532.90
Step II	540.40
Step III	548.00
Assistant Director—Grade Two Step I	540.40
Step II	548.00
Step III	555.50
Assistant Director—Grade Three Step I	548.00
Step II	555.50
Step III	569.50
(c) Childrens Programme—Co-ordinator (Family Centre) Step I	482.00
Step II	495.60
Step III	525.10
Step IV	550.60
Step V	576.10
Step VI	599.70
Step VII	629.20
Step VIII	661.60

	\$ (Per Week)
(e) Qualified Occasional Care/Limited Time (State Government)	
Step 1A	14.71
Step 1B	15.28
Step II	15.73
Step III	16.20
Step IV	16.66

B. Delete subclause (3) (a) of this clause and insert in lieu thereof the following:

(a) Pre-School Teachers:

<u>Salary Level</u>	<u>\$ (per annum)</u>	<u>\$ (per week)</u>
Step I	25,853	495.60
Step II	27,392	525.10
Step III	28,827	552.60
Step IV	30,053	576.10
Step V	31,284	599.70
Step VI	32,823	629.20
Step VII	34,513	661.60
Step VIII	35,896	688.10
Step IX	37,127	711.70
Step X	38,666	741.20
Step XI	40,199	770.60

C. Delete paragraph (e) of subclause (3) of this clause.

D. Delete subclause (4) of this clause and insert in lieu thereof the following:

(4) (a) The minimum weekly rate of wage payable to persons employed as Director, operative from the beginning of the first pay period on or after 12 June 1996 shall be:

	\$ (per week)
Step I	569.50
Step II	597.50
Step III	620.10
Step IV	650.60
Step V	682.00
Step VI	709.50
Step VII	724.30
Step VIII	762.60
Step IX	791.00

(b) A Director will be graded in accordance with paragraphs (c) and (d) of this subclause.

(c) Within the grades of Director the following categories of progression shall apply:

(i) Director Grade One (as defined in Clause 27 of this award):

- a Director with two year or three year training, (as defined in paragraph (e) of this subclause):

Enter Step I

Exit Step IV

- a Director with four year training (as defined in paragraph (e) of this subclause):

Enter Step III

Exit Step VI

(ii) Director Grade Two (as defined in Clause 27 of this award):

- a Director with two year or three year training, (as defined in paragraph (e) of this subclause):

Enter Step III

Exit Step VI

- a Director with four year training (as defined in paragraph (e) of this subclause):

Enter Step V

Exit Step VIII

(iii) Director Grade Three (as defined in Clause 27 of this award):

- a Director with two year or three year training, (as defined in paragraph (e) of this subclause):

Enter Step V

Exit Step VIII

- a Director with four year training (as defined in paragraph (e) of this subclause):

Enter Step VII

Exit Step IX

(d) In addition to the grading, level of training and experience relevant to determining the appropriate rate of pay for a Director an employer may advance a Director beyond the steps/increments provided for, taking into account such factors as:

(i) number of sites supervised, size of centre(s) including number of places centre(s) licensed to cover and/or total number of children taken into care; and/or

(ii) hours of operation of the centre; and/or

(iii) other factors relevant to the exercise of increased skills and responsibilities by the Director.

(e) "Two year, three year and four year trained" refers to a tertiary or post secondary qualification which is relevant to the position of Director. Where there is a dispute as to whether a qualification is relevant to the position of Director it shall be determined by the Western Australian Industrial Relations Commission.

(f) Except as provided hereunder, in paragraph (d) of this subclause progression from step to step for Director will be contingent upon:

(i) 12 months' service at each step; and

(ii) satisfactory performance at each step.

E. Delete subclauses (7) and (8) of this clause and insert in lieu thereof the following:

(7) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

(8) Wage relativities in the Award have been established in accordance with the September 1989 State Wage Case Decision ([1989] 69 WAIG 2917) and the establishment of a Key Minimum Classification Rate for the Qualified Child Care Giver (73 WAIG 101).

3. Clause 11A.—Process of Transition for Directors. Delete this clause in its entirety.

CHILDREN'S SERVICES CONSENT AWARD, 1984.**No. A1 of 1985.**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous
Workers' Union, Miscellaneous Workers' Division, Western
Australian Branch

and

Winterfold Child Care Centre Incorporated and Others.

No. 323 of 1996.

Children's Services Consent Award, 1984.

No. A 1 of 1985.

COMMISSIONER R.H. GIFFORD.

18 June 1996.

Order.

HAVING heard Ms R. Ho on behalf of the Applicant and Ms T. Keay on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Children's Services Consent Award, 1984, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 25th day of May 1996, provided that the payment of the increase reflected in the Schedule, is not required to be effected until the first full pay period commencing on or after the 1st day of July 1996.

(Sgd.) R. H. GIFFORD,
Commissioner.

[L.S.]

Schedule.

1. Clause 22.—Wages.

A. Delete subclause (1) of this clause and insert in lieu thereof the following:

The minimum weekly rate of wage payable to persons employed pursuant to this award shall be operative from the first pay period on or after 25 May 1996.

	\$	(Per Week)
(1) Child Care Support Employee—Grade One - Cleaner		388.60
Child Care Support Employee—Grade One - Kitchen Hand		395.30
Child Care Support Employee—Grade Two	Step I	399.50
	Step II	407.80
Child Care Support Employee—Grade Three	Step I	419.40
	Step II	458.90
	Step III	479.00
	Step IV	498.30
	Step V	525.10
Child Care Giver	Step I	388.60
	Step II	398.00
	Step III	407.50
	Step IV	417.00
Qualified Child Care Giver	Step IA	464.00
	Step IB	482.00
	Step II	496.40
	Step III	510.60
	Step IV	525.10
Assistant Director Grade One	Step I	532.90
	Step II	540.40
	Step III	548.00
Assistant Director Grade Two	Step I	540.40
	Step II	548.00
	Step III	555.50
Assistant Director Grade Three	Step I	548.00
	Step II	555.50
	Step III	569.50

B. Delete the preamble and paragraph (a) of subclause (3) of this clause and insert in lieu thereof the following:

(3) Pre-School Teachers:

	\$	\$
(a) Salary Level	(Per annum)	(Per Week)
Step I	25,853	495.60
Step II	27,392	525.10
Step III	28,827	552.60
Step IV	30,053	576.10
Step V	31,284	599.70
Step VI	32,823	629.20
Step VII	34,512	661.60
Step VIII	35,895	688.10
Step IX	37,127	711.70
Step X	38,666	741.20
Step XI	40,199	770.60

C. Delete paragraph (e) of subclause (3) of this clause.

D. Delete subclause (4) of this clause and insert in lieu thereof the following:

(4) Director: The definitions and gradings of this classification are contained in Clause 27.—Classification Definitions and Skill Descriptors of this award.

	\$	(Per Week)
(a) Step I	569.50	
Step II	597.50	
Step III	620.10	
Step IV	650.60	
Step V	682.00	
Step VI	709.50	
Step VII	724.30	
Step VIII	762.60	
Step IX	791.00	
(b) A Director will be graded in accordance with paragraph (c) and (d) of this subclause.		
(c) Within the grades of Director the following categories of progression shall apply:		
(i) Director Grade One (as defined in Clause 27 of this award):		
- a Director with two year or three year training, (as defined in paragraph (e) of this subclause):		
Enters Step I		
Exits Step IV		
- a Director with four year training (as defined in paragraph (e) of this subclause):		
Enters Step III		
Exits Step VI		
(ii) Director Grade Two (as defined in Clause 27 of this award):		
- a Director with two year or three year training, (as defined in paragraph (e) of this subclause):		
Enters Step III		
Exits Step VI		
- a Director with four year training (as defined in paragraph (e) of this subclause):		
Enters Step V		
Exits Step VIII		
(iii) Director Grade Three (as defined in Clause 27 of this award):		
- a Director with two year or three year training (as defined in paragraph (e) of this subclause):		
Enters Step V		
Exits Step VIII		
- a Director with four year training (as defined in paragraph (e) of this subclause):		
Enters Step VII		
Exits Step IX		

- (d) In addition to the grading, level of training and experience relevant to determining the appropriate rate of pay for a Director an employer may advance a Director beyond the steps/increments provided for, taking into account such factors as:
- (i) number of sites supervised, size of centre(s), including number of places centre(s) licensed to cover and/or total number of children taken into care; and/or
 - (ii) hours of operation of the centre; and/or
 - (iii) other factors relevant to the exercise of increased skills and responsibilities by the Director.
- (e) "Two year, three year and four year trained" refers to a tertiary or post secondary qualification which is relevant to the position of Director. Where there is a dispute as to whether a qualification is relevant to the position of Director it shall be determined by the Western Australian Industrial Relations Commission.
- (f) Except as provided in paragraph (d) of this subclause progression from step to step for Director will be contingent upon:
- (i) 12 months' service at each step; and
 - (ii) satisfactory performance at each step.

E. Delete subclauses (7) and (8) of this clause and insert in lieu thereof the following:

- (7) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.
- (8) Wage relativities in the Award have been established in accordance with the September 1989 State Wage Case Decision ([1989] 69 WAIG 2917) and the establishment of a Key Minimum Classification Rate for the Qualified Child Care Giver (73 WAIG 101).

**CHILDREN'S SERVICES (PRIVATE) AWARD
No. A 10 of 1990.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch

and

Bassendean Day Care Centre and Others.

No. 325 of 1996.

Children's Services (Private) Award
No. A 10 of 1990.

COMMISSIONER R.H. GIFFORD.

26 June 1996.

Order:

HAVING heard Ms R. Ho on behalf of the Applicant and Mr P. Robertson on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Children's Services (Private) Award, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 12th day of June 1996.

(Sgd.) R.H. GIFFORD,

Commissioner.

[L.S.]

Schedule.

1. Clause 2.—Arrangement. Delete the number and title "22A. Process of Transition for Directors".

2. Clause 22.—Wages.

A. Delete subclause (1) (a) and (b) of this clause and insert in lieu thereof the following:

22.—WAGES

The total minimum weekly rate of wage payable to persons employed pursuant to this award, operative from the beginning of the first pay period commencing on or after 12 June 1996, shall be:

	\$ (Per Week)
(1) (a) Child Care Support Employee— Grade One—Cleaner	388.60
Child Care Support Employee— Grade One—Kitchen Hand	395.30
Child Care Support Employee— Grade Two	
Step I	399.50
Step II	407.80
Child Care Giver	
Step I	388.60
Step II	398.00
Step III	407.50
Step IV	417.00
Qualified Child Care Giver	
Step IA	464.00
Step IB	482.00
Step II	496.40
Step III	510.60
Step IV	525.10
(b) Assistant Director—Grade One	
Step I	532.90
Step II	540.40
Step III	548.00
Assistant Director—Grade Two	
Step I	540.40
Step II	548.00
Step III	555.50

	\$ (Per Week)
Assistant Director—Grade Three	
Step I	548.00
Step II	555.50
Step III	569.50

B. Delete subclause (2) (h) of this clause and insert in lieu thereof the following:

(h) Pre-School Teachers:

<u>Salary Level</u>	<u>\$ (per annum)</u>	<u>\$ (per week)</u>
Step I	25,853	495.60
Step II	27,392	525.10
Step III	28,827	552.60
Step IV	30,053	576.10
Step V	31,284	599.70
Step VI	32,823	629.20
Step VII	34,513	661.60
Step VIII	35,896	688.10
Step IX	37,127	711.70
Step X	38,666	741.20
Step XI	40,199	770.60

C. Delete subclause (3) of this clause and insert in lieu thereof the following:

(3) (a) The total minimum weekly rate of wage payable to Directors employed pursuant to this subclause shall be operative from the beginning of the first pay period on or after 12 June 1996:

	\$ (per week)
Step I	569.50
Step II	597.50
Step III	620.10
Step IV	650.60
Step V	682.00
Step VI	709.50
Step VII	724.30
Step VIII	762.60
Step IX	791.00

(b) A Director will be graded in accordance with paragraphs (c) and (d) of this subclause.

(c) Within the grades of Director the following categories of progression shall apply:

(i) Director Grade One (as defined in Clause 24 of this award):

- a Director with two year or three year training, (as defined in paragraph (e) of this subclause):

Enters Step I

Exits Step IV

- a Director with four year training (as defined in paragraph (e) of this subclause):

Enters Step II

Exits Step V

(ii) Director Grade Two (as defined in Clause 24 of this award):

- a Director with two year or three year training, (as defined in paragraph (e) of this subclause):

Enters Step III

Exits Step VI

- a Director with four year training (as defined in paragraph (e) of this subclause):

Enters Step IV

Exits Step VII

(iii) Director Grade Three (as defined in Clause 24 of this award):

- a Director with two year or three year training, (as defined in paragraph (e) of this subclause):

Enters Step V

Exits Step VIII

- a Director with four year training (as defined in paragraph (e) of this subclause):

Enters Step VI

Exits Step IX

(d) In addition to the grading, level of training and experience relevant to determining the appropriate rate of pay for a Director an employer may advance a Director beyond the steps/increments provided for, taking into account such factors as:

(i) number of sites supervised, size of centre(s) including number of places centre(s) licensed to cover and/or total number of children taken into care; and/or

(ii) hours of operation of the centre; and/or

(iii) other factors relevant to the exercise of increased skills and responsibilities by the Director.

(e) "Two year, three year and four year trained" refers to a tertiary or post secondary qualification which is relevant to the position of Director. Where there is a dispute as to whether a qualification is relevant to the position of Director it shall be determined by the Western Australian Industrial Relations Commission.

(f) Except as provided hereunder, in paragraph (d) of this subclause progression from step to step for Director will be contingent upon:

(i) 12 months' service at each step; and

(ii) satisfactory performance at each step.

D. Delete subclause (6) and (7) of this clause and insert in lieu thereof the following:

(6) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

(7) The wage relativities in this Award have been established in accordance with the September 1989 State Wage Case Decision ([1989] 69 WAIG 2917) and the establishment of a Key Minimum Classification Rate for the Qualified Child Care Giver (73 WAIG 101).

3. Clause 22A.—Process of Transition for Directors. Delete this clause in its entirety.

CLEANERS AND CARETAKERS (GOVERNMENT)**AWARD, 1975****No. 32 of 1975.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

The Hon. Premier of Western Australia and Others.

No. 327 of 1996.

Cleaners and Caretakers (Government) Award, 1975.

CHIEF COMMISSIONER W.S. COLEMAN.

5 June 1996.

Order.

HAVING heard Mr N. Whitehead on behalf of the Applicant and Ms L. Halligan on behalf of the Respondents, and by consent, and being satisfied that the application accords with the 'Statement of Principles—March 1996' pursuant to the General Order in Matter No. 1164 of 1995 (76 WAIG 911) whereby at least 12 months has elapsed since the Second Arbitrated Safety Net Adjustment was implemented and being informed of the programme established by the parties for the review of the Award under the Structural Efficiency Principle (refer to Exhibits 1 and 2);

THEN the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, hereby orders—

THAT the Cleaners and Caretakers (Government) Award, 1975 be varied for the Third Arbitrated Safety Net Adjustment in accordance with the following Schedule and that such variation shall have effect on and from the first pay period commencing on or after the 16th day of June, 1996.

(Sgd.) W.S. COLEMAN,
Chief Commissioner.

[L.S.]

Schedule.

1. Clause 17.—Wages: Delete subclause (1) of Part A—All Employees Except Those Employed By The Ministry Of Education and insert in lieu thereof the following—

(1) The minimum weekly rate of wage payable to employees covered by this award shall be as follows:

	Base Rate	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Award Wage
	\$	\$	\$
Level One			
Comprehends the following classes of work			
Kitchen Hand (Agricola College)			
1st year of employment	356.90	24.00	380.90
2nd year of employment	361.30	24.00	385.30
3rd year of employment	365.10	24.00	389.10
Attendant			
Cleaner			
Gatekeeper (Robbs Jetty)			
1st year of employment	370.10	24.00	394.10
2nd year of employment	374.10	24.00	398.10
3rd year of employment			
and thereafter	378.30	24.00	402.30
Level Two			
Comprehends the following classes of work			
Home Economic Assistant			
Car Park Attendant			
Window Cleaner			
1st year of employment	377.30	24.00	401.30

	Base Rate	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Award Wage
	\$	\$	\$
2nd year of employment	381.30	24.00	405.30
3rd year of employment and thereafter	385.10	24.00	409.10
Level Three			
Comprehends the following classes of work			
Caretaker			
Estate Attendant (Homeswest) Grade 1			
1st year of employment	388.10	24.00	412.10
2nd year of employment	391.90	24.00	415.90
3rd year of employment and thereafter	395.80	24.00	419.80
Level Four			
Comprehends the following classes of work			
Estate Attendant (Homeswest) Grade 2			
1st year of employment	399.60	24.00	423.60
2nd year of employment	403.40	24.00	427.40
3rd year of employment and thereafter	407.30	24.00	431.30
Level Five			
Comprehends the following classes of work			
Janitor			
Security Officer			
1st year of employment	404.10	24.00	428.10
2nd year of employment	408.10	24.00	432.10
3rd year of employment and thereafter	412.10	24.00	436.10
Office Attendant (Homeswest)			
1st year of employment	395.70	24.00	419.70
2nd year of employment	403.50	24.00	427.50
3rd year of employment and thereafter	413.70	24.00	437.70
Level Six			
Comprehends the following classes of work			
Court Usher			
Second Cook (Agricola College)			
1st year of employment	417.80	24.00	441.80
2nd year of employment	423.00	24.00	447.00
3rd year of employment and thereafter	427.20	24.00	451.20
Level Seven			
Comprehends the following classes of work			
Estate Attendant (Homeswest) Grade 3			
Foreperson (BMA)			
1st year of employment	430.40	24.00	454.40
2nd year of employment	434.30	24.00	458.30
3rd year of employment and thereafter	438.40	24.00	462.40
First Cook (Agricola College)			
1st year of employment	439.90	24.00	463.90
2nd year of employment	444.70	24.00	468.70
3rd year of employment and thereafter	448.30	24.00	472.30
2. Clause 17.—Wages: Delete subclause (3) of this clause and insert in lieu thereof the following—			
(3) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. This first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since			

1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

3. Clause 17.—Wages: Delete subclauses (1) and (2) of Part B—All Employees Employed By The Ministry Of Education and insert in lieu thereof the following—

(1) The minimum weekly rate of wage payable to employees covered by this award shall be as follows—

	Base Rate	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Award Wage
	\$	\$	\$
<u>Level One</u>			
Comprehends the following classes of work			
Cleaner for initial 12 months of employment	370.10	24.00	394.10
<u>Level Two</u>			
Comprehends the following classes of work			
Cleaner			
1st year of employment	374.10	24.00	398.10
2nd year of employment	377.40	24.00	401.40
3rd year of employment and thereafter	380.60	24.00	404.60
<u>Level Three</u>			
Comprehends the following classes of work			
Cleaner in Charge (of one to six employees inclusive)			
Home Economics Assistant			
1st year of employment	381.00	24.00	405.00
2nd year of employment	385.00	24.00	409.00
3rd year of employment and thereafter	389.20	24.00	413.20
<u>Level Four</u>			
Comprehends the following classes of work			
Cleaner in Charge (of seven to ten employees inclusive)			
Caretaker of Schools (employing seven to ten employees inclusive)			
1st year of employment	390.20	24.00	414.20
2nd year of employment	393.80	24.00	417.80
3rd year of employment and thereafter	398.00	24.00	422.00
<u>Level Five</u>			
Comprehends the following classes of work			
Cleaner in charge (of eleven or more employees)			
Caretaker of Schools (employing eleven or more employees)			
1st year of employment	402.20	24.00	426.20
2nd year of employment	406.00	24.00	430.00
3rd year of employment and thereafter	409.90	24.00	433.90
<u>Level Six</u>			
Comprehends the following classes of work			
Cleaner in Charge of TAFE Campuses:			
—Balga;			
—Bentley Day;			
—Bentley Night;			
—Carlisle;			

	Base Rate	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Award Wage
	\$	\$	\$
—Fremantle;			
—Grosvenor Street Day;			
—Geraldton;			
—Great Southern;			
—Leederville;			
—Midland;			
—Mount Lawley;			
—Perth Aberdeen Street Day;			
—Perth Aberdeen Street Night;			
—Main Art Department Aberdeen Street;			
—South West;			
—Wembley;			

Foreperson (Cleaning)

1st year of employment	433.30	24.00	457.30
2nd year of employment	438.60	24.00	462.60
3rd year of employment and thereafter	442.90	24.00	466.90

(2) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. This first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

CLERKS' (ACCOUNTANTS' EMPLOYEES) AWARD 1984

No. A 8 of 1982.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services Union of Employees, WA Clerical and Administrative Branch

and

C.P. Bird and Associates and Others.

No. 552 of 1996.

Clerks' (Accountants' Employees) Award 1984

No. A 8 of 1982.

COMMISSIONER A.R. BEECH.

26 June 1996.

Order:

HAVING heard Mr T. Fiorentino on behalf of the Applicant and Mr C. Keys on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Clerks' (Accountants' Employees) Award 1984 be varied in accordance with the following Schedule and that such variation shall have effect from the

beginning of the first pay period commencing on or after the 24th day of June 1996.

[L.S] (Sgd.) A.R. BEECH,
Commissioner.

Schedule.

1. Clause 11.—Rates of Pay: Delete subclause (2) of this clause and insert in lieu the following—

(2) Adult Employees (rate per week)—

(a)

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
At 21 years of age	361.40	24.00	385.40
At 22 years of age	365.60	24.00	389.60
At 23 years of age	369.30	24.00	393.30
At 24 years of age	373.30	24.00	397.30
At 25 years of age and over	377.70	24.00	401.70

(b) Adult stenographers, comptometer or calculating or ledger machine operators shall receive \$4.10 per week in addition to the rates set out in paragraph (a) of this subclause.

(c)

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
Senior Clerks (classified as such or in default of agreement by the Board of Reference)	383.70	24.00	407.70

(d) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

**CLERKS' (BAILIFFS' EMPLOYEES) AWARD 1978
No. R 19 of 1976.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services
Union of Employees, WA Clerical and Administrative
Branch

and
Bailiff's Office, Perth and Others.
No. 550 of 1996.

Clerks' (Bailiffs' Employees) Award 1978
No. R 19 of 1976.

COMMISSIONER A.R. BEECH.

26 June 1996.

Order.

HAVING heard Mr T. Fiorentino on behalf of the Applicant and Mr C. Keys on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Clerks' (Bailiffs' Employees) Award 1978 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 24th day of June 1996.

[L.S] (Sgd.) A.R. BEECH,
Commissioner.

Schedule.

1. Clause 12.—Rates of Pay: Delete subclause (2) of this clause and insert in lieu the following:

(2) Adult Employees (rate per week):

(a)

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
At 21 years of age	361.10	24.00	385.10
At 22 years of age	365.30	24.00	389.30
At 23 years of age	369.10	24.00	393.10
At 24 years of age	373.00	24.00	397.00
At 25 years of age and over	377.40	24.00	401.40

(b) Adult stenographers, comptometer or calculating or ledger machine operators shall receive \$4.10 per week in addition to the rates set out in paragraph (a) of this subclause.

2. Clause 12.—Rates of Pay: Delete subclauses (5) and (6) of this clause and insert in lieu the following:

(5) Assistant Bailiffs (wages per week):

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
On appointment	364.00	24.00	388.00
After six months' service	407.30	24.00	431.30
After two years' service	431.70	24.00	455.70

(6) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

CLERKS (COMMERCIAL RADIO AND TELEVISION BROADCASTERS) AWARD OF 1970
No. 14 C of 1968.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services
Union of Employees, WA Clerical and Administrative
Branch

and

TVW Limited and Another.

No. 549 of 1996.

Clerks (Commercial Radio and Television
Broadcasters) Award of 1970
No. 14 C of 1968.

COMMISSIONER A.R. BEECH.

26 June 1996.

Order.

HAVING heard Mr T. Fiorentino on behalf of the Applicant and Mr C. Keys on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Clerks' (Commercial Radio and Television Broadcasters) Award of 1970 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 24th day of June 1996.

(Sgd.) A.R. BEECH,

[L.S]

Commissioner.

Schedule.

1. Clause 8.—Rates of Pay: Delete subclause (2) of this clause and insert in lieu the following:

(2) Adult Employees (rate per week):

(a)

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
At 21 years of age	361.10	24.00	385.10
At 22 years of age	365.30	24.00	389.30
At 23 years of age	369.10	24.00	393.10
At 24 years of age	373.00	24.00	397.00
At 25 years of age and over	377.40	24.00	401.40

(b) Adult stenographers, comptometer or calculating or ledger machine operators shall receive \$4.10 per week in addition to the rates set out in paragraph (a) of this subclause.

(c)

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
Senior Clerks (Classified as such or in default of agreement by the Board of Reference)	383.20	24.00	407.20

(d) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

CLERKS (COMMERCIAL, SOCIAL AND PROFESSIONAL SERVICES) AWARD
No. 14 of 1972.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services
Union of Employees, WA Clerical and Administrative
Branch

and

Ad Astra Pty Ltd and Others.

No. 548 of 1996.

Clerks (Commercial, Social and Professional Services)
Award No. 14 of 1972.

COMMISSIONER A.R. BEECH.

26 June 1996.

Order.

HAVING heard Mr T. Fiorentino on behalf of the Applicant and Mr C. Keys on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Clerks' (Commercial, Social and Professional Services) Award No. 14 of 1972 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 24th day of June 1996.

(Sgd.) A.R. BEECH,

[L.S]

Commissioner.

Schedule.

1. Clause 11.—Rates of Pay: Delete paragraph (3)(a) of this clause and insert in lieu the following:

(a) (i) Adult Employees

In addition to the Base Rate payable pursuant to the provisions of subclause (2) of this clause, an adult employee employed in a grade listed hereunder, shall be paid per week the supplementary payment prescribed in this paragraph.

Grade 1	\$
1st year of experience at this grade	68.70
2nd year of experience at this grade	70.50
3rd year of such experience and thereafter	71.90
Grade 2	
1st year of experience at this grade	73.20
2nd year of experience at this grade	73.70
3rd year of such experience and thereafter	74.50
Grade 3	
1st year of experience at this grade	75.40
2nd year of such experience and thereafter	76.00

(ii) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week

arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

**CLERKS (CONTROL ROOM OPERATORS)
AWARD 1984
No. A 14 of 1981.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services
Union of Employees, WA Clerical and Administrative
Branch
and
Metropolitan Security Services and Others.
No. 547 of 1996.
Clerks' (Control Room Operators) Award 1984
No. A 14 of 1981.
COMMISSIONER A.R. BEECH.
26 June 1996.

Order.

HAVING heard Mr T. Fiorentino on behalf of the Applicant and Mr C. Keys on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Clerks' (Control Room Operators) Award 1984 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 24th day of June 1996.

[L.S.] (Sgd.) A.R. BEECH,
Commissioner.

Schedule.

1. Clause 14.—Rates of Pay: Delete subclause (2) of this clause and insert in lieu the following:

(2) Control Room Operators (wages per week):

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
During the first six months experience	361.40	24.00	385.40
Thereafter	395.50	24.00	419.50

The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made

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 arbitrated safety net adjustments.

**CLERKS' (CREDIT AND FINANCE
ESTABLISHMENTS) AWARD
No. 16 of 1952.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services
Union of Employees, WA Clerical and Administrative
Branch
and
Traders Mutual Cash Order Co and Other.
No. 546 of 1996.

Clerks' (Credit and Finance Establishments) Award
No. 16 of 1952.

COMMISSIONER A.R. BEECH.

26 June 1996.

Order.

HAVING heard Mr T. Fiorentino on behalf of the Applicant and Mr C. Keys on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Clerks' (Credit and Finance Establishments) Award be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 24th day of June 1996.

[L.S.] (Sgd.) A.R. BEECH,
Commissioner.

Schedule.

1. Clause 10.—Rates of Pay: Delete subclause (2) of this clause and insert in lieu the following:

(2) Adult Employees (rate per week):

(a)

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
At 21 years of age	361.10	24.00	385.10
At 22 years of age	365.30	24.00	389.30
At 23 years of age	369.10	24.00	393.10
At 24 years of age	373.00	24.00	397.00
At 25 years of age and over	377.40	24.00	401.40

(b) Adult stenographers, comptometer or calculating or ledger machine operators shall receive \$4.10 per week in addition to the rates set out in paragraph (a) of this subclause.

(c)

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
Senior Clerks (Classified as such or in default of agreement by the Board of Reference)	383.20	24.00	407.20

(d) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage

Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

**CLERKS' (CUSTOM AND/OR SHIPPING AND/OR FORWARDING AGENTS) AWARD
No. 47 of 1948.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services
Union of Employees, WA Clerical and Administrative
Branch
and

R.C. Sadlier Ltd and Others.
No. 545 of 1996.

Clerks' (Customs and/or Shipping and/or
Forwarding Agents) Award
No. 47 of 1948.

COMMISSIONER A.R. BEECH.

27 June 1996.

Order.

HAVING heard Mr R. Dhue on behalf of the Applicant and Mr C. Keys on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Clerks' (Customs and/or Shipping and/or Forwarding Agents) Award be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 24th day of June 1996.

(Sgd.) A.R. BEECH,

[L.S] Commissioner.

Schedule.

1. Clause 10.—Rates of Pay: Delete subclause (2) of this clause and insert in lieu the following:

(2) Adult Employees (rate per week):

(a)

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
At 21 years of age	361.10	24.00	385.10
At 22 years of age	365.30	24.00	389.30
At 23 years of age	369.10	24.00	393.10
At 24 years of age	373.00	24.00	397.00
At 25 years of age and over	377.40	24.00	401.40

(b) Adult stenographers, comptometer or calculating or ledger machine operators shall receive \$4.10 per week in addition to the rates set out in paragraph (a) of this subclause.

(c)

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
Senior Clerks (Classified as such or in default of agreement by the Board of Reference	383.20	24.00	407.20

(d) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

**CLERKS' (HOTELS, MOTELS AND CLUBS) AWARD 1979
No. R 7 of 1977.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services
Union of Employees, WA Clerical and Administrative
Branch
and

Flag Lodge and Others.
No. 541 of 1996.

Clerks' (Hotels, Motels and Clubs) Award 1979
No. R 7 of 1977.

COMMISSIONER A.R. BEECH.

27 June 1996.

Order.

HAVING heard Mr R. Dhue on behalf of the Applicant and Mr C. Keys on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Clerks' (Hotels, Motels and Clubs) Award 1979 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 24th day of June 1996.

(Sgd.) A.R. BEECH,

[L.S] Commissioner.

Schedule.

1. Clause 7.—Wages: Delete subclause (2) of this clause and insert in lieu the following:

(2) Adult Employees (rate per fortnight):

	Base Rate Per Fortnight \$	Arbitrated Safety Net Adjustment Per Fortnight \$	Total Rate Per Fortnight \$
(a) At 21 years of age	724.10	48.00	772.10
At 22 years of age	732.40	48.00	780.40
At 23 years of age	739.80	48.00	787.80
At 24 years of age	747.70	48.00	795.70

	Base Rate Per Fortnight \$	Arbitrated Safety Net Adjustment Per Fortnight \$	Total Rate Per Fortnight \$
At 25 years of age and over	756.70	48.00	804.70
(b) Adult stenographers, comptometer or calculating or ledger machine operators shall receive in addition to the rates set out in paragraph (a) of this subclause, the following amount per fortnight. Provided that the allowance shall not be paid to an employee for using a calculator for the purpose of simple arithmetic calculation.			8.30
(c) Senior Clerks (classified as such or in default of agreement, by a Board of Reference)	768.60	48.00	816.60
(d) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated net adjustment. Increases made under previous State Wage Case Principles or under the current safety net adjustments.			

**CLERKS' (R.A.C. CONTROL ROOM OFFICERS)
AWARD OF 1988
No. A 42 of 1987.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services
Union of Employees, WA Clerical and Administrative

Branch
and

Royal Automobile Club of WA.

No. 544 of 1996.

Clerks' (R.A.C. Control Room Officers) Award of 1988
No. A 42 of 1987.

COMMISSIONER A.R. BEECH.

26 June 1996.

Order.

HAVING heard Mr T. Fiorentino on behalf of the Applicant and Mr C. Keys on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Clerks' (R.A.C. Control Room Officers) Award of 1988 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 24th day of June 1996.

(Sgd.) A.R. BEECH,
Commissioner.

[L.S]

Schedule.

1. Clause 31.—Rates of Pay: Delete the sentence and the headings immediately preceding subclause (1) and delete subclauses (1), (2), (3) and (4) of this clause and insert in lieu the following:

The following shall be the base rates of wages per week payable to employees covered by this award.

	Base Rate \$	Supplementary Payment \$	Total Rate \$
(1) Grade 1: Service Operator			
Level 1	387.00	21.20	408.20
Level 2	387.00	24.00	411.00
(2) Grade 2: Service Operator			
Level 1	393.50	25.20	418.70
Level 2	398.90	24.00	422.90
(3) Grade 3: Service Operator			
Level 1	398.90	29.80	428.70
Level 2	398.90	42.30	441.20
(4) Grade 4: Service Co-ordinator			
Level 1	425.70	25.30	451.00
Level 2	425.70	40.50	466.20

2. Clause 31.—Rates of Pay: Delete subclause (9) of this clause and insert in lieu the following:

(9) Arbitrated Safety Net Adjustment:

The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

**CLERKS' (RACING INDUSTRY—BETTING)
AWARD 1978
No. R 22 of 1977.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services
Union of Employees, WA Clerical and Administrative

Branch

and

Western Australian Turf Club and Others.

No. 553 of 1996.

Clerks' (Racing Industry—Betting) Award 1978
No. R 22 of 1977.

COMMISSIONER A.R. BEECH.

26 June 1996.

Order.

HAVING heard Mr T. Fiorentino behalf of the Applicant and Ms L. Halligan on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Clerks' (Racing Industry—Betting) Award 1978 be varied in accordance with the following

Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 24th day of June 1996.

[L.S.] (Sgd.) A.R. BEECH,
Commissioner.

Schedule.

1. Clause 8.—Rates of Pay: Delete subclause (1) of this clause and insert in lieu the following:

(1) The minimum rates of pay per hour payable to the employees classified hereunder shall be:

	Base Rate Per Hour \$	Arbitrated Safety Net Adjustment Per Hour \$	Total Rate Per Hour \$
(a) Clerk	9.97	0.63	10.60
(b) Supervising Clerk and/or banker	10.41	0.63	11.04

(c) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

**CLERKS' (SWAN BREWERY CO. LTD.)
AWARD 1986
No. A 5 of 1986.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services
Union of Employees, WA Clerical and Administrative
Branch

and

The Swan Brewery Co. Ltd.

No. 554 of 1996.

Clerks' (Swan Brewery Co. Ltd.) Award 1986
No. A 5 of 1986.

COMMISSIONER A.R. BEECH.

26 June 1996.

Order.

HAVING heard Mr T. Fiorentino on behalf of the Applicant and there being no appearance on behalf of the Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Clerks' (Swan Brewery Co. Ltd.) Award 1986 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 24th day of June 1996.

[L.S.] (Sgd.) A.R. BEECH,
Commissioner.

Schedule.

1. Schedule "A"—Rates of Pay: Delete this Schedule and insert in lieu the following:

SCHEDULE "A"

Rates of Pay

(1) Graded Adults—

		Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
Grade A	1	515.20	24.00	539.20
	2	509.40	24.00	533.40
	3	503.70	24.00	527.70
Grade B	1	494.60	24.00	518.60
	2	488.90	24.00	512.90
	3	483.70	24.00	507.70
Grade C	1	473.20	24.00	497.20
	2	468.20	24.00	492.20
	3	463.30	24.00	487.30

(2) Upgraded Adults—

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
At 28 yrs of age and over	451.60	24.00	475.60
At 27 yrs of age and over	442.90	24.00	466.90
At 26 yrs of age and over	436.90	24.00	460.90
At 25 yrs of age and over	429.90	24.00	453.90
At 24 yrs of age and over	420.40	24.00	444.40
At 23 yrs of age and over	413.30	24.00	437.30
At 22 yrs of age and over	407.70	24.00	431.70
At 21 yrs of age and over	400.90	24.00	424.90

(3) Special Rates—

(a) Secretaries, stenographers, accounts typists, comptometer operators, ledger posting machine or punch card tabulator operators, teletypists, audio typists and switchboard operators:

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
At 27 yrs of age and over	455.60	24.00	479.60
At 26 yrs of age and over	440.80	24.00	464.80
At 25 yrs of age and over	433.50	24.00	457.50
At 24 yrs of age and over	425.00	24.00	449.00
At 23 yrs of age and over	417.20	24.00	441.20
At 22 yrs of age and over	411.30	24.00	435.30
At 21 yrs of age and over	405.00	24.00	429.00

(b) Senior secretaries:

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
Secretary 1	472.00	24.00	496.00
Secretary 2	483.40	24.00	507.40

(c)

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
Display Clerk	484.10	24.00	508.10

(d)

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
Programmer	495.70	24.00	519.70

(4) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(5) Junior (percent of minimum adult rate for classification in which employed).

	%
At 20 years of age	92
At 19 years of age	75
At 18 years of age	65
At 17 years of age	55
At 16 years of age and over	50

**CLERKS' (TAXI SERVICES) AWARD OF 1970
No. 14 B of 1968.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services
Union of Employees, WA Clerical and Administrative
Branch

and

Swan Taxis Co-op Ltd and Another.

No. 555 of 1996.

Clerks' (Taxi Services) Award of 1970

No. 14 B of 1968.

COMMISSIONER A.R. BEECH.

26 June 1996.

Order.

HAVING heard Mr T. Fiorentino on behalf of the Applicant and Mr C. Keys on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Clerks' (Taxi Services) Award of 1970 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 24th day of June 1996.

(Sgd.) A.R. BEECH,

[L.S] Commissioner.

Schedule.

1. Clause 10.—Rates of Pay: Delete subclause (2) of this clause and insert in lieu the following:

(2) Adult Employees (rate per week):

(a)

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
At 21 years of age	361.10	24.00	385.10
At 22 years of age	365.30	24.00	389.30
At 23 years of age	369.10	24.00	393.10
At 24 years of age	373.00	24.00	397.00
At 25 years of age and over	377.40	24.00	401.40

(b) Adult stenographers, comptometer or calculating or ledger machine operators shall receive \$4.10 per week in addition to the rates set out in paragraph (a) of this subclause.

(c)

	Base Rate Per Week \$	Arbitrated Safety Net Adjustment Per Week \$	Total Rate Per Week \$
Senior Clerks (classified as such or in default of agreement by the Board of Reference	383.20	24.00	407.20

(d) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net

Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

**CLERKS' (TIMBER) AWARD
No. 61 of 1947.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services
Union of Employees, WA Clerical and Administrative
Branch

and

Bunnings Forest Products Pty Ltd.

No. 556 of 1996.

Clerks' (Timber) Award

No. 61 of 1947.

COMMISSIONER A.R. BEECH.

26 June 1996.

Order.

HAVING heard Mr T. Fiorentino on behalf of the Applicant and Mr C. Keys on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Clerks' (Timber) Award be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 24th June 1996.

(Sgd.) A.R. BEECH,

[L.S] Commissioner.

Schedule.

1. Clause 10.—Rates of Pay: Delete paragraph (3)(a) of this clause and insert in lieu the following:

(3) Supplementary Payments (per week):

(a) (i) Adult Employees

In addition to the Base Rate payable pursuant to the provisions of subclause (2) of this clause, an adult employee employed in a grade listed hereunder shall be paid per week the supplementary payment prescribed in this subparagraph.

\$

Grade 1

1st year of experience at this grade	68.70
2nd year of experience at this grade	70.50
3rd year of such experience and thereafter	71.90

Grade 2

1st year of experience at this grade	73.20
2nd year of experience at this grade	73.70
3rd year of such experience and thereafter	74.50

	\$
Grade 3	
1st year of experience at this grade	75.40
2nd year of such experience and thereafter	76.00
(ii) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.	

	\$
Grade 1	
1st year of experience at this grade	68.70
2nd year of experience at this grade	70.50
3rd year of such experience and thereafter	71.90
Grade 2	
1st year of experience at this grade	73.20
2nd year of experience at this grade	73.70
3rd year of such experience and thereafter	74.50
Grade 3	
1st year of experience at this grade	75.40
2nd year of such experience and thereafter	76.00
(ii) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.	

**CLERKS' (WHOLESALE & RETAIL ESTABLISHMENTS) AWARD
No. 38 of 1947.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services
Union of Employees, WA Clerical and Administrative
Branch

and

A.J. Baker & Sons and Others.

No. 551 of 1996.

Clerks' (Wholesale & Retail Establishments) Award
No. 38 of 1947.

COMMISSIONER A.R. BEECH.

26 June 1996.

Order.

HAVING heard Mr T. Fiorentino on behalf of the Applicant and Mr C. Keys on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Clerks' (Wholesale and Retail Establishments) Award No. 38 of 1947 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 24th day of June 1996.

(Sgd.) A.R. BEECH,

[L.S.]

Commissioner.

Schedule.

1. Clause 11.—Rates of Pay: Delete paragraph (3)(a) of this clause and insert in lieu the following:

(a) (i) Adult Employees

In addition to the Base Rate payable pursuant to the provisions of subclause (2) of this clause, an adult employee employed in a grade listed hereunder, shall be paid per week the supplementary payment prescribed in this paragraph.

CLOTHING TRADES AWARD 1973.

No. 16 of 1972.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Clothing and Allied Trades'
Industrial Union of Workers

and

Wilsons' Silk Fair and Others.

No. 431A of 1996.

Clothing Trades Award 1973.

No. 16 of 1972.

COMMISSIONER A.R. BEECH.

1 July 1996.

Order.

HAVING heard Ms R. Geneff on behalf of the Applicant and Ms L. O'Farrell on behalf of the Respondents the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

1. THAT the application be divided into Application 431A of 1996 and 431B of 1996.
2. THAT in application 431A of 1996 the Clothing Trades Award 1973 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period to commence after the 28th day of June 1996.
3. THAT the balance of the application be ordered 431B of 1996 and be adjourned sine die.

(Sgd.) A. R. BEECH,

[L.S.]

Commissioner.

Schedule.

1. 18A.—Rates of Pay Post Transition Period: Delete subclauses (1) and (2) of this clause and insert in lieu the following:

(1) Subject to the provisions of Clause 26.—Aged, Infirm or Slow Employees of this award, employees in the skill levels set out in subclause (3) of this clause shall be paid the weekly award rate set out opposite those skill levels in subclause (2) of this clause.

(2) Skill Based Classification Structure

Rates of Pay

(a) The following wage schedule will operate from the beginning of the first pay period to commence after the 28th June 1996.

Skill Level	Relativity to Skill Level 4 %	Base Rate \$	Supplementary Payment \$	Arbitrated Safety Net Adjustment \$	Total Minimum Award Rate \$
Trainee	78	299.50	25.90	24.00	349.40
1	82	314.30	27.80	24.00	366.10
2	87.4	334.00	30.60	24.00	388.60
3	92.4	345.70	39.80	24.00	409.50
4	100	358.30	58.90	24.00	441.20
5	NA	376.30	82.60	24.00	482.90

(b) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

COMMERCIAL TRAVELLERS AND SALES REPRESENTATIVES' AWARD 1978
No. R 43 of 1978.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Sales Representatives' and Commercial Travellers' Guild of
W.A., Industrial Union of Workers

and

Leonard Industries Pty Ltd and Others.

No. 120 of 1996.

Commercial Travellers and Sales
Representatives' Award 1978
No. R 43 of 1978.

COMMISSIONER R.H. GIFFORD.

26 June 1996.

Order.

HAVING heard Mr W. Johnston on behalf of the Applicant and Mr D. Jones on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Commercial Travellers and Sales Representatives' Award 1978, be varied in accordance with the following Schedule and that such variation shall have effect

from the beginning of the first pay period commencing on or after the 17th day of June 1996.

(Sgd.) R.H. GIFFORD,

[L.S.] Commissioner.

Schedule.

Clause 7.—Wages: Delete subclause (1) of this clause and insert in lieu thereof the following:

(1) The following shall be the minimum weekly rates of wages payable to employees covered by this award with effect from the first pay period commencing on or after 17 June 1996.

(a)	Base Rate \$	Arbitrated Safety Net Adjustments \$	Award Rate \$
(i) Commercial Traveller / Sales Representative	417.20	16.00	433.20
(ii) Country Traveller / Sales Representative	451.60	16.00	467.60

The rates of pay in this award include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991, pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

The rates of pay in this award include the second \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991 pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(b) During the first three months in the industry in which the employer is engaged, an employee classified in (i) or (ii) above, shall be paid 85% of the appropriate rate of pay rounded to the nearest ten cents.

(c) (i) Probationary Commercial Traveller / Sales Representative \$368.20
(ii) Probationary Country Traveller / Sales Representative \$397.50

The above "Probationary" rates are calculated by taking 85% of the appropriate rate in paragraph (a) above and rounding to the nearest ten cents.

**COMMUNITY WELFARE DEPARTMENT
HOSTELS AWARD 1983
No. A27 of 1981.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

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

The Hon Minister for Community Development.
No. 329 of 1996.

COMMISSIONER C.B. PARKS.
13 June 1996.

Order.

HAVING heard Ms S. Ellery on behalf of the Applicant and Ms L. Halligan on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Community Welfare Department Hostels Award 1983 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after 16 June 1996.

(Sgd.) C.B. PARKS,
[L.S] Commissioner.

Schedule.

Clause 21.—Wages: Delete subclause (1) of this clause and insert in lieu thereof—

- (1) (a) The minimum weekly rates of wage payable to employees covered by this award shall be as follows:

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments \$	Minimum Award Rate \$
Cook—			
1st year of employment	397.70	24.00	421.70
2nd year of employment	402.00	24.00	426.00
3rd year of employment and thereafter	406.10	24.00	430.10
Groundsperson and/or Gardener—			
1st year of employment	383.60	24.00	407.60
2nd year of employment	385.10	24.00	409.10
3rd year of employment and thereafter	392.30	24.00	416.30
Domestic Employee—			
1st year of employment	369.70	24.00	393.70
2nd year of employment	374.30	24.00	398.30
3rd year of employment and thereafter	378.40	24.00	402.40

The classification Domestic Employee includes the following designations:

Kitchen Attendant, Pantry Attendant, Domestic, Yard Assistant, Dining Room Attendant, Laundry Employee and Machinist.

- (b) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

**COUNTRY HIGH SCHOOL HOSTELS AWARD, 1979
No. R 7A of 1979.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

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

Country High School Hostels Authority.
No. 332 of 1996.

Country High School Hostels Award, 1979
No. R 7A of 1979.

COMMISSIONER A.R. BEECH.

12 June 1996.

Order.

HAVING heard Ms S Ellery on behalf of the Applicant and Ms L. Halligan on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Country High Schools Hostels Award, 1979 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 6th day of July 1996.

(Sgd.) A.R. BEECH,
[L.S] Commissioner.

Schedule.

1. Clause 24.—Wages: Delete this clause and insert in lieu the following:

24.—WAGES

- (1) (a) The minimum weekly rates of wage payable to employees covered by this award shall be as follows:

	Base Rate \$	Arbitrated Safety Net Adjustments 1, 2 and 3 \$	Minimum Total Rate \$
Cook			
1st year of employment	397.70	24.00	421.70
2nd year of employment	402.00	24.00	426.00
3rd year of employment and thereafter	406.10	24.00	430.10
Groundsperson and/or Gardener			
1st year of employment	383.60	24.00	407.60
2nd year of employment	385.10	24.00	409.10
3rd year of employment and thereafter	392.30	24.00	416.30
Domestic Employee			
1st year of employment	369.70	24.00	393.70
2nd year of employment	374.30	24.00	398.30
3rd year of employment and thereafter	378.40	24.00	402.40

The classification Domestic Employee includes the following designations:

Kitchen Attendant, Cleaner, Yard Assistant, Dining Room Attendant and Laundry Attendant.

- (b) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

(2) General Conditions:

- (a) Senior employees appointed as such by the employer shall be paid \$14.65 per week in addition to the rates prescribed herein.
- (b) A leading hand placed in charge of not less than three other employees shall be paid \$14.65 per week extra.

**CROTHALL HOSPITAL SERVICES (W.A.)
PTY LTD AWARD
No. A3 of 1987.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

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

and

P & O Health Services formerly known as Crothall Hospital
Services Pty Ltd.
No. 344 of 1996.

COMMISSIONER C.B. PARKS.

21 June 1996.

Order.

HAVING heard Mr D. Kelly on behalf of the Applicant and Mr A. Smetana on behalf of the Respondent and there being no express objection to the claims made, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Crothall Hospital Services (W.A.) Pty Ltd Award be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after 30 May 1996.

(Sgd.) C.B. PARKS,
Commissioner.

[L.S]

Schedule.

Clause 32.—Wages: Delete this clause and insert in lieu thereof—

32.—WAGES

(1) The minimum weekly rate of wage payable to employees covered by this award shall be the Base Rate plus the Arbitrated Safety Net Adjustment (ASNA) Payment expressed hereunder:

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments \$	Minimum Weekly Rate \$
HOSPITAL WORKER LEVEL 1			
Comprehends the following classes of work:			
Carpark Attendant			
Cleaner			
Dining Attendant			
Domestic			
Gardener (other)			
Ironer and Presser			
Kitchen Assistant			
Laundry Assistant			
Maintenance Employee			
Orderly (other)			
Pantry Assistant			
Hotel Services Assistant			
Yard Assistant			
Ward Assistant			
1st year of employment	369.80	24.00	393.80

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments \$	Minimum Weekly Rate \$
2nd year of employment	374.30	24.00	398.30
3rd year of employment and thereafter	378.30	24.00	402.30
HOSPITAL WORKER LEVEL 2			
Comprehends the following classes of work:			
Machinist			
House Parent			
Gardener (only one employed)			
Orderly (handling patients)			
First Laundry Worker (where more than 1 employed)			
Washing Machine Attendant			
1st year of employment	374.90	24.00	398.90
2nd year of employment	379.80	24.00	403.80
3rd year of employment and thereafter	384.10	24.00	408.10
HOSPITAL WORKER LEVEL 3			
Comprehends the following classes of work:			
Shaving Orderly			
Theatre Assistant			
Security Attendant			
Theatre Orderly			
Call Room Orderly			
Menu Assistants			
Gardener (Herbicide and Propagator)			
Machinist (who cuts and fits)			
Boiler Firing Orderly			
CSSD Assistant (1st year of employment)			
TSSU Assistant (1st year of employment)			
1st year of employment	384.10	24.00	408.10
2nd year of employment	388.20	24.00	412.20
3rd year of employment and thereafter	392.30	24.00	416.30
HOSPITAL WORKER LEVEL 4			
Comprehends the following classes of work:			
TSSU Assistant (2nd, 3rd year of employment and thereafter)			
CSSD Assistant (2nd, 3rd year of employment and thereafter)			
Cook			
1st year of employment	389.00	24.00	413.00
2nd year of employment	393.60	24.00	417.60
3rd year of employment and thereafter.	397.30	24.00	421.30
HOSPITAL WORKER LEVEL 5			
Comprehends the following classes of work:			
Cook (only one employed)			
Storeperson			
Driver (under 3 tonnes)			
1st year of employment	404.00	24.00	428.00
2nd year of employment	407.60	24.00	431.60
3rd year of employment and thereafter	411.30	24.00	435.30
HOSPITAL WORKER LEVEL 6			
Comprehends the following classes of work:			
Driver (over 3 tonnes)			
Bus Driver (less than 25 passengers)			
Canteen Supervisor			
1st year of employment	407.80	24.00	431.80
2nd year of employment	411.30	24.00	435.30
3rd year of employment and thereafter	414.80	24.00	438.80
HOSPITAL WORKER LEVEL 7			
Comprehends the following classes of work:			
Bus Driver (over 25 passengers)			
Second Cooks			
1st year of employment	417.30	24.00	441.30
2nd year of employment	422.20	24.00	446.20
3rd year of employment and thereafter	426.40	24.00	450.40
HOSPITAL WORKER LEVEL 8			
Comprehends the following classes of work:			
Senior Food Service Attendant (Hospitals less than 100 beds)			
Deputy Head Orderly			
Machinist Tradesperson			
Horticulturist			
First Cook (where more than one employed)			
1st year of employment	440.10	24.00	464.10

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments \$	Minimum Weekly Rate \$
2nd year of employment	445.00	24.00	469.00
3rd year of employment and thereafter	448.50	24.00	472.50
HOSPITAL WORKER LEVEL 9 Comprehends the following classes of work:			
Tradesperson Cook			
Senior Food Services Attendant (more than 100 beds)			
Head Gardener			
Catering Supervisor			
Laundry Supervisor			
Head Orderly			
Domestic Supervisor/Housekeeper			
Cleaning Services Supervisor			
Linen Services Supervisor			
1st year of employment	454.80	24.00	478.80
2nd year of employment	459.10	24.00	483.10
3rd year of employment and thereafter	462.90	24.00	486.90
HOSPITAL WORKER LEVEL 10 Comprehends the following class of work:			
Chef			
1st year of employment	475.50	24.00	499.50
2nd year of employment	481.90	24.00	505.90
3rd year of employment and thereafter	488.00	24.00	512.00

(2) JUNIOR HOSPITAL EMPLOYEES

The minimum rate of wage payable to junior hospital employees shall be the following percentage of the prescribed wage for an adult employee in his/her first year of employment doing the same class of work.

	%
Under 17 years of age	60
At 17 years of age	70
At 18 years of age	80
At 19 years of age	100

(3) GENERAL CONDITIONS

- (a) The ordinary wages of any employee, placed in charge of three or more employees, shall be increased by \$14.20 per week.
- (b) Where the term "year of employment" is used in this clause, it shall mean all service whether full time or part time and regardless of the class of work with that employer.
Such service shall be calculated in periods of calendar years from the date of commencement of work with the employer and shall be by automatic progression subject to satisfactory service.
Provided that in determining the rate of wage of an employee nineteen years of age and over, service prior to attaining the age of nineteen years shall not be counted in determining the total service of an employee for the purpose of this clause.
- (c) A casual employee shall be paid a loading of twenty-five percent over the rates specified in this clause.
- (d) The hourly rate for an employee working an average of 38 hours per week shall be calculated by dividing the weekly rate herein expressed by 40.
- (e) The hourly rate for an employee actually working 38 hours shall be calculated by dividing the weekly rate herein expressed by 38.

(4) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

CULTURAL CENTRE AWARD 1987.

No. A 28 of 1988.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

Library Board of W.A. and Others.

No. 333 of 1996.

Cultural Centre Award 1987.

No. A 28 of 1988.

COMMISSIONER A.R. BEECH.

12 June 1996.

Order.

HAVING heard Ms S Ellery on behalf of the Applicant and Ms L. Halligan on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Cultural Centre Award 1987 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 16th day of June 1996.

(Sgd.) A. R. BEECH,

Commissioner.

[L.S.]

Schedule.

1. Clause 16.—Wages: Delete subclause (1) of this clause and insert in lieu the following:

(1) (a) The minimum weekly rates of wage payable to employees covered by this award shall be as follows:

	Base Rate \$	Arbitrated Safety Net Adjustments 1, 2 and 3 \$	Minimum Award Wage \$
Cleaner			
1st year of employment	370.10	24.00	394.10
2nd year of employment	374.10	24.00	398.10
3rd year of employment and thereafter	378.30	24.00	402.30
Groundskeeper			
1st year of employment	378.00	24.00	402.00
2nd year of employment	385.60	24.00	409.60
3rd year of employment and thereafter	393.70	24.00	417.70
Attendant or Receptionist Attendant			
1st year of employment	394.30	24.00	418.30
2nd year of employment	402.70	24.00	426.70
3rd year of employment and thereafter	411.10	24.00	435.10
Security Officer			
1st year of employment	394.30	24.00	418.30
2nd year of employment	402.70	24.00	426.70
3rd year of employment and thereafter	411.10	24.00	435.10
Assistant Supervisor			
1st year of employment	432.00	24.00	456.00
2nd year of employment	440.20	24.00	464.20
3rd year of employment and thereafter	448.40	24.00	472.40
Installation Assistant			
1st year of employment	461.30	24.00	485.30
2nd year of employment	468.40	24.00	492.40
3rd year of employment and thereafter	476.30	24.00	500.30
Attendant Supervisor			
1st year of employment	476.20	24.00	500.20
2nd year of employment and thereafter	491.50	24.00	515.50
Installation Supervisor			
1st year of employment	521.30	24.00	545.30
2nd year of employment and thereafter	535.40	24.00	559.40
Regional Attendant			
1st year of employment	432.00	24.00	456.00
2nd year of employment	440.20	24.00	464.20
3rd year of employment and thereafter	448.40	24.00	472.40

(b) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage

Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

**DAIRY FACTORY WORKERS' AWARD 1982
No. A 15 of 1982.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch

and
Brownes Dairy Pty Ltd and Another.
No. 334 of 1996.

Dairy Factory Workers' Award 1982
No. A 15 of 1982.

COMMISSIONER R.H. GIFFORD.

4 June 1996.

Order.

HAVING heard Mr N. Whitehead on behalf of the Applicant and Mr M. Beros on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Dairy Factory Workers' Award 1982, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 30th day of May 1996.

(Sgd.) R.H. GIFFORD,
Commissioner.

[L.S.]

Schedule.

1. Clause 29.—Wages. Delete subclause (1) of this clause and insert in lieu thereof the following:

(1) The minimum weekly rates of wage payable to employees covered by this award shall be as expressed hereunder as a base rate, supplementary payment and arbitrated safety net adjustments:

	Base Rate	Supplementary Payment	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Rate
(a) Dairy Production Worker—Grade I	\$	\$	\$	\$
A new employee with less than three months of employment in the industry who performs routine duties under supervision	284.70	40.70	24.00	349.40
(b) Dairy Production Worker—Grade II				
Shall mean an employee classified as such engaged on work in connection with or incidental to the production and distribution operations of the employer and who is able to perform duties under supervision beyond the skills of a Grade I employee and who, may be required to regularly carry out a range of the specific duties listed hereunder for which they have been suitably trained:				

	Base Rate	Supplementary Payment	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Rate
Special Duties—Grade II	\$	\$	\$	\$
(i) Recrater/Decrater				
(ii) Cool Room Hand				
(iii) Wheeler				
(iv) Yard Person				
(v) Auto Cutting (Cheese Section)				
(vi) Spotter				
(vii) Hand Packer				
(viii) Machine Feeder				
(ix) Hand Conveyor Loader				
(x) Box Maker				
(xi) Powdered Milk Bagger				
(xii) Cleaner (General)	314.00	44.80	24.00	382.80
(c) Dairy Production Worker—Grade III				
Shall mean an employee classified as such who is engaged on work in connection with or incidental to the production and distribution operations of the employer and who is able to perform duties with routine supervision, beyond the skills of a Grade II employee and who, may, be required to regularly carry out a range of the specific duties listed hereunder for which they have been suitably trained:				
Special Duties—Grade III				
(i) Mobile Electric Milk Crate Lifter				
(ii) Cheese Room Hand (Machine Operator)				
(iii) Mill attendant (Casein/Cheese Manuf. Plants)				
(iv) Separator Operator				
(v) Freezer Room Hand				
(vi) Laboratory Assistant				
(vii) Bulk Bag Operator (Milk Section)				
(viii) Separator Operator (Cheese)				
(ix) Pickers				
(x) Despatch Hands				
(xi) Cleaning/Machine Operator				
(xii) Milk Receiver and Sampler	321.20	45.90	24.00	391.10
(d) Dairy Production Worker—Grade IV				
Shall mean an employee classified as such who is engaged on work in connection with or incidental to the production and distribution operations of the employer and who is able to carry out duties beyond the skills of a Grade III employee and who, may be required to regularly carry out a range of the specific duties listed hereunder for which they have been suitably trained:				
Special Duties—Grade IV				
(i) Pasteuriser (HTST)				
(ii) Separator and/or Mix Maker				
(iii) Machine Operator (Cup)				
(iv) Tester and Grader				
(v) Cream Grader (Single)				
(vi) Cream Tester (Single)				
(vii) Assist. Cheese-maker				
(viii) Pasteuriser Operator (Cheese)				
(ix) Butter Cutter (in charge of machine)				
(x) Vacreator Operator				
(xi) Tester and Grader (Casein—Certificated)				
(xii) Casein Maker				
(xiii) Continuous Evaporator (Dryer Operator)				
(xiv) Machine Operator (Single)				
(xv) Blow Moulder Operator				
(xvi) Reverse Osmosis and/or Ultra Filtration Operator				
(xvii) Blender/Mix Maker				
(xviii) Butter Maker				
(xix) Despatch (Multiple Function)				
(xx) Boiler Attendant	328.60	46.90	24.00	399.50

	Base Rate	Supplementary Payment	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Rate
(e) Dairy Production Worker—Grade V Shall mean an employee classified as such who is engaged on work in connection with or incidental to the production and distribution operations of the employer and who is able to perform duties beyond the skills of a Grade IV employee and who, may be required to regularly carry out a range of the specific duties listed hereunder for which they have been suitably trained: Special Duties—Grade V (i) Technical Assistant (Unqualified) (ii) Butter Maker with Certificate (iii) Machine Operator (Multiple) (iv) Auto form—Fill Aspective Machine (v) Blow Moulder Operator (Advanced) (vi) Stores (Advanced) (vii) Process Controller (UHT, Ultra Clean, Pasteuriser)	\$	\$	\$	\$
(f) Dairy Production Worker—Grade VI Shall mean an employee classified as such who is engaged on work in connection with or incidental to the production and distribution operations of the employer and who is able to perform duties, beyond the skills of a Grade V employee, and who, may be required to regularly carry out at least one of the specific duties listed hereunder for which they have been suitably trained: Special Duties—Grade VI (i) Technical Assistant (Qualified) (ii) Cheese Maker (Qualified—up to 2 varieties) (iii) Process Controller (Advanced) Automated Batchmaking and Computerised Plant	343.20	49.00	24.00	416.20
(g) Dairy Production Worker—Grade VII Shall mean an employee who is classified as such who is engaged on work in connection with or incidental to the production and distribution operations of the employer and who is able to perform duties beyond the skills required of a Dairy Production Worker—Grade VI and who, may be required to regularly carry out at least one of the specific duties listed hereunder for which they have been suitably trained: Special Duties—Grade VII (i) Laboratory Technician (ii) Cheese Maker (Advanced—more than 2 varieties)	350.40	50.10	24.00	424.50
(h) (i) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments. (ii) The supplementary payment set out in the clause is to be paid in addition to the base rate prescribed by this clause, and the total rate prescribed by this clause is the award rate of pay prescribed by this clause for the respective classification.	365.20	52.00	24.00	441.20

- (iii) The supplementary payment set out in this clause represents payment in lieu of equivalent overaward payments.
- (iv) "Overaward payment" is defined as the amount (whether it be termed "overaward payment", "attendance bonus" or any term whatsoever), which an employee would receive in excess of the "award wage". Provided that such payment shall exclude overtime, shift allowance, penalty rates, disability allowances, fares and travelling time allowances and any other ancillary payments of a like nature prescribed by the award.

**DRUM RECLAIMING AWARD
No. 21 of 1961.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch

and

Imerito Drum Company and Others.

No. 336 of 1996.

Drum Reclaiming Award

No. 21 of 1961.

COMMISSIONER R.H. GIFFORD.

11 June 1996.

Order:

HAVING heard Mr D. Kelly on behalf of the Applicant and Ms J. Dowling on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Drum Reclaiming Award, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 31st day of May 1996.

(Sgd.) R.H. GIFFORD,

Commissioner.

[L.S]

Schedule.

1. Clause 25.—Rates of Pay.

A. Delete subclause (1) of this clause and insert in lieu thereof the following:

(1) The minimum weekly rates of wage payable to employees covered by this award shall be as follows:

	Base Rate	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Rate
	\$	\$	\$
Painting and incidental duties	348.30	24.00	372.30
Chiming, shaping, internal lacquering, rumberling, cleaning, classifying and drum inspecting, stencilling with a spray gun, spray painting	341.70	24.00	365.70
Yard Hands	331.50	24.00	355.50

B. Delete subclause (3) of this clause and insert in lieu thereof the following:

(3) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage

Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

Group Classification	Base Rate	Supplementary Payment	1, 2 and 3 Arbitrated Safety Net Adjustments	Minimum Rate
	\$	\$	\$	\$
D Hand Ironer	306.60	43.80	24.00	374.40
D Receiver and/or Despatcher	306.60	43.80	24.00	374.40
E Wet Cleaner	299.30	42.80	24.00	366.10
E Steam Air Finisher	299.30	42.80	24.00	366.10
E Examiner of Garments	299.30	42.80	24.00	366.10
E Assembler of Garments	299.30	42.80	24.00	366.10
E Sorter of Garments	299.30	42.80	24.00	366.10
F All other Adult Employees	284.70	40.70	24.00	349.40

DRY CLEANING AND LAUNDRY AWARD 1979.

No. R 35 of 1978.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

Valiant Dry Cleaners and Others.

No. 335 of 1996.

Dry Cleaning and Laundry Award 1979.

No. R 35 of 1978.

COMMISSIONER A.R. BEECH.

20 June 1996.

Order.

HAVING heard Ms S Ellery on behalf of the Applicant and Ms J Dowling on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Dry Cleaning and Laundry Award 1979 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 11th day of June 1996.

(Sgd.) A. R. BEECH,
Commissioner.

[L.S.]

Schedule.

1. Clause 30.—Wages: Delete subclause (1) of this clause and insert in lieu the following:

(1) The minimum weekly rate of wage payable to an adult employee covered by this award shall include the base rate plus the arbitrated safety net adjustment expressed hereunder:

(a)

Group Classification	Base Rate	Supplementary Payment	1, 2 and 3 Arbitrated Safety Net Adjustments	Minimum Rate
	\$	\$	\$	\$
A Tradesperson Dry Cleaner in charge of machinery maintenance and/or boiler	365.05	52.15	24.00	441.20
B "Invisible" Mender	337.30	48.20	24.00	409.50
B Tailor or Tailoress	337.30	48.20	24.00	409.50
C Presser	306.60	43.80	24.00	374.40
C Receiver and Despatcher in Charge (namely a person in charge of a depot and responsible for the keeping of records and responsible for cash)	306.60	43.80	24.00	374.40
C Cleaner (Operating Dry Cleaning Machine)	306.60	43.80	24.00	374.40
D Repairer (other than Tailor or Tailoress)	306.60	43.80	24.00	374.40
D Spotter	306.60	43.80	24.00	374.40
D Presser (Off-set Press)	306.60	43.80	24.00	374.40

Provided that a person employed in any area of operation of this award who is required to be solely accountable for all aspects of a self-contained dry cleaning establishment including the receiving of garments and articles, the cleaning, spotting, pressing, packaging and despatch of garments and articles, the handling of monies, the keeping of records and the maintenance of the establishment shall be paid at a rate of not less than the rate prescribed in this table for the Tradesperson Dry Cleaner. Provided that in such a case all receivers and despatchers in that establishment shall be paid in accordance with the rates prescribed for Group D of such table.

(b) Laundering Industry:

Classification	Base Rate \$	Relativity to Tradesperson %	1, 2 and 3 Arbitrated Safety Net Adjustments \$	Minimum Rate Per Week \$
Laundry Employee—Grade 1	333.75	80	24.00	357.75
Laundry Employee—Grade 2	340.45	85	24.00	364.45
Laundry Employee—Grade 3	367.00	91	24.00	391.00
Laundry Employee—Grade 4	375.30	95	24.00	399.30

Provided that an employee at Grade 1 or Grade 2 who was paid \$354.30 per week as a washing machine operator prior to the introduction of this wages structure shall continue to have his/her wage maintained at the weekly rate of \$354.30.

(c) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

**ENROLLED NURSES AND NURSING ASSISTANTS
(GOVERNMENT) AWARD
No. R 7 of 1978.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

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

and
Albany Regional Hospital and Others.
No. 337 of 1996.

COMMISSIONER C.B. PARKS.
19 June 1996.

Order.

HAVING heard Mr D. Kelly on behalf of the Applicant and
Ms T. Tansley on behalf of the Respondents and by consent,
the Commission, pursuant to the powers conferred on it under
the Industrial Relations Act, 1979, hereby orders:

THAT the Enrolled Nurses and Nursing Assistants
(Government) Award be varied in accordance with the
following Schedule and that such variation shall have
effect on and from 1 July 1996.

[L.S] (Sgd.) C.B. PARKS,
Commissioner.

Schedule.

Clause 26.—Wages: Delete subclauses (1), (2), (3), (4) and
(4A) of this clause and insert in lieu thereof—

	Base Rate \$	1st, 2nd, & 3rd Arbitrated Safety Net Adjustments \$	Weekly Rate \$
(1) Enrolled Nurse Level One			
1st year of employment	418.80	24.00	442.80
2nd year of employment	423.80	24.00	447.80
3rd year of employment and thereafter	434.70	24.00	458.70
(2) Enrolled Nurse Level Two			
1st year of employment	427.60	24.00	451.60
2nd year of employment	432.70	24.00	456.70
3rd year of employment and thereafter	443.50	24.00	467.50
(3) Enrolled Nurse Level Three	456.10	24.00	480.10
(4) Nursing Assistant (at 19 years of age and over)			
1st year of employment	377.40	24.00	401.40
2nd year of employment	387.80	24.00	411.80
3rd year of employment and thereafter	398.30	24.00	422.30

(4A) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

**ETHNIC CHILDREN'S SERVICES
INDUSTRIAL AWARD, 1993
No. A 10 of 1989.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous
Workers' Union, Miscellaneous Workers' Division, Western
Australian Branch

and
Ethnic Child Care Resources Unit (Inc).
No. 339 of 1996.

Ethnic Children's Services Industrial Award, 1993
No. A 10 of 1989.

COMMISSIONER R.H. GIFFORD.

26 June 1996.

Order.

HAVING heard Ms R. Ho on behalf of the Applicant and Ms
P. Nadas on behalf of the Respondent, and by consent, the
Commission, pursuant to the powers conferred on it under the
Industrial Relations Act, 1979, hereby orders:

THAT the Ethnic Children's Services Industrial Award,
1993, be varied in accordance with the following Sched-
ule and that such variation shall have effect from the be-
ginning of the first pay period commencing on or after
the 25th day of May 1996.

[L.S] (Sgd.) R.H. GIFFORD,
Commissioner.

Schedule.

1. Clause 2.—Arrangement. Immediately following the
number and title "27. Enterprise Flexibility Provision", insert
the following new number and title:

28. Dispute Settling Procedure

2. Clause 16.—Salaries.

A. Delete subclause (1) of this clause and insert in lieu
thereof the following:

(1) The minimum salary payable to persons em-
ployed pursuant to this award, operative from
the first pay period on or after 25 May 1996,
shall be:

Grade	Base Rate \$	1, 2 & 3 Arbitrated Safety Net Adjustments \$	Minimum Award Wage \$
1	509.40	24.00	533.40
2	532.30	24.00	556.30
3	555.30	24.00	579.30
4	578.20	24.00	602.20
5	601.10	24.00	625.10
6	624.00	24.00	648.00
7	647.00	24.00	671.00
8	669.90	24.00	693.90
9	692.80	24.00	716.80

B. Delete subclause (6) of this clause and insert in lieu
thereof the following:

(6) Child Care (Ethnic Support) Employee shall
be paid as follows:

	Base Rate \$	1, 2 & 3 Arbitrated Safety Net Adjustments \$	Minimum Award Wage \$
1st year of experience	416.25	24.00	440.25
2nd year of experience	434.30	24.00	458.30
3rd year of experience and thereafter	456.00	24.00	480.00

These rates are inclusive of the 20% loading.

C. Delete subclause (7) of this clause and insert in lieu
thereof the following:

(7) The rates of pay in this award include three
arbitrated safety net adjustments totalling

\$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

3. Clause 27.—Enterprise Flexibility Provision. Immediately following this clause, insert the following new clause:

28.—DISPUTE SETTLING PROCEDURE

- (1) The principle of conciliation and direct negotiation shall be adopted for the purpose of prevention and settlement of any questions, disputes or difficulties that may arise.
- (2) The parties shall take an early and active part in discussion and negotiation aimed at preventing or settling questions, disputes or difficulties in accordance with the agreed procedure set out hereunder.
- (3) Procedure of Settlement of Disputes
 - (a) The employee and the employee's supervisor should confer, clearly identify the facts and where possible, resolve the issue.
 - (b) If not resolved, the employee, the Union representative, the supervisor and employer representative shall confer and, where possible, resolve the issues.
 - (c) If the matter is still not settled, either party may submit the matter for conciliation/arbitration by the Western Australian Industrial Relations Commission.
- (4) Until the matter is resolved in accordance with the above procedure, the status quo shall remain. While the above procedure is being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.
- (5) It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this award any party may at any time apply for variation of the award to eliminate the alleged uncertainty or ambiguity.
- (6) The provision of this clause shall not preclude an employee from discussing any grievance with a union representative as he or she deems fit. Neither shall the provision of this clause pre-empt, limit or delay the right of the union to enter into direct negotiations with the employer to resolve matters in dispute or to address matters of mutual concern.

4. Schedule B—Respondents. Delete this schedule and insert in lieu thereof the following:

SCHEDULE B—RESPONDENTS

Ethnic Child Care Resources Unit (Inc.)
384 Oxford Street
MOUNT HAWTHORN WA 6016

**FOREMEN (BUILDING TRADES) AWARD 1991
No. A 5 of 1987.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Master Builders' Association of Western Australia (Union of Employers) and Others.

No. 506 of 1996.

Foremen (Building Trades) Award 1991
No. A 5 of 1987.

COMMISSIONER A.R. BEECH.

20 June 1996.

Order.

HAVING heard Mr J. Gallagher and with him Mr W. Tracey on behalf of the Applicant and Mr M. McLean on behalf of Respondents members of the Master Builders' Association of Western Australia (Union of Employers) and Ms S. Laferla on behalf of Respondents members of the Chamber of Commerce and Industry of Western Australia and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Foremen (Building Trades) Award 1991 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 19th day of June 1996.

(Sgd.) A.R. BEECH,

[L.S.]

Commissioner.

Schedule.

1. Clause 7.—Wages: Delete subclause (2) of this clause and insert in lieu the following:

- (2) (a) Subject to the provisions of subclause (3) of this clause, a foreman may be reclassified at any time. In the event of any dispute between an employer and the appropriate union as to the classification of any foreman employed by that employer, the matter may be referred to the Board of Reference for determination.

CLASSIFICATION

RANGE

\$
540.90
561.00
581.20
601.30
621.50
641.70
661.90

* Note—inclusive of an Industry Allowance of \$15.90.

- (b) The rates of pay in this award include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.
- (c) The rates of pay in this award include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994

State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November 1991, pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

2. Clause 15.—Location Allowances: Delete this clause and insert in lieu thereof the following:

15.—LOCATION ALLOWANCES

- (1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

TOWN	\$
Agnew	14.50
Argyle (see subclause 12)	37.50
Balladonia	14.20
Barrow Island	24.40
Boulder	5.90
Broome	23.00
Bullfinch	6.90
Carnarvon	11.70
Cockatoo Island	25.30
Coolgardie	5.90
Cue	14.70
Dampier	19.90
Denham	11.70
Derby	24.00
Esperance	4.50
Eucla	16.10
Exmouth	20.60
Fitzroy Crossing	28.90
Goldsworthy	13.30
Halls Creek	32.80
Kalbarri	4.90
Kalgoorlie	5.90
Kambalda	5.90
Karratha	23.60
Koolan Island	25.30
Koolyanobbing	6.90
Kununurra	37.50
Laverton	14.60
Learmonth	20.60
Leinster	14.50
Leonora	14.60
Madura	15.20
Marble Bar	35.70
Meekatharra	12.70
Mt Magnet	15.70
Mundrabilla	15.70
Newman	13.90
Norseman	12.20
Nullagine	35.60
Onslow	24.40
Pannawonica	18.70
Paraburdoo	18.50
Port Hedland	19.80
Ravensthorpe	7.70
Roeboorne	27.10
Sandstone	14.50
Shark Bay	11.70
Shay Gap	13.30
Southern Cross	6.90
Telfer	33.20
Teutonic Bore	14.50
Tom Price	18.50
Whim Creek	23.40
Wickham	22.80

TOWN	\$
Wiluna	14.80
Wittenoom	31.60
Wyndham	35.50

- (2) Except as provided in subclause (3) of this clause, an employee who has:

- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
- (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

- (3) Where an employee:

- (a) is provided with board and lodging by his/her employer, free of charge;

or

- (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an Order or Agreement made pursuant to the Act;

such employee shall be paid 66 2/3% of the allowances prescribed in subclause (1) of this clause.

The provisions of paragraph (b) of this subclause shall have effect on and from the 24th day of July 1990.

- (4) Except where an employee is eligible for payment of an additional allowance under subclause (2) of this clause, but on 31 December 1987 was in receipt of an amount in excess of that under General Order 603 of 1987, that employee shall continue to receive the allowance at the higher rate until 1 July 1988 when the difference between the rate being paid and that due under subclause (2) of this clause shall be reduced by 33 1/3%; the difference remaining on 1 January 1989 shall be reduced by 50% from that date and payment in accordance with subclause (2) of this clause will be implemented on 1 July 1989.

- (5) Subject to subclause (2) of this clause, junior employees, casual employees, part-time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

- (6) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

- (7) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

- (8) For the purposes of this clause:

- (a) "Dependant" shall mean—

(i) a spouse or defacto spouse; or

(ii) a child where there is no spouse or defacto spouse;

who does not receive a district or location allowance.

- (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a district or location allowance which is less than the location allowance prescribed in subclause (1) of this clause.

- (9) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Western Australian Industrial Relations

Commission. Provided that, pending any such agreement or determination, the allowance payable for that purpose shall be an amount equivalent to the district allowance in force under this Award for that town or location on 1 June 1980.

- (10) Nothing herein contained shall have the effect of reducing any 'district allowance' payable to any employee subject to the provision of this Award whilst that employee, as at 1 June 1980, remains employed by his/her present employer.
- (11) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing) for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.
- (12) The allowance prescribed for Argyle is equated to that at Kununurra as an interim allowance. Liberty is reserved to the parties to apply for a review of the allowance for Argyle in the light of changed circumstances occurring after the date of this Order.

3. Schedule B.—Respondents: Delete this Schedule and insert in lieu thereof:

SCHEDULE B—RESPONDENTS

The Master Builders' Association of Western Australia
35-37 Havelock Street
WEST PERTH WA 6005

The Master Painters, Decorators and Signwriters' Association of Western Australia
106 Caledonian Avenue
MAYLANDS WA 6051

Westswan Formwork Pty Ltd
70 Goodwood Parade
RIVERVALE WA 6103

Bobrik Constructions Pty Ltd
2565 Helena Valley Road
HELENA VALLEY WA 6056

Fibre Cement Contracting Pty Ltd
Rutland Avenue
WELSHPOOL WA 6106

Brambles Australia Limited trading as Gardener Perrot
20 Stack Street
FREMANTLE WA 6160

**FUNERAL DIRECTORS' ASSISTANTS' AWARD
No. 18 of 1962.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch
and

Bowra and O'Dea Pty Ltd and Others.
No. 341 of 1996.

Funeral Directors' Assistants' Award
No. 18 of 1962.

COMMISSIONER R.H. GIFFORD.

11 June 1996.

Order.

HAVING heard Mr D. Kelly on behalf of the Applicant and Ms J. Dowling on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Funeral Directors' Assistants' Award, be varied in accordance with the following Schedule and

that such variation shall have effect from the beginning of the first pay period commencing on or after the 31st day of May 1996.

[L.S.] (Sgd.) R.H. GIFFORD,
Commissioner.

Schedule.

Clause 10.—Wages. Delete this clause and insert in lieu thereof the following:

- (1) The minimum weekly rate of wage payable to employees covered by this award shall be as follows:

	Base Rate	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Weekly Rate
	\$	\$	\$
Branch Officer:			
First 3 months of employment	379.40	24.00	403.40
After 3 months of employment	424.90	24.00	448.90
After 12 months of employment	428.40	24.00	452.40
After 24 months of employment	432.00	24.00	456.00
Embalmer:			
First 3 months of employment	372.10	24.00	396.10
After 3 months of employment	417.60	24.00	441.60
After 12 months of employment	421.20	24.00	445.20
After 24 months of employment	424.80	24.00	448.80
Coffin Maker and/or Coffin Polisher:			
First 3 months of employment	368.10	24.00	392.10
After 3 months of employment	413.50	24.00	437.50
After 12 months of employment	417.10	24.00	441.10
After 24 months of employment	420.70	24.00	444.70
General Assistants After Hours Attendants:			
First 3 months of employment	349.10	24.00	373.10
After 3 months of employment	394.50	24.00	418.50
After 12 months of employment	398.10	24.00	422.10
After 24 months of employment	401.70	24.00	425.70

- (2) Any employee in the Head Office who arranges and attends to funeral business shall be paid the rate prescribed for a Branch Officer while employed on such work.
- (3) Leading Hands: Any employee placed by the employer in charge of three or more other employees shall be paid \$16.90 per week in addition to the amounts prescribed in this clause.
- (4) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

**FURNITURE TRADES INDUSTRY AWARD
No. A 6 of 1984.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Forest Products, Furnishing and Allied Industries
Industrial Union of Workers, W.A. Branch

and

Joyce Australia Pty Ltd and Others.
No. 568 of 1996.

Furniture Trades Industry Award
No. A 6 of 1984.

COMMISSIONER R.H. GIFFORD.

21 June 1996.

Order.

HAVING heard Mr M. Lourey on behalf of the Applicant and Mr J. Uphill on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Furniture Trades Industry Award, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 13th day of June 1996.

(Sgd.) R.H. GIFFORD,
Commissioner.

[L.S.]

Schedule.

1. Clause 8.—Wages. Delete subclauses (2), (3) and (6) of this clause and insert in lieu thereof the following:

(2) Wages

The minimum rate of wage for employees covered by this award shall be:

	Base Rate	Arbitrated Safety Net Adjustments	Total Minimum Rate
(a) Furniture Making Employee— Group 1	\$325.40	\$24.00	\$349.40
Furniture Making Employee— Group 2	\$342.10	\$24.00	\$366.10
Furniture Making Employee— Group 3	\$364.60	\$24.00	\$388.60
Furniture Making Employee— Group 4	\$385.50	\$24.00	\$409.50
Furniture Making Employee— Group 5	\$417.20	\$24.00	\$441.20
Furniture Making Employee— Group 6	\$438.10	\$24.00	\$462.10
Furniture Making Employee— Group 7	\$458.90	\$24.00	\$482.90

(b) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

(3) Tool Allowance

Where the employer does not provide a Cabinetmaker with the tools ordinarily required by a cabinetmaker in the performance of his work of cabinetmaking, the employer shall pay a tool allowance of \$9.70 per week.

The Tool Allowance for cabinetmaking apprentices shall be subject to the provisions hereof, and when applicable paid at the rate prescribed by subclause (3) of Clause 34.—Apprentices.

(6) Minimum Wage

Notwithstanding the provisions of this award, no employee (including an apprentice), twenty one years of age or over, shall be paid less than \$317.10 per week at his ordinary rate of pay in respect of the ordinary hours of work prescribed by this award, but that minimum rate of pay does not apply where the ordinary rate of pay (including any part thereof payable in addition to the award rate) is not less than \$317.10.

Where the said minimum rate of pay is applicable the same rate shall be payable on holidays, during annual leave, sick leave, long service leave and any other leave prescribed by this award.

Notwithstanding the foregoing, where in this award an additional rate is prescribed for any work 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 classification in which the employee is employed.

2. Clause 10.—Leading Hands. Delete this clause and insert in lieu thereof the following:

10.—LEADING HANDS

An employee placed in charge of:

- (1) Not less than three and not more than 10 other employees shall be paid **\$17.20** per week extra.
- (2) More than 10 and not more than 20 other employees shall be paid **\$21.20** per week extra.
- (3) More than 20 other employees shall be paid **\$27.80** per week extra.

3. Clause 15.—Meal Money. Delete subclauses (1) and (2) of this clause and insert in lieu thereof the following:

- (1) An employee required to work overtime for more than two hours Monday to Friday inclusive, shall be supplied with a meal by the employer or paid \$6.70 for a meal.
- (2) If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall provide such meal(s) or pay an amount of \$4.55 for each second or subsequent meal.

4. Clause 19A.—Car Allowance. Delete subclause (3) of this clause and insert in lieu thereof the following:

- (3) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June next following.

Rates of Hire for Use of Employee's Own Vehicle on Employer's Business.

Area and Details	Over 2600 cc	Over 1600 cc & Under -2600 cc	1600 cc & Under
	Metropolitan Area	55.6	49.8
South West Land Division	57.0	51.1	44.1
North of 23.5 South Latitude	62.5	56.2	49.0
Rest of the State	58.8	52.8	45.8
Motor Cycle (in all areas)	19.2 per kilometre		

**GRAIN HANDLING SALARIED OFFICERS'
CONSOLIDATED AWARD 1989
No. 37 of 1965.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Co-Operative Bulk Handling Limited
and

Western Australian Grain Handling Salaried Officers
Association (Union of Workers).
No. 708 of 1996.

Grain Handling Salaried Officers'
Consolidated Award 1989
No. 37 of 1965.

COMMISSIONER R.H. GIFFORD.

21 June 1996.

Order.

HAVING heard Mr M. Sandy on behalf of the Applicant and Mr A. Parks on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Grain Handling Salaried Officers' Consolidated Award 1989, be varied in accordance with the following Schedule and that such variation shall have effect on and from the 17th day of June 1996.

(Sgd.) R.H. GIFFORD.

[L.S] Commissioner.

Schedule.

1. Clause 2.—Arrangement.

- A. Delete the number and title "2A. State Wage Principles—June 1991".
- B. Immediately following the number and title "34. Casual Employees" insert the following new number and title:

35.—Continuous Operations

2. Clause 2A.—State Wage Principles—June 1991. Delete this clause.

3. Clause 7.—Hours.

- A. Delete subclause (1) of this clause and insert in lieu thereof the following:

(1) Except as provided herein, the ordinary hours of work shall be 40 per week to be worked Monday to Friday inclusive on the basis of No Fixed Hours of Duty.

- B. Delete subclauses (2), (3), (4), (5) and (6) of this clause and insert in lieu thereof the following:

(2) Where hours in excess of 40 as stated in subclause (1) are regularly required to be worked unreasonably, each Department Head shall review the work culture and, where necessary, provide additional employees.

(3) In lieu of a flexi-leave system the hours of work may be varied by agreement between the employee and Department Head and be granted on a mutually acceptable basis without loss of pay.

- C. Renumber existing subclauses (7) and (8) as subclauses (4) and (5) respectively.

- D. Insert a new subclause (6) as follows:

(6) Employees required to travel regularly in the performance of their duties shall not be kept away from his/her regular place of residence for more than 12 days.

4. Clause 8.—Shift Work.

- A. Delete subclause (7) of Part 1—Avon and Merredin and insert in lieu thereof the following:

(7) An employee may be placed on shift work at any time during the week for periods of less

than 5 ordinary shifts. Employees required to work such shifts shall be paid:

- (a) Evening shifts—time and a half for the first 2 hours and double time thereafter.
- (b) Night shifts—double time.

These shift arrangements shall continue to form part of an employees normal (40) hours of work.

- B. Insert in Part 1—Avon and Merredin at the commencement of subclause (6) the words "Subject to subclause (7)".

- C. Insert in Part 1—Avon and Merredin the following new subclauses (9) and (10) respectively:

(9) When an employee reports for duty at the commencement of any shift and is not required and then requested to commence work at a later time on another shift, a minimum of three (3) hours ordinary salary shall be paid at the appropriate rate of the shift not worked.

(10) All commencement and finishing times of shifts shall not be inflexible.

- D. Delete subclause (5) of Part II and insert in lieu thereof the following:

(5) An employee may be placed on shift work for periods of less than 5 ordinary days. Employees who work periods of less than 5 ordinary days shall be paid proportionally per day at a penalty rate for evening shifts of time and a half for the first 2 hours and double time thereafter and for midnight shifts at a rate of double time. The shift arrangements shall continue to form part of an employees normal (40) hours of work.

- E. Delete subclause (6) of Part II—Kwinana Terminal and insert in lieu thereof the following new subclauses (6), (7), (8), (9) and (10):

(6) All time worked between 11.00 pm on the day preceding a holiday under this Award and 11.00 pm on that holiday shall be deemed to be overtime.

(7) Where an employee works in excess of eight hours on any of the days prescribed as holidays in Clause 17.—Holidays, of this Award, payment shall be at the rate of double time and one half.

(8) (a) When overtime work is necessary under this clause it shall, whenever practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

(b) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work or shift on the next day so that the employee has not had at least eight consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer such an employee resumes or continues work without having had such eight consecutive hours off duty the employee shall be paid at double rates until released from duty for such period and then shall be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (9) When an employee reports for duty at the commencement of any shift and is not required and then requested to commence work at a later time on another shift, a minimum of three (3) hours salary shall be paid at the appropriate rate of the shift not worked.
- (10) All commencement and finishing times of shifts shall not be inflexible.
- F. Delete subclause (5) of Part III—Other Work Places and insert in lieu thereof the following:
 - (5) An employee may be placed on shift work for periods of less than 5 ordinary days. Employees who work periods of less than 5 ordinary days shall be paid proportionally per day at a penalty rate for evening shifts of time and a half for the first 2 hours and double time thereafter and for midnight shifts at a rate of double time. The shift arrangements shall continue to form part of an employees normal (40) hours of work.
- G. Delete subclause (6) of Part III—Other Work Places and insert in lieu thereof the following new subclauses (6) and (7):
 - (6) When an employee reports for duty at the commencement of any shift and is not required and then requested to commence work at a later time on another shift, a minimum of three (3) hours salary shall be paid at the appropriate rate of the shift not worked.
 - (7) All commencement and finishing times of shifts shall not be inflexible.
- 5. Clause 9.—Overtime.
 - A. Delete subclause (1) of this clause and insert in lieu thereof the following:
 - (1) Except as hereinafter provided no overtime may be claimed Monday to Friday except in the case of call outs.
 - B. Delete subclause (2) of this clause.
 - C. Delete the words “prior to 12.00 noon” in paragraph (a) of subclause (3) of this clause.
 - D. Delete paragraph (b) of subclause (3) of this clause.
 - E. Renumber paragraphs (c) and (d) of subclause (3) as (b) and (c) respectively and insert new paragraph (d) as follows:
 - (d) Where authorised overtime is worked by an employee it shall be paid at the appropriate rate to the closest 6 minute interval in each hour (one tenth of an hour) following the normal overtime minimums that may apply.
 - F. Delete subclause (4) of this clause.
 - G. Delete the words “and on Saturdays after 12.00 noon” in subclause (6) of this clause.
 - H. Delete subclause (8) and insert in lieu thereof the following:
 - (8) Where an employee leaves the job for the day and is recalled to attend an emergency, payment shall be for the time so spent at the rate of time and one half for the first two hours and double time thereafter.
 - I. Delete subclause (9) and renumber subclauses (3), (5), (6), (7) and (8) as subclauses (2), (3), (4), (5) and (6) respectively.
- 6. Clause 17.—Holidays. Delete the words “Easter Tuesday” wherever mentioned throughout subclause (1).
- 7. Clause 31.—Salaries. Delete paragraph (a) of subclause (3) of this clause and insert in lieu thereof the following:
 - (a) The salary rate per annum for adult employees shall be as follows:

	BASE	1ST INCREMENT	2ND INCREMENT
Level 10	64,531	66,951	69,462
Level 9	57,784	59,951	62,199
Level 8	51,742	53,682	55,695
Level 7	46,332	48,069	49,872
Level 6	41,487	43,043	44,657
Level 5	37,149	38,542	39,987

	BASE	1ST INCREMENT	2ND INCREMENT
Level 4	33,265	34,512	35,806
Level 3	29,787	30,904	32,063
Level 2	26,672	27,672	28,710
Level 1	23,883	24,779	25,708

8. Clause 34.—Casual Employees. Immediately following this clause, insert the following new clause:

35.—CONTINUOUS OPERATIONS

- (1) Where required by the Employer, Employees will operate functions on a continuous basis throughout a work period without the need to halt operations for meal or rest periods, or the necessity of additional manning levels.
- (2) Continuous Operations shall be introduced into all work regions through the process of staggering of meal and rest periods.
- (3) Meal periods shall be taken between the fourth and sixth hour of work in each shift or such other times as agreed between the parties.

GOVERNMENT RAILWAYS LOCOMOTIVE ENGINEMEN’S AWARD 1973-1990.

No. 13 of 1973.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Government Railways Commission and

The West Australian Locomotive Engine Drivers’, Firemen’s and Cleaners’ Union of Workers.

No. 648 of 1996.

Government Railways Locomotive Enginemen’s Award 1973-1990.

No. 13 of 1973.

COMMISSIONER P E SCOTT.

3 July 1996.

Order.

HAVING heard Ms M Kovacevich on behalf of the Applicant and Mr D McPolin on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Government Railways Locomotive Enginemen’s Award 1973-1990 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 1st day of July 1996.

(Sgd.) P. E. SCOTT,

[L.S.]

Commissioner.

Schedule.

1. Clause 35.—District Allowance: Delete subclause (1) and insert the following:

(1) District Allowances as specified below, shall be paid to workers stationed at—

	\$ Per Week
(i) Carrabin to Kalgoorlie except the following where the allowance shall be—Kalgoorlie	11.31
(ii) Northwards of Kalgoorlie	3.41
(iii) Norseman	22.65
Salmon Gums	6.81
Esperance	22.65
(iv) Perenjori, Koorda, Mukinbudin and Kalannie	3.41
(v) Amery	11.31
	6.81

(vi) Kulja and Beacon	22.65
(vii) Mullewa and Miling	3.41
(viii) Eneabba	11.31

**GOVERNMENT WATER SUPPLY, SEWERAGE AND DRAINAGE EMPLOYEES AWARD 1981
No. 2 of 1980.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

Communications, Electrical, Electronic, Energy,
Information, Postal, Plumbing and Allied Workers Union of
Australia, Engineering and Electrical Division, WA Branch
and

Water Authority of WA and Others.
No. 577 of 1996.

COMMISSIONER C.B. PARKS.

27 June 1996.

Order.

HAVING heard Mr C. Young on behalf of the Applicant and another, and Mr K. Provost on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT Application No. 577 of 1996, made for the purpose of amending the Government Water Supply, Sewerage and Drainage Employees Award 1981 be—

- (1) amended in the terms of Exhibit Y1; and
- (2) that the amended claim be and is hereby divided into the following two separate parts—
 - (a) 577A of 1996 which will be concluded by a further order of the Commission that amends the aforementioned award, to the extent agreed between the parties in relation to Clause 38.—Wages; and
 - (b) 577B of 1996 which shall be constituted of the disputed claim that Clause 28.—Enterprise Flexibility Provisions be inserted into the aforementioned award; and

THAT proceedings to hear and determine matter No. 577B of 1995 be and are hereby adjourned to a date to be fixed.

[L.S]

(Sgd.) C.B. PARKS,
Commissioner.

**HEALTH ATTENDANTS AWARD, 1979
No. A 49 of 1978.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

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

Carine Glades Health Studio and Others.
No. 346 of 1996.

COMMISSIONER C.B. PARKS.

27 June 1996.

Order.

HAVING heard Mr D. Kelly on behalf of the Applicant and Mr P.G. Robertson on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Health Attendants Award, 1979 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after 1 June 1996.

(Sgd.) C.B. PARKS,
Commissioner.

Schedule.

Clause 11.—Wages:

- A. Delete subclause (1) of this clause and insert in lieu thereof—

	Base Rate Per Week \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustment \$	Minimum Weekly Rate \$
(1) Adult Employees:			
Instructor/ess Controller	363.30	24.00	387.30
Instructor/ess	350.70	24.00	374.70
Masseur/Masseuse	350.70	24.00	374.70
Health Attendant	337.10	24.00	361.10

- B. Delete subclause (3) of this clause and insert in lieu thereof—

- (3) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

**HORTICULTURAL (NURSERY) INDUSTRY AWARD
No. 30 of 1980.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Australian Workers' Union, West Australian Branch,
Industrial Union of Workers
and

Adrians Nursery and Others.
No. 527(A) of 1996.

The Horticultural (Nursery) Industry Award
No. 30 of 1980.

COMMISSIONER R.H. GIFFORD.

18 June 1996.

Order.

HAVING heard Mr M. Lourey on behalf of the Applicant and Mr S. Foy on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Horticultural (Nursery) Industry Award, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 13th day of June 1996.

(Sgd.) R.H. GIFFORD,
Commissioner.

[L.S]

Schedule.

1. Clause 2.—Arrangement. Immediately following the number and title “7. Contract of Service” insert the following new numbers and titles:

- 7A. Notification of Change
7B. Redundancy

2. Clause 5.—Wages. Delete the preamble and subclause (1) of this clause and insert in lieu thereof the following:

The minimum weekly rate of wages payable to employees under this award shall be as follows:

(1) Adult Employees	Base Rate \$	Arbitrated Safety Net Adjustments \$	Total Rate \$
Trainee (90% of Horticultural Employee Grade 1 rate)	283.20	16.00	299.20
Horticultural Employee Grade 1	314.70	16.00	330.70
Horticultural Employee Grade 2	332.10	16.00	348.10
Horticultural Employee Grade 3	337.70	16.00	353.70
Horticultural Tradesperson Grade 1	388.30	16.00	404.30
Horticultural Tradesperson Grade 2	407.00	16.00	423.00
Horticultural Tradesperson Advanced	425.60	16.00	441.60

The rates of pay in this award include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made 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 arbitrated safety net adjustments.

The rates of pay in this award include the second \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991, pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements,

insofar as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

“Overaward payment” shall mean the amount (whether it be termed “overaward payment”, “attendance bonus” or any term whatsoever) which an employee would receive in excess of the “award wage”. Provided that such payment shall exclude overtime, shift allowance, penalty rates, disability allowances, fares and travelling time and any other ancillary payments of a like nature prescribed by the award.

3. Clause 7.—Contract of Service. Immediately following this clause, insert the following new clause:

7A.—NOTIFICATION OF CHANGE

(1) Employer's Duty to Notify

(a) Where an employer has made a definite decision to introduce major changes in production, program, 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 their union or unions.

(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 the 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 effects”.

(2) Employer's Duty to Discuss Change

(a) The employer shall discuss with the employees affected and their union or unions, the introduction of the changes referred to in subclause (1) of this clause among other things, the effects of the changes are likely to have on employees, measures to avoid or minimise the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.

(b) The discussion shall commence as soon as is practicable after a definite decision has been made by the employer to make the changes referred to in subclause (1) paragraph (a) of this clause.

(c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their union or unions, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and 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 the employer's interests.

4. Clause 7A.—Notification of Change. Immediately following this clause, insert the following new clause:

7B.—REDUNDANCY

(1) Discussions Before Terminations

(a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment,

the employer shall hold discussions with the employees directly affected and with the union.

- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision that would invoke the provisions of subclause (1) paragraph (a) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse affect of any terminations on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and the union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

(2) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (1) hereof, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

(3) Severance Pay

In addition to the period of notice prescribed for ordinary termination in Clause 7.—Contract of Service, subclause (5) paragraph (a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in subclause (1) paragraph (a) hereof, shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of Continuous Service	Severance Pay
1 year or less	Nil
1 year and up to the completion of 2 years	4 weeks
2 year and up to the completion of 3 years	6 weeks
3 year and up to the completion of 4 years	7 weeks
4 years and over	8 weeks

"Week's Pay" means the ordinary time rate of pay for the employee concerned. Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

(4) Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in subclause (1) paragraph (a) hereof, may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice.

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(5) Alternative Employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

(6) Time Off During Notice Period

- (a) During the period of notice of termination given by the employer an employee shall be

allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(7) Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees in the circumstances outlined in clause subclause (1) paragraph (a) hereof, the employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(8) Superannuation Benefit

Subject to an order of the Commission, where an employee who is terminated receives a benefit from a superannuation scheme, he or she shall only receive under subclause (3) hereof, the difference between the severance pay specified in that subclause and the amount of the superannuation benefit he or she receives, that is attributable to employer contributions only.

If the superannuation benefit is equal to, or greater than the amount due under subclause (3) hereof, then he or she shall receive no payment under that subclause.

"Superannuation Scheme" in this subclause, shall mean a scheme other than one implemented solely for purposes of compliance with Clause 26.—Superannuation of this award, or an Order of the Western Australian Industrial Relations Commission.

(9) Transmission of Business

- (a) Where, before or after the date of this award, a business is transmitted from an employer (in this subclause called "the transmitter") to another employer (in this subclause called "(the transferee)"), an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee:

- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transferee.

- (b) In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

(10) Employees With Less Than One Year's Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

(11) Employees Exempted

This clause shall not apply where employment is terminated as a consequence of misconduct justifying instant dismissal, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

(12) Employers Exempted

Subject to an order of the Commission, in a particular redundancy case, this clause shall not apply to employers who employ less than 15 employees.

(13) Incapacity to Pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

5. Schedule A—Respondents. Delete this schedule and insert in lieu thereof the following:

SCHEDULE A—RESPONDENTS

1. Advanced Nursery
2. All Palms Nursery
3. Benara Nurseries
4. Bold Venture Nursery
5. Bush Berry Farm
6. Dawson Garden Centres
7. Garden Harmony
8. Gladalan Nursery
9. Nursery Australia Pty Ltd
10. Stoneville Fruit Tree Nursery

**HOSPITAL EMPLOYEES' (HOME OF PEACE)
CONSOLIDATED AWARD 1981.**

No. 26 of 1960.

WESTERN AUSTRALIAN

INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

Homes of Peace Inc.

No. 348 of 1996.

COMMISSIONER C.B. PARKS.

27 June 1996.

Order.

HAVING heard Mr D. Kelly on behalf of the Applicant and Mr P.G. Robertson on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Hospital Employees' (Home of Peace) Consolidated Award 1981 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after 30 May 1996.

(Sgd.) C. B. PARKS,

[L.S.] Commissioner.

Schedule.

Clause 28.—Wages: Delete this clause and insert in lieu thereof—

28.—WAGES

- (1) The minimum weekly rate of wage payable to employees covered by this award shall be the Base Rate

plus the Arbitrated Safety Net Adjustment (ASNA) Payment expressed hereunder:

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments \$	Minimum Weekly Rate \$
HOSPITAL WORKER LEVEL 1			
Comprehends the following classes of work:			
Carpark Attendant			
Cleaner			
Dining Attendant			
Domestic			
Gardener (Other)			
Ironer and Presser			
Kitchen Assistant			
Laundry Assistant			
Orderly (Other)			
Pantry Assistant			
Hotel Services Assistant			
Yard Assistant			
Ward Assistant			
1st year of employment	369.80	24.00	393.80
2nd year of employment	374.30	24.00	398.30
3rd year of employment and thereafter	378.30	24.00	402.30
HOSPITAL WORKER LEVEL 2			
Comprehends the following classes of work:			
Machinist			
House Parent			
Gardener (only one employed)			
Orderly (handling patients)			
First Laundry Worker (where more than 1 employed)			
Washing Machine Attendant			
1st year of employment	374.90	24.00	398.90
2nd year of employment	379.80	24.00	403.80
3rd year of employment and thereafter	384.10	24.00	408.10
HOSPITAL WORKER LEVEL 3			
Comprehends the following classes of work:			
Shaving Orderly			
Theatre Assistant			
Security Attendant			
Theatre Orderly			
Call Room Orderly			
Menu Assistants			
Gardener (Herbicide and Propagator)			
Machinist (who cuts and fits)			
Boiler Firing Orderly			
TSSU Assistant (1st year of employment)			
CSSD Assistant (1st year of employment)			
Maintenance Employee			
1st year of employment	384.10	24.00	408.10
2nd year of employment	388.20	24.00	412.20
3rd year of employment and thereafter	392.30	24.00	416.30
HOSPITAL WORKER LEVEL 4			
Comprehends the following classes of work:			
TSSU Assistant (2nd, 3rd year of employment and thereafter)			
CSSD Assistant (2nd, 3rd year of employment and thereafter)			
Cook (Other)			
1st year of employment	389.00	24.00	413.00
2nd year of employment	393.60	24.00	417.60
3rd year of employment and thereafter	397.30	24.00	421.30
HOSPITAL WORKER LEVEL 5			
Comprehends the following classes of work:			
Cook (only one employed)			
Storeperson			
Driver (under 3 tonnes)			
1st year of employment	404.00	24.00	428.00
2nd year of employment	407.60	24.00	431.60
3rd year of employment and thereafter	411.30	24.00	435.30

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments \$	Minimum Weekly Rate \$
HOSPITAL WORKER LEVEL 6			
Comprehends the following classes of work:			
Driver (over 3 tonnes)			
Bus Driver (less than 25 passengers)			
Canteen Supervisor			
1st year of employment	407.80	24.00	431.80
2nd year of employment	411.30	24.00	435.30
3rd year of employment and thereafter	414.80	24.00	438.80
HOSPITAL WORKER LEVEL 7			
Comprehends the following classes of work:			
Bus Driver (over 25 passengers)			
Second Cooks			
1st year of employment	417.30	24.00	441.30
2nd year of employment	422.20	24.00	446.20
3rd year of employment and thereafter	426.40	24.00	450.40
HOSPITAL WORKER LEVEL 8			
Comprehends the following classes of work:			
Senior Food Service Attendant (Hospitals less than 100 beds)			
Deputy Head Orderly			
Machinist Tradesperson			
Horticulturist			
First Cook (where more than one employed)			
1st year of employment	440.10	24.00	464.10
2nd year of employment	445.00	24.00	469.00
3rd year of employment and thereafter	448.50	24.00	472.50
HOSPITAL WORKER LEVEL 9			
Comprehends the following classes of work:			
Tradesperson Cook			
Senior Food Services Attendant (more than 100 beds)			
Head Gardener			
Catering Supervisor			
Laundry Supervisor			
Head Orderly			
Domestic Supervisor/Housekeeper			
Cleaning Services Supervisor			
Linen Services Supervisor			
1st year of employment	454.80	24.00	478.80
2nd year of employment	459.10	24.00	483.10
3rd year of employment and thereafter	462.90	24.00	486.90
HOSPITAL WORKER LEVEL 10			
Comprehends the following class of work:			
Chef			
1st year of employment	475.50	24.00	499.50
2nd year of employment	481.90	24.00	505.90
3rd year of employment and thereafter	488.00	24.00	512.00

(2) General Conditions

- (a) The ordinary wages of any employee, placed in charge of three or more employees, shall be increased by \$14.20 per week.
- (b) Where the term "year of employment" is used in this clause, it shall mean all service whether full time or part time and regardless of the class of work with that employer. Such service shall be calculated in periods of calendar years from the date of commencement of work with the employer and by automatic progression subject to satisfactory service.
- Provided that in determining the rate of wage of an employee 19 years of age and over, service prior to attaining the age of 19 years shall not be counted in determining the total service of an employee for the purpose of this clause.
- (c) A casual employee shall be paid a loading of 25% over the rates specified in this clause.
- (d) The hourly rate for an employee working an average of 38 hours per week shall be

calculated by dividing the weekly rate herein expressed by 40.

- (e) The hourly rate for an employee actually working 38 hours shall be calculated by dividing the weekly rate herein expressed by 38.
- (3) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

HOSPITAL EMPLOYEES' (PERTH DENTAL HOSPITAL) AWARD 1971.

No. 4 of 1970.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

Perth Dental Hospital.

No. 349 of 1996.

COMMISSIONER C.B. PARKS.

19 June 1996.

Order.

HAVING heard Mr D. Kelly on behalf of the Applicant and Ms T. Tansley on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Hospital Employees' (Perth Dental Hospital) Award 1971 be varied in accordance with the following Schedule and that such variation shall have effect on and from 1 July 1996.

(Sgd.) C. B. PARKS,
Commissioner.

[L.S.]

Schedule.

Clause 19.—Wages: Delete subclauses (1) of this clause and insert in lieu thereof—

	Per Week \$	1st, 2nd, & 3rd Arbitrated Safety Net Adjustments \$	Base Rate \$
(1) Technicians:			
(a) Dental Technician			
1st year of employment	486.40	24.00	510.40
2nd year of employment	500.90	24.00	524.90
3rd year of employment	516.00	24.00	540.00
4th year of employment and thereafter	531.70	24.00	555.70
(b) Dental Technician Advanced Level One			
1st year of employment	508.60	24.00	532.60
2nd year of employment	522.10	24.00	546.10
3rd year of employment	536.30	24.00	560.30
4th year of employment and thereafter	558.90	24.00	582.90

	Per Week \$	1st, 2nd, & 3rd Arbitrated Safety Net Adjustments \$	Base Rate \$
(c) Dental Technician Advanced Level Two			
1st year of employment	531.70	24.00	555.70
2nd year of employment	548.00	24.00	572.00
3rd year of employment	565.70	24.00	589.70
4th year of employment and thereafter	583.40	24.00	607.40
(d) Apprentices: The weekly rate of wage shall be a percentage of the tradesperson's rate as under:			
(i) Four Year Term		%	
1st year of employment		42	
2nd year of employment		55	
3rd year of employment		75	
4th year of employment		88	
(ii) Three and a Half Year Term			
1st six months		42	
Next Year		55	
Next following year		75	
Final year		88	
(iii) Three Year Term			
1st year of employment		55	
2nd year of employment		75	
3rd year of employment and thereafter		88	

For the purposes of this part, "Tradesperson's Rate" means the total wage prescribed in paragraph (1)(a) of this clause for the first year dental technician.

- (e) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

HOSPITAL LAUNDRY & LINEN SERVICE (GOVERNMENT) AWARD, 1982.

No. A 36 of 1981.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

Healthcare Linen and Others.

No. 350 of 1996.

COMMISSIONER C.B. PARKS.

13 June 1996.

Order.

HAVING heard Ms S. Ellery on behalf of the Applicant and Ms L. Halligan on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Hospital Laundry & Linen Service (Government) Award, 1982 be varied in accordance with the following Schedule and that such variation shall have effect

from the beginning of the first pay period commencing on or after 16 June 1996.

(Sgd.) C. B. PARKS,
Commissioner.

[L.S.]

Schedule.

Clause 25.—Wages: Delete subclause (1) of this clause and insert in lieu thereof—

- (1) The minimum weekly rate of wage payable to an employee covered by this award shall include the base rate plus the Arbitrated Safety Net Adjustment expressed hereunder:

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments \$	Minimum Award Rate \$
Level One Comprehends the following class of work: Laundry Operator			
1st year of employment	369.50	24.00	393.50
2nd year of employment	374.10	24.00	398.10
3rd year of employment and thereafter	378.00	24.00	402.00
Level Two Comprehends the following class of work: Laundry Person Grade I			
1st year of employment	374.60	24.00	398.60
2nd year of employment	379.60	24.00	403.60
3rd year of employment and thereafter	383.80	24.00	407.80
Level Three Comprehends the following class of work: Machinist Gardener			
1st year of employment	379.40	24.00	403.40
2nd year of employment	383.60	24.00	407.60
3rd year of employment and thereafter	387.20	24.00	411.20
Level Four Comprehends the following classes of work: Laundry Presser Spotter Dry Cleaner			
1st year of employment	380.70	24.00	404.70
2nd year of employment	384.40	24.00	408.40
3rd year of employment and thereafter	389.00	24.00	413.00
Level Five Comprehends the following class of work: Laundry Person Grade II			
1st year of employment	383.10	24.00	407.10
2nd year of employment	387.90	24.00	411.90
3rd year of employment and thereafter	391.90	24.00	415.90
Level Six Comprehends the following class of work: CSSD Assistant			
1st year of employment	388.90	24.00	412.90
2nd year of employment	393.40	24.00	417.40
3rd year of employment and thereafter	397.10	24.00	421.10
Level Seven Comprehends the following classes of work: Dry Cleaner Dry Cleaner Presser			
1st year of employment	393.60	24.00	417.60
2nd year of employment	397.60	24.00	421.60
3rd year of employment and thereafter	401.50	24.00	425.50
Level Eight Comprehends the following classes of work: Driver (up to 13.9 tonnes Gross Vehicle Mass or Gross Combination Mass) Storeperson Cook Security Officer			
1st year of employment	405.60	24.00	429.60
2nd year of employment	409.00	24.00	433.00
3rd year of employment and thereafter	412.40	24.00	436.40
Level Nine Comprehends the following class of work: Supervisor Grade One			
1st year of employment	415.00	24.00	439.00
2nd year of employment	420.00	24.00	444.00
3rd year of employment and thereafter	424.20	24.00	448.20

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments \$	Minimum Award Rate \$
Level Ten Comprehends the following class of work: Supervisor Grade Two			
1st year of employment	432.70	24.00	456.70
2nd year of employment	437.90	24.00	461.90
3rd year of employment and thereafter	442.10	24.00	466.10
Level Eleven Comprehends the following class of work: Supervisor Grade Three			
1st year of employment	463.70	24.00	487.70
2nd year of employment	468.80	24.00	492.80
3rd year of employment and thereafter	473.10	24.00	497.10
Level Twelve Comprehends the following class of work: Supervisor Grade Four			
1st year of employment	481.40	24.00	505.40
2nd year of employment	486.60	24.00	510.60
3rd year of employment and thereafter	490.80	24.00	514.80

- (b) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

**HOSPITAL WORKERS (CLEANING
CONTRACTOR—PRIVATE
HOSPITALS) AWARD 1978
No. R 2 of 1977.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

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

and

P & O Berkley Challenge formerly known as Powerclean.
No. 351 of 1996.

COMMISSIONER C.B. PARKS.

21 June 1996.

Order.

HAVING heard Mr D. Kelly on behalf of the Applicant and Mr A. Smetana on behalf of the Respondent and there being no express objection to the claims made, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Hospital Workers (Cleaning Contractor—Private Hospitals) Award 1978 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after 30 May 1996.

(Sgd.) C.B. PARKS,
Commissioner.

[L.S.]

Schedule.

Clause 32.—Wages:

A. Delete subclause (1)(a) and (b) of this clause and insert in lieu thereof—

- (1) The minimum weekly rate of wage payable to employees covered by this award shall be the Base Rate plus the Arbitrated Safety Net Adjustment (ASNA) Payment expressed hereunder:

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments \$	Minimum Weekly Rate \$
(a) Cleaner:			
1st year of employment	369.80	24.00	393.80
2nd year of employment	374.30	24.00	398.30
3rd year of employment and thereafter	378.30	24.00	402.30
(b) Window Cleaner:			
1st year of employment	378.30	24.00	402.30
2nd year of employment	382.60	24.00	406.60
3rd year of employment and thereafter	387.10	24.00	411.10

B. Delete subclause (3) of this clause and insert in lieu thereof—

- (3) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

**HOSPITAL WORKERS (GOVERNMENT) AWARD
No. 21 of 1966.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

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

and

Sir Charles Gairdner Hospital and Others.

No. 352 of 1996.

COMMISSIONER C.B. PARKS.

19 June 1996.

Order.

HAVING heard Mr D. Kelly on behalf of the Applicant and Ms T. Tansley on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Hospital Workers (Government) Award No. 21 of 1966 be varied in accordance with the following Schedule and that such variation shall have effect on and from 16 June 1996.

(Sgd.) C.B. PARKS,
Commissioner.

[L.S.]

Schedule.

1. Clause 39.—Wages: Delete subclauses (1) of this clause and insert in lieu thereof—

(1) The minimum weekly rate of wage payable to employees covered by this award shall be the base rate plus the Arbitrated Safety Net Adjustment (ASNA) Payment expressed hereunder:

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustment \$	Minimum Weekly Rate \$
Hospital Worker Level One			
Carpark Attendant			
Cleaner			
Domestic			
Gardener (Other)			
Food Service Attendant			
Kitchen Attendant			
Laboratory Attendant (Grade 1)			
Laundry Worker			
Orderly/Cleaner (Perth Dental Hospital)			
Orderly (Other)			
1st year of employment	369.50	24.00	393.50
2nd year of employment	374.10	24.00	398.10
3rd year of employment and thereafter	378.00	24.00	402.00
Hospital Worker Level Two			
Animal House Attendant (Grade 1)			
Cafeteria Assistant (R.P.H.)			
Canteen Attendant (P.M.H.)			
Dental School Orderly			
Dry Cleaner			
First Laundryperson (Country Hospitals—where more than one employed)			
Gardener (only one employed, P.D.H.)			
Gardener and Propagator (Sunset)			
House Parent (Mt. Henry, Bunbury, Albany)			
Hygiene Orderly (no driving—R.P.H.)			
Machinist (other including any alterations)			
Orderly (handling patients)			
Senior Gardener (R.P.H.)			
Steward (Sunset, Swanbourne/Graylands)			
Theatre Assistant (1st year R.P.H.)			
Ward Assistant (P.M.H.)			
Washing Machine Hands (including Hydros)			
1st year of employment	374.60	24.00	398.60
2nd year of employment	379.60	24.00	403.60
3rd year of employment and thereafter	383.80	24.00	407.80
Hospital Worker Level Three			
All Purpose Orderly			
Call Room Orderly (R.P.H., P.M.H., Fremantle and S.C.G.H.)			
C.S.S.D. Assistant (1st year)			
C.S.S.D. Orderly (R.P.H. 1st year)			
Farm Assistant (Whitby Falls, Quo Vadis)			
Gardener and Propagator (M.H.S.)			
Gardener Herbicides (M.H.S.)			
Handyperson			
Hydrotherapy Attendant (1st year)			
Machinist (who cuts and fits)			
Menu Assistants			
Shaving Orderly (R.P.H., Fremantle)			
Theatre Assistant (Thereafter—R.P.H.)			
Theatre Orderly (1st year R.P.H., S.C.G.H., Osborne Park Hospital and Bicton Annexe)			
Theatre Orderly (Fremantle Hospital, Princess Margaret Hospital, King Edward Memorial Hospital and Perth Dental Hospital)			
Call Room Orderly (K.E.M.H.)			
Birth Suite & Theatre Orderly (K.E.M.H.)			
1st year of employment	383.40	24.00	407.40
2nd year of employment	388.00	24.00	412.00
3rd year of employment and thereafter	392.00	24.00	416.00
Hospital Worker Level Four			
Animal House Attendant (Grade 2)			
Cook (other)			
C.S.S.D. Assistant (Thereafter)			
C.S.S.D. Orderly (Thereafter—R.P.H.)			
Dry Cleaner (Swanbourne, Graylands)			
Hydrotherapy Attendant (Thereafter)			
Hygiene Orderly (Driving—R.P.H.)			
Laboratory Attendant (Grade 2)			
Theatre Orderly (Thereafter—R.P.H.,			

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustment \$	Minimum Weekly Rate \$
S.C.G.H., Osborne Park and Bicton Annexe)			
1st year of employment	388.90	24.00	412.90
2nd year of employment	393.40	24.00	417.40
3rd year of employment and thereafter	397.10	24.00	421.10
Hospital Worker Level Five			
Assistant Dining Room Supervisor (R.P.H.)			
Cook (only one employed)			
Driver (less than 3 tonnes)			
Central Linen Room Supervisor (R.P.H.)			
Deputy Head Orderly (other hospitals)			
Domestic Supervisor (Pyrton)			
Head Gardener (Sunset, Manjimup and Narrogin)			
Linen Services Supervisor (Fremantle and K.E.M.H.)			
Linen Room Supervisor (Heathcote and Lemnos)			
Linen Supervisor (Perth Dental Hospital)			
Programme Assistants Alcohol and Drug Authority			
Trainee Food Supervisor (R.P.H.)			
Machinist Supervisor (Pyrton)			
Machinist Supervising Patients (Mental Health)			
Storeperson (Grade 1)			
1st year of employment	399.10	24.00	423.10
2nd year of employment	403.90	24.00	427.90
3rd year of employment and thereafter	408.30	24.00	432.30
Hospital Worker Level Six			
Bus Driver (less than 25 passengers)			
Driver (over 3 tonnes)			
Storeperson (Grade 2)			
Hairdresser			
1st year of employment	403.00	24.00	427.00
2nd year of employment	406.40	24.00	430.40
3rd year of employment and thereafter	409.80	24.00	433.80
Hospital Worker Level Seven			
Bus Driver (over 25 passengers)			
Second Cook (other hospitals)			
Storeperson (Grade 3)			
Transport Officer (R.P.H.)			
1st year of employment	411.90	24.00	435.90
2nd year of employment	416.80	24.00	440.80
3rd year of employment and thereafter	421.00	24.00	445.00
Hospital Worker Level Eight			
Assistant Supervisor Cleaning Services (Swanbourne/Graylands)			
Cafeteria Supervisor (P.M.H.)			
Canteen Supervisor (P.M.H.)			
Carpenter (Fremantle, Mental Health)			
Cleaning Services Supervisor (K.E.M.H.)			
Deputy Head Orderly (Major Metropolitan Hospitals)			
Head Gardener (Kalgoorlie, Bunbury and Geraldton)			
Head Orderly (Perth Dental Hospital)			
Horticulturist			
Laundry Supervisor (Geraldton)			
Laundry Supervisor (P.M.H.)			
Pantry Supervisor (K.E.M.H.)			
Projectionist			
1st year of employment	427.70	24.00	451.70
2nd year of employment	434.10	24.00	458.10
3rd year of employment and thereafter	439.80	24.00	463.80
Hospital Worker Level Nine			
Assistant Housekeeper (Fremantle)			
Bootmaker			
Butcher, where appointed as such			
Cafeteria Supervisor (R.P.H.)			
Cleaning Services Supervisor (Heathcote, Lemnos and Pyrton)			
Deputy Head Orderly (S.C.G.H.)			
Dining Room Supervisor (P.M.H., K.E.M.H. and R.P.H.)			
First Butcher			
First Cook (other hospitals)			
Head Orderly (Mt. Henry)			

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustment \$	Minimum Weekly Rate \$
Housekeeper (Country Hospitals—under 20 beds)			
Head Gardener (P.M.H., Fremantle, S.C.G.H. and K.E.M.H.)			
Rehabilitation Assistants (A.D.A.)			
Second Cook (R.P.H., S.C.G.H., Fremantle, P.M.H., K.E.M.H. and Graylands)			
Senior Food Service Attendant (Hospitals with less than 100 beds)			
1st year of employment	445.10	24.00	469.10
2nd year of employment	451.10	24.00	475.10
3rd year of employment and thereafter	457.00	24.00	481.00
Hospital Worker Level Ten			
Assistant Housekeeper (S.C.G.H.)			
Cleaning Services Supervisor (Port Hedland)			
Head Orderly (K.E.M.H.)			
Housekeeper (Mt. Henry and Pynton)			
Housekeeper (Country Hospitals—20 beds and over)			
Laundry Supervisor (Narrogin)			
Senior Food Service Attendant (Hospitals with 100 or more beds)			
Tradesperson Cook			
1st year of employment	454.80	24.00	478.80
2nd year of employment	459.10	24.00	483.10
3rd year of employment and thereafter	462.90	24.00	486.90
Hospital Worker Level Eleven			
Chef (other hospitals)			
Head Orderly (P.M.H., Fremantle, Sunset and R.P.R.H.)			
Housekeeper (Olive Jones Nurses' Home)			
Housekeeper (Fremantle Hospital)			
Linen Room and Despatch Supervisor (Swanbourne/Graylands)			
Linen Services Supervisor (P.M.H.)			
Linen Supervisor (S.C.G.H.)			
1st year of employment	475.30	24.00	499.30
2nd year of employment	481.50	24.00	505.50
3rd year of employment and thereafter	487.70	24.00	511.70
Hospital Worker Level Twelve			
Chef (R.P.H. and M.H.S.)			
1st year of employment	491.90	24.00	515.90
2nd year of employment	498.20	24.00	522.20
3rd year of employment and thereafter	504.60	24.00	528.60
Hospital Worker Level Thirteen			
Head Orderly (S.C.G.H.)			
Orderly and Transport Services Co-ordinator			
1st year of employment	516.80	24.00	540.80
2nd year of employment	523.30	24.00	547.30
3rd year of employment and thereafter	530.20	24.00	554.20

2. Clause 39.—Wages: Delete subclause (6) of this clause and insert in lieu thereof—

(6) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

**HOSPITAL WORKERS (N'GALA) AWARD.
No. 6A of 1958.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

Ngala Inc.

No. 353 of 1996.

COMMISSIONER C.B. PARKS.

27 June 1996.

Order:

HAVING heard Mr D. Kelly on behalf of the Applicant and Mr P.G. Robertson on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Hospital Workers (N'Gala) Award No. 6A of 1958 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after 30 May 1996.

(Sgd.) C. B. PARKS,

[L.S.] Commissioner.

Schedule.

Clause 32.—Wages: Delete this clause and insert in lieu thereof—

32.—WAGES

(1) The minimum weekly rate of wage payable to employees covered by this award shall be the Base Rate plus the Arbitrated Safety Net Adjustment (ASNA) Payment expressed hereunder:

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments \$	Minimum Weekly Rate \$
HOSPITAL WORKER LEVEL 1: Comprehends the following classes of work: Cleaner Domestic Gardener (other) Ironer and Presser Kitchen Assistant Laundry Assistant Orderly (other) Pantry Assistant Hotel Services Assistant Yard Assistant Ward Assistant			
1st year of employment	369.80	24.00	393.80
2nd year of employment	374.30	24.00	398.30
3rd year of employment and thereafter	378.30	24.00	402.30
HOSPITAL WORKER LEVEL 2: Comprehends the following classes of work: Gardener (only one employed) Orderly (handling patients) First Laundry Worker (where more than 1 employed) Washing Machine Attendant			
1st year of employment	374.90	24.00	398.90
2nd year of employment	379.80	24.00	403.80
3rd year of employment and thereafter	384.10	24.00	408.10
HOSPITAL WORKER LEVEL 3: Comprehends the following classes of work: Menu Assistants Gardener (Herbicide and Propagator)			
1st year of employment	383.80	24.00	407.80
2nd year of employment	388.20	24.00	412.20
3rd year of employment and thereafter	392.30	24.00	416.30
HOSPITAL WORKER LEVEL 4: Comprehends the following classes of work: Cooks			
1st year of employment	398.80	24.00	422.80
2nd year of employment	402.50	24.00	426.50

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments \$	Minimum Weekly Rate \$
3rd year of employment and thereafter	406.20	24.00	430.20
1st year of employment	454.80	24.00	478.80
2nd year of employment	459.10	24.00	483.10
3rd year of employment and thereafter	462.90	24.00	486.90

Provided that employees who possess recognised qualification in the trade of cooking shall be paid not less than the following:

	%
Under 17 years of age	60
At 17 years of age	70
At 18 years of age	80
At 19 years of age	100

(2) GENERAL CONDITIONS:

- (a) Where the term "year of employment" is used in this clause, it shall mean all service, irrespective of classification, with that employer.
- (b) In determining the year of employment of an employee 19 years of age or over, employment while under the age of 19 years shall not be counted in determining the year of employment at or over 19 years of age.
- (c) The hourly rate for an employee working an average of 38 hours per week shall be calculated by dividing the weekly rate herein expressed by 40.
- (d) The hourly rate for an employee actually working 38 hours shall be calculated by dividing the weekly rate herein expressed by 38.

(3) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

LICENSED ESTABLISHMENTS (RETAIL AND WHOLESALE) AWARD 1979.

No. R 23 of 1977.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Shop, Distributive and Allied Employees' Association of Western Australia

and

Coles G J & Co Ltd.

No. 478 of 1996.

Licensed Establishments (Retail and Wholesale) Award 1979.

No. R23 of 1977.

COMMISSIONER R.H. GIFFORD.

2 July 1996.

Order.

HAVING heard Mr W. Johnston on behalf of the Applicant and there being no appearance (by prior arrangement) on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Licensed Establishments (Retail and Wholesale) Award 1979, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 28th day of June 1996.

(Sgd.) R. H. GIFFORD,

Commissioner.

[L.S.]

Schedule.

1. Clause 21.—Wages. Delete existing Part I and Part II of this clause and insert in lieu thereof the following:

PART I—RETAIL ESTABLISHMENTS

(1) ADULTS (Classification and Wage per Week):

Operative from the beginning of the first pay period commencing on or after 28 June 1996:

	\$
(a) Shop Assistant, Sales Person, Demonstrator, Canvasser and/or Collector, Storeperson Packer, Despatch Hand, Reserve Stock Hand	409.00
(b) Window Dresser	415.90
(c) Shop Assistant, Sales Person, Demonstrator, Canvasser and/or Collector, Storeperson Packer, Despatch Hand, who is required by the employer to be in charge of a shop or other employees—	
(i) If placed in charge of a shop with no other employees or, if placed in charge of less than three other employees	419.40
(ii) If placed in charge of three or more other employees, but less than ten other employees	429.00
(iii) If placed in charge of ten or more other employees	445.50
(d) Window Dresser who is required by the employer to be in charge of a shop or other employees—	
(i) If placed in charge of a shop with no other employees or, if placed in charge of less than three other employees	426.00
(ii) If placed in charge of three or more other employees, but less than ten other employees	434.90

\$	\$
(iii) If placed in charge of ten or more other employees 452.20	(iii) If placed in charge of ten or more other employees 456.90
(e) Storeperson Operator Grade I 420.20	(g) Storeperson Operator Grade II 425.00
(f) Storeperson Operator Grade I who is required by the employer to be in charge of a shop, store or warehouse or other employees—	(h) Storeperson Operator Grade II who is required by the employer to be in charge of a shop, store or warehouse or other employees—
(i) If placed in charge of a shop, store or warehouse with no other employees or if placed in charge of less than three other employees 430.00	(i) If placed in charge of a shop, store or warehouse with no other employees or if placed in charge of less than three other employees 435.50
(ii) If placed in charge of three or more other employees but less than ten other employees 439.40	(ii) If placed in charge of three or more other employees but less than ten other employees 443.20
(iii) If placed in charge of ten or more other employees 455.90	(iii) If placed in charge of ten or more other employees 461.70
(g) Storeperson Operator Grade II 425.00	
(h) Storeperson Operator Grade II who is required by the employer to be in charge of a shop, store or warehouse or other employees—	
(i) If placed in charge of a shop, store or warehouse with no other employees or if placed in charge of less than three other employees 435.50	
(ii) If placed in charge of three or more other employees but less than ten other employees 444.20	
(iii) If placed in charge of ten or more other employees 461.70	

PART II—WHOLESALE AND OTHER ESTABLISHMENTS

(1) ADULTS (Classification and Wage per week):

Operative from the beginning of the first pay period commencing on or after 28 June 1996:

\$
(a) Head Cellarperson 446.90
(b) Storeperson, Packer, Despatch Hand, Reserve Stock Hand 409.00
(c) Storeperson, Packer, Despatch Hand, Reserve Stock Hand, who is required by the employer to be in charge of a store or other employees—
(i) If placed in charge of a store with no other employees, or if placed in charge of less than three other employees 419.40
(ii) If placed in charge of three or more other employees, but less than ten other employees 428.00
(iii) If placed in charge of ten or more other employees 446.50
(d) Filling Process Employee (as defined) 392.70
(e) Storeperson Operator Grade I 420.20
(f) Storeperson Operator Grade I who is required by the employer to be in charge of a shop, store or warehouse or other employees—
(i) If placed in charge of a shop, store or warehouse with no other employees or if placed in charge of less than three other employees 430.60
(ii) If placed in charge of three or more other employees but less than ten other employees 439.40

The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

**MARINE STORES AWARD
No. 13 of 1958.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch
and
Excell A C and Others.
No. 359 of 1996.
Marine Stores Award
No. 13 of 1958.

COMMISSIONER R.H. GIFFORD.

11 June 1996.

Order:

HAVING heard Mr D. Kelly on behalf of the Applicant and Ms J. Dowling on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Marine Stores Award, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 31st day of May 1996.

(Sgd.) R.H. GIFFORD,

[L.S]

Commissioner.

Schedule.

1. Clause 6.—Rates of Pay.

A. Delete subclause (1) of this clause and insert in lieu thereof the following:

- (1) The minimum weekly rate of wage payable to employees covered by this award shall be as follows:

Classification	Base Rate	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Rate
	\$	\$	\$
General hand	317.10	24.00	341.10
Sorter	289.30	24.00	313.30
Packer	289.30	24.00	313.30
Washer of Bottles	289.30	24.00	313.30
Cutter of Cloth	289.30	24.00	313.30

B. Delete subclause (3) of this clause and insert in lieu thereof the following:

- (3) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

MINERAL EARTHS EMPLOYEES' AWARD.

No. 9 of 1975.

WESTERN AUSTRALIAN

INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch

and

Commercial Minerals Ltd.

No. 362 of 1996.

Mineral Earths Employees' Award.

No. 9 of 1975.

COMMISSIONER R.H. GIFFORD.

11 June 1996.

Order.

HAVING heard Mr D. Kelly on behalf of the Applicant and Ms J. Dowling on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Mineral Earths Employees' Award, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 1st day of June 1996.

(Sgd.) R. H. GIFFORD,
Commissioner.

[L.S.]

Schedule.

Clause 8.—Wages. Delete subclause (1) of this clause and insert in lieu thereof the following:

- (1) (a) The minimum weekly rate of wage payable to employees covered by this award shall be:

	Base Rate Per Week	Arbitrated Safety Net Adjustments 1, 2 and 3	Minimum Weekly Rate
	\$	\$	\$
Mill Attendant	352.10	24.00	376.10
All Others	339.30	24.00	363.30

(b) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

OPTICAL MECHANICS' AWARD, 1971.

No. 9 of 1970.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

Laubman and Pank (WA) Pty Ltd and Others.

No. 364 of 1996.

Optical Mechanics' Award, 1971.

CHIEF COMMISSIONER W.S. COLEMAN.

5 June 1996.

Order.

HAVING heard Ms S. Ellery on behalf of the Applicant and Ms J. Dowling on behalf of the Respondents, and by consent, and being satisfied that the application accords with the 'Statement of Principles—March 1996' pursuant to the General Order in Matter No. 1164 of 1995 (76 WAIG 911) whereby at least 12 months has elapsed since the Second Arbitrated Safety Net Adjustment was implemented and being informed of the programme established by the parties for the review of the Award under the Structural Efficiency Principle;

THEN the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, hereby orders—

THAT the Optical Mechanics' Award, 1971 be varied for the Third Arbitrated Safety Net Adjustment in accordance with the following Schedule and that such variation shall have effect on and from the first pay period commencing on or after the 21st day of May, 1996.

(Sgd.) W. S. COLEMAN,

Chief Commissioner.

[L.S.]

Schedule.

1. Clause 6.—Definition: Delete this clause and insert in lieu thereof the following—

6.—DEFINITIONS

(1) “Optical Mechanic” shall mean an employee, other than an optical employee, employed in all or any one or more of the following branches of the industry, provided that it shall not include any person receiving practical training under the provisions of the Optometrists Act, 1940.

- (a) The manufacturing and/or repairing of new and secondhand spectacles and/or the component parts thereof;
- (b) the cutting, shaping, drilling, marking and modelling of spectacle and/or other lenses and/or optical glasses;
- (c) the surfacing and/or polishing of spectacle and/or other lenses and/or optical glasses;
- (d) the cleaning, repairing and/or adjusting of field glasses and/or binoculars;
- (e) the maintenance of tools and machinery used in connection with the manufacture or repair of optical appliances.

(2) “Casual Employee” shall mean an employee employed in accordance with Clause 16.—Contract of Service of this award.

(3) “Optical Employee” shall mean an employee engaged in blocking up of blanks; in fining and polishing by machine including the attachment of pads; in cleaning lenses; in edging on an automatic machine but not in the setting-up of that machine; in the routine maintenance of machines and equipment upon which he may be engaged; in repairing and servicing sun glasses and on other non-prescription work or in cleaning up.

2. Clause 24.—Wages: Delete subclause (1) of this clause and insert in lieu thereof the following—

(1) The minimum weekly rate of wage payable to an employee covered by this award shall include the base rate plus the Arbitrated Safety Net Adjustment expressed hereunder:

	Base Rate	1, 2 & 3 Arbitrated Safety Net Adjustments	Minimum Rate
	\$	\$	\$
Adults (total wage per week)			
(a) Optical Mechanic	397.60	24.00	421.60
(b) Optical Employee:			
First 3 months of experience	316.30	24.00	340.30
Thereafter	342.40	24.00	366.40

3. Clause 24.—Wages: Delete subclause (5) of this clause and insert in lieu thereof the following—

(5) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. This first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

4. Clause 24A.—Minimum Wage—Adult Males and Females: Delete this clause and insert in lieu thereof the following—

24A.—MINIMUM WAGE—ADULT MALES AND FEMALES

Notwithstanding the provisions of this award, no employee (including an apprentice), twenty-one years of age or over,

shall be paid less than \$317.10 per week as his/her ordinary rate of pay in respect of the ordinary hours of work prescribed by this award, but that minimum rate of pay does not apply where the ordinary rate of pay (including any part thereof payable in addition to the award rate) is not less than \$317.10.

Where the said minimum rate of pay is applicable the same rate shall be payable on holidays, during annual leave, sick leave, long service leave and any other leave prescribed by this award.

Notwithstanding the foregoing, where in this award an additional rate is prescribed for any work 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 classification in which the worker is employed.

PERMANENT BUILDING SOCIETIES (ADMINISTRATIVE AND CLERICAL OFFICERS) AWARD, 1975
No. 26 of 1975.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services Union of Employees, WA Clerical and Administrative Branch
and
Home Building Society Ltd.
No. 540 of 1996.

Permanent Building Societies (Administrative and Clerical Officers) Award, 1975
No. 26 of 1975.

COMMISSIONER A.R. BEECH.

26 June 1996.

Order.

HAVING heard Mr T. Fiorentino on behalf of the Applicant and Mr C. Keys on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Permanent Building Societies (Administrative and Clerical Officers) Award, 1975 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 24th day of June 1996.

(Sgd.) A.R. BEECH,

[L.S] Commissioner.

Schedule.

1. Clause 34.—Home Building Society—Classification Structure and Rates of Pay: Delete paragraph (2)(a) of this clause and insert in lieu thereof the following:

(a) Adult Employees

	(Base Rate) \$ per annum	Arbitrated Safety Net Adjustment \$ per annum	Total Rate \$ per annum
(i) Grade 1 General	18,825-19,238	1,251	20,076-20,489
(ii) Grade 2 Advanced General Clerk	19,749-20,564	1,251	21,000-21,815
(iii) Grade 3 Senior Clerk	21,074-21,990	1,251	22,325-23,241
(iv) Grade 4 Specialists	22,191-24,088	1,251	23,442-25,339
(v) Grade 5 Supervisor/Senior Specialist	24,225-25,758	1,251	25,476-27,009

The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

2. Clause 34A.—Home Building Society—Special Conditions: Delete subclause (6) of this clause and insert in lieu the following:

- (6) Where an employee is granted a performance increment his or her salary will increase to the next salary level within the grade. The levels appropriate to Grades 1, 2 and 3 are shown below:

Grade	Rate Per Annum
Grade 1	
Level 1	\$20,076
Level 2	\$20,489
Grade 2	
Level 1	\$21,000
Level 2	\$21,305
Level 3	\$21,815
Grade 3	
Level 1	\$22,323
Level 2	\$22,741
Level 3	\$23,241

Annual performance increments for award staff graded 1, 2 or 3 shall occur according to the following conditions:

- Performance increments will only be awarded once each year paid on the first pay period commencing from the commencement of the second pay period in April.
- To be awarded a performance increment the employee must have been in their current grade level for six months or more at the time the increment is to be assessed. The increment will not be paid to an employee who during this six month period has taken maternity, paternity or unpaid leave of more than four weeks.
- Employees who have turned 21 years of age during the six months prior to the assessment of performance increments shall not receive an increase. Junior employees shall continue to receive payment based on the prescribed percentage of the first increment in accordance with Clause 34.—Home Building Society—Classification Structure and Rates of Pay subclause (2)(b).
- Employees who are currently on or have attained a rate of pay equal to or higher than the highest level within their allocated grade shall not receive an increase.

Where an employee is performing at a less than satisfactory level the following procedures must be followed:

- At the request of the Personnel Department, managers must advise of any staff member within their department who is performing at a less than satisfactory level.
- The manager shall detail performance problems and the steps the employee must take to improve such performance including details of counselling sessions and further training where required.

POULTRY BREEDING FARM AND HATCHERY WORKERS' AWARD 1976.

No. R 20 of 1976.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch

and

Hampton Hatcheries and Others.

No. 370 of 1996.

Poultry Breeding Farm and Hatchery Workers' Award 1976.

No. R 20 of 1976.

COMMISSIONER R.H. GIFFORD.

4 June 1996.

Order.

HAVING heard Mr N. Whitehead on behalf of the Applicant and Mr M. Beros on behalf of the Respondents, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Poultry Breeding Farm and Hatchery Workers' Award 1976, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 30th day of May 1996.

(Sgd.) R. H. GIFFORD,

[L.S.]

Commissioner.

Schedule.

1. Clause 9.—Wages.

A. Delete the preamble, subclauses (1) and (2) of this clause and insert in lieu thereof the following:

The minimum weekly rates of wage payable to employees employed under this award shall include the base rate plus the arbitrated safety net adjustment expressed hereunder:

	Base Rate	Arbitrated Safety Net Adjustments 1, 2 & 3	Minimum Rate
	\$	\$	\$
(1) Poultry Breeding Farms			
(a) General Hand—Maintenance	318.90	24.00	342.90
(b) General Hand—Other	314.20	24.00	338.20
(2) Hatcheries			
General Hand	318.90	24.00	342.90

B. Delete subclauses (5) and (6) of this clause and insert in lieu thereof the following:

- The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

**SADDLERS AND LEATHERWORKERS' AWARD
No. 7 of 1962.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

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

and

Mallabones Pty Ltd and Others.

No. 377 of 1996.

Saddlers and Leatherworkers' Award.

CHIEF COMMISSIONER W.S. COLEMAN.

5 June 1996.

Order.

HAVING heard Ms S. Ellery on behalf of the Applicant and Ms J. Dowling on behalf of the Respondents, and by consent, and being satisfied that the application accords with the 'Statement of Principles—March 1996' pursuant to the General Order in Matter No. 1164 of 1995 (76 WAIG 911) whereby at least 12 months has elapsed since the Second Arbitrated Safety Net Adjustment was implemented and being informed of the programme established by the parties for the review of the Award under the Structural Efficiency Principle;

THEN the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, hereby orders—

THAT the Saddlers and Leatherworkers' Award be varied for the Third Arbitrated Safety Net Adjustment in accordance with the following Schedule and that such variation shall have effect on and from the first pay period commencing on or after the 21st day of May, 1996.

(Sgd.) W.S. COLEMAN,

[L.S] Chief Commissioner.

Schedule.

1. Clause 9.—Wages: Delete subclause (1) of this clause and insert in lieu thereof the following—

(1) The minimum weekly rate of wage payable to an employee covered by this award shall include the base rate plus the arbitrated safety net adjustment expressed hereunder:

	Base Rate	1, 2 & 3 Arbitrated Safety Net Adjustments	Minimum Rate
	\$	\$	\$
(a) Adult Employees			
(i) Saddlery and Harness Section—			
(aa) Saddlers—employee manufacturing and repairing saddles	366.70	24.00	390.70
(bb) Manufacturer and/or repair of harnesses, harness saddles, bridle work and strappings, collars for horses or similar collars, whips and whiphongs	363.40	24.00	387.40
(ii) Leather Goods Section— All employees engaged in the manufacture of leather goods:			
First six months of employment on such work	345.70	24.00	369.70
Between six and 12 months of employment on such work	350.60	24.00	374.60
After 12 months of employment on such work	352.30	24.00	376.30
(iii) Fibre Goods Section— Manufacture and/or repair of port-manteaux, bags and trunks, suit and attache cases, travel goods, musical instrument and similar cases, covered wireless or radio cases, slither cans, welders and similar industrial masks and other articles as are made of fibre			
First six months of employment on such work	343.10	24.00	367.10
Between six and 12 months of employment on such work	345.70	24.00	369.70
After 12 months of employment on such work	352.30	24.00	376.30

	Base Rate	1, 2 & 3 Arbitrated Safety Net Adjustments	Minimum Rate
	\$	\$	\$
(iv) Sporting Goods Section— Manufacture and/or repair of sporting goods of all descriptions			
First six months of employment on such work	345.70	24.00	369.70
Between six and 12 months of employment on such work	350.40	24.00	374.40
After 12 months of employment on such work	352.30	24.00	376.30
(v) Machine Belting etc. Section— Manufacture and/or repair of machine belting, gaskets and pump washers or similar articles	345.70	24.00	369.70
(vi) Sewing Machinist— First six months of employment on such work	345.70	24.00	369.70
Between six and 12 months of employment on such work	350.40	24.00	374.40
After 12 months of employment on such work	352.30	24.00	376.30
(vii) All others	343.10	24.00	367.10

(b) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. This first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

2. Clause 9A.—Minimum Wage—Adult Males and Females: Delete this clause and insert in lieu thereof the following—

9A.—MINIMUM WAGE—ADULT MALES AND FEMALES

Notwithstanding the provisions of this award, no employee (including an apprentice), twenty-one years of age or over, shall be paid less than \$317.10 per week as his/her ordinary rate of pay in respect of the ordinary hours of work prescribed by this award, but that minimum rate of pay does not apply where the ordinary rate of pay (including any part thereof payable in addition to the award rate) is not less than \$317.10.

Where the said minimum rate of pay is applicable the same rate shall be payable on holidays, during annual leave, sick leave, long service leave and any other leave prescribed by this award.

Notwithstanding the foregoing, where in this award an additional rate is prescribed for any work 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 classification in which the worker is employed.

SCHOOL EMPLOYEES (INDEPENDENT DAY & BOARDING SCHOOLS) AWARD, 1980.**No. R 7 of 1979.**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

Guildford Grammar School and Others.

No. 378 of 1996.

School Employees (Independent Day & Boarding Schools)
Award, 1980.

No. R 7 of 1979.

COMMISSIONER A.R. BEECH.

24 June 1996.

Order.

HAVING heard Mr N. Whitehead on behalf of the Applicant and Dr I. Fraser and with him Ms C. Young on behalf of the Respondents and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the School Employees (Independent Day & Boarding Schools) Award, 1980 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 4th day of May 1996.

(Sgd.) A. R. BEECH,

[L.S.]

Commissioner.

Schedule.

1. Clause 32.—Wages: Delete paragraphs (1)(a), (b) and (c) of this clause and insert in lieu the following:

(1) (a) The minimum weekly rates of wage payable from the beginning of the first pay period commencing on or after the 4th day of May 1996 shall be:

	Minimum Award Rate \$
<u>Level 1</u> Cleaner	388.60
<u>Level 2</u> Domestic employees including— Kitchen Attendant House Attendant Dining Attendant Laundry Attendant Sewing Attendant	395.30
<u>Level 3</u> Cooks (Other)	399.50
<u>Level 4</u> Gardener/Groundsperson Grade 1	407.80
<u>Level 5</u> First Cook (Grade 1), or Cook working alone Gardener/Groundsperson, Grade 2 Sewing Supervisor	416.20
<u>Level 6</u> Senior Gardener/ Groundsperson, Grade 1 First Cook, Grade 2	424.50
<u>Level 7</u> Senior Gardener/ Groundsperson, Grade 2 Tradesperson Cook	441.20
<u>Level 8</u> Head Groundsperson	524.60

(b) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made 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 arbitrated safety net adjustments.

2. Schedule B—Respondents: Delete this Schedule and insert in lieu the following:

SCHEDULE B—RESPONDENTS

Guildford Grammar School
11 Terrace Road
GUILDFORD WA 6055
St. Mary's Church of England Girls' School (Inc.)
Elliott Road
KARRINYUP WA 6018
Aquinas College
Mount Henry Road
MANNING WA 6152
Presbyterian Ladies' College
2 View Street
COTTESLOE WA 6011
Christ Church Grammar School
Queenslea Drive
CLAREMONT WA 6010
Bunbury Cathedral Grammar School
Bussell Highway
GELORUP WA 6320
Association of Independent Schools of
Western Australia (Inc.)
3/41 Walters Drive
Herdsman Business Park
OSBORNE PARK WA 6017
The Catholic Education Commission of Western Australia
50 Ruislip Street
LEEDERVILLE WA 6007

SECURITY OFFICERS' AWARD.**No. A 25 of 1981.**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

Canine Security and Alsatian Watch Patrol and Others.

No. 379 of 1996

Security Officers' Award.

CHIEF COMMISSIONER W.S. COLEMAN.

5 June 1996.

Order.

HAVING heard Mr N. Whitehead on behalf of the Applicant and Mr L. Joyce on behalf of the Respondents, and by consent, and being satisfied that the application accords with the 'Statement of Principles—March 1996' pursuant to the General Order in Matter No. 1164 of 1995 (76 WAIG 911) whereby at least 12 months will have elapsed since the Second Arbitrated Safety Net Adjustment was implemented and being

informed of the programme established by the parties for the review of the Award under the Structural Efficiency Principle (refer to Exhibits 1 and 2);

THEN the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, hereby orders—

THAT the Security Officers' Award be varied for the Third Arbitrated Safety Net Adjustment in accordance with the following Schedule and that such variation shall have effect on and from the first pay period commencing on or after the 1st day of July, 1996.

(Sgd.) W. S. COLEMAN,
Chief Commissioner.

[L.S.]

Schedule.

Clause 21.—Classification Structure and Wage Rates: Delete paragraphs (b) and (c) of subclause (1) of this clause and insert in lieu thereof the following—

(b) Wage Rates

The minimum total rate of wage payable under this award shall be as follows:

Classification	Base Rate	Supple - mentary Payment	Total Minimum Rate
	\$	\$	\$
Security Officer-Level 1	345.00	43.60	388.60
Security Officer-Level 2	360.20	43.50	403.70
Security Officer-Level 3	367.50	46.60	414.10
Security Officer-Level 4	368.00	56.50	424.50

(c) (i) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. This first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

(ii) The supplementary payment set out in the clause is to be paid in addition to the base rate prescribed by this clause, and the total rate prescribed by this clause is the award rate of pay prescribed by this clause for the respective classification.

(iii) The supplementary payment set out in this clause represents payment in lieu of equivalent overaward payments.

(iv) "Overaward payment" is defined as the amount (whether it be termed "overaward payment", "attendance bonus" or any term whatsoever), which an employee would receive in excess of the "award wage". Provided that such payment shall exclude overtime, shift allowance, penalty rates, disability allowances, fares and travelling time allowances and any other ancillary payments of a like nature prescribed by the award.

**TEACHERS' AIDES' (INDEPENDENT SCHOOLS)
AWARD 1988.**

No. A 27 of 1987.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch

and

Catholic Education Commission of WA and Others.

No. 386 of 1996.

Teachers' Aides' (Independent Schools) Award 1988.

No. A 27 of 1987.

COMMISSIONER R.H. GIFFORD.

26 June 1996.

Order.

HAVING heard Ms R. Ho on behalf of the Applicant and Ms C. Young on behalf of the Catholic Education Commission of WA, and Dr I. Fraser on behalf of the Association of Independent Schools of WA, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Teachers' Aides' (Independent Schools) Award 1988, be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 4th day of May 1996.

(Sgd.) R. H. GIFFORD,

[L.S.]

Commissioner.

Schedule.

1. Clause 2.—Arrangement. Immediately following the number and title "22. Consultative Provisions" insert the following new number and title:

23. Dispute Settling Procedure

2. Clause 14.—Wages.

A. Delete subclauses (1), (2) and (3) of this clause and insert in lieu thereof the following:

14.—WAGES

The minimum hourly award rate of wage payable to employees covered by this award operative from the beginning of the first pay period on or after 4 May 1996 shall be:

(1) Teachers Aides	Base Rate	1, 2 & 3 Arbitrated Safety Net Adjustments	Minimum Hourly Award Rate
	(Per Hour)	(Per Hour)	(Per Hour)
	\$	\$	\$
Step 1	9.35	0.69	10.04
Step 2			
	9.54	0.69	10.23
Step 3	9.74	0.69	10.43
Step 4	9.98	0.69	10.67
Step 5	10.27	0.69	10.96
Step 6	10.64	0.69	11.33
Step 7	10.95	0.69	11.64
Step 8	10.71	0.69	11.40
Step 9	11.02	0.69	11.71
Step 10	11.33	0.69	12.02
Step 11	11.63	0.69	12.32
Step 12	11.82	0.69	12.51
Step 13	11.96	0.69	12.65

Progression along the wages scale shall be by annual increment.

Level One

Teachers' Aides in Primary Schools, Pre-Primary Schools or Pre-Schools Teaching Assistants.

Enter Step 1

Exit Step 4

Level Two

Teachers' Aides in Aboriginal Schools, where the required training has been completed.

Teachers' Aides involved in a Special Education Programme (a part-time programme for one or more students within a mainstream school).

Enter Step 2

Exit Step 5

Level Three

Teachers' Aides in Aboriginal Secondary Schools.

Teachers' Aides in Special Education Centres (a full-time class, serving a region, within a mainstream school).

Enter Step 4

Exit Step 7

Level Four

Teachers' Aides in Aboriginal Schools on satisfactory completion of the first year of Aboriginal Teachers' Training Course.

Employees who have completed an approved "Classroom Assistant" Course at a recognised training institution or equivalent as agreed between the Union and the Respondents.

Teachers' Aides in Special Education Schools (schools with limited enrolment to students with a particular disability).

Teaching Assistants who have completed initial training as detailed in the Aboriginal Teaching Assistants Programme Manual.

Enter Step 8

Exit Step 11

Teachers' Aides in Special Education Schools who have completed an approved "Classroom Assistant" Course at a recognised training institution.

Teaching Assistants who have completed year 1 of the Diploma of Teaching or Bachelor of Education as specified in the Aboriginal Teaching Assistants Programme Manual.

Step 12

Level Five

Employees who have completed the Child Care Certificate, National Nursery Examination Board Certificate or other equivalent qualifications as agreed between the Union and the Respondents.

Teachers' Aides in Aboriginal Schools on satisfactory completion of the second year of Aboriginal Teachers' Training Course.

Teaching Assistants who have completed year 2 of the Diploma of Teaching or Bachelor of Education as specified in the Aboriginal Teaching Assistants Programme Manual.

Step 13

(2) A Teachers' Aide left in charge of pupils for a full session shall be paid at his/her ordinary rate plus 10% for the period for which they are left in charge, provided that, if the period for which the employee is left in charge exceeds three days, they shall be paid at the ordinary rate plus 20% for the whole period for which they are in charge.

(3) (a) Child Care Workers

	Base Rate	1, 2 & 3 Arbitrated Safety Net Adjustments	Minimum Hourly Award Rate
	(Per Hour)	(Per Hour)	(Per Hour)
	\$	\$	\$
1st year of experience	11.19	0.63	11.82
2nd year of experience	12.37	0.63	13.00
3rd year of experience	13.00	0.63	13.63
4th year of experience	13.63	0.63	14.26
5th year of experience	14.27	0.63	14.90

(b) An employee left in charge of pupils for a full session or more shall be paid no less than the rate applicable to a Child Care Worker in their fifth year of employment for the whole period they are in charge.

B. Insert a new subclause (4) as follows:

(4) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the

December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

C. Re-number existing subclauses (4) and (5) as subclauses (5) and (6) respectively.

3. Clause 22.—Consultative Provisions. Immediately after this clause, insert the following new clause:

23.—DISPUTE SETTLING PROCEDURE

(1) The principle of conciliation and direct negotiation shall be adopted for the purpose of prevention and settlement of any questions, disputes or difficulties that may arise.

(2) The parties shall take an early and active part in discussion and negotiation aimed at preventing or settling questions, disputes or difficulties in accordance with the agreed procedure set out hereunder.

(3) Procedure of Settlement of Disputes

(a) The employee and the employee's supervisor should confer, clearly identify the facts and where possible, resolve the issue.

(b) If not resolved, the employee, the Union representative, the supervisor and employer representative shall confer and, where possible, resolve the issues.

(c) If not resolved the parties may confer with the parties to this award on this matter, and where possible, resolve the issue.

(d) If the matter is still not settled, either party may submit the matter for conciliation/arbitration by the Western Australian Industrial Relations Commission.

(4) Until the matter is resolved in accordance with the above procedure, the status quo shall remain. While the above procedure is being followed, no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this procedure.

(5) It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this award any party may at any time apply for variation of the award to eliminate the alleged uncertainty or ambiguity.

(6) The provision of this clause shall not preclude an employee from discussing any grievance with a union representative as he or she deems fit. Neither shall the provision of this clause pre-empt, limit or delay the right of the union to enter into direct negotiations with the employer to resolve matters in dispute or to address matters of mutual concern.

VEHICLE BUILDERS' AWARD 1971.

No. 9 of 1971.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union of Workers—Western Australian
Branch,

and

Truline Smash Repairs and Others.

No. 410 of 1996.

Vehicle Builders' Award 1971.

No. 9 of 1971.

SENIOR COMMISSIONER G.G. HALLIWELL.

13 June 1996.

Order.

HAVING heard Mr G. Sturman on behalf of The Automotive,
Food, Metals, Engineering, Printing and Kindred Industries
Union of Workers—Western Australian Branch, and Ms J.
Dowling on behalf of the Respondents, and by consent, the
Commission, pursuant to the powers conferred on it under the
Industrial Relations Act, 1979, hereby orders:

THAT the Vehicle Builders' Award 1971 be varied in
accordance with the following Schedule and that such
variation shall have effect from the beginning of the first
pay period commencing on or after the 15th May 1996.

(Sgd.) G. G. HALLIWELL,

[L.S.]

Senior Commissioner.

Schedule.

1. Clause 7.—Hours:

A. Delete paragraph (b) of subclause (1) of this clause and
insert in lieu thereof the following:

(b) Subject to the provisions of subclauses (3) and (4)
of this clause the ordinary hours of work shall be an
average of 38 per week to be worked on one of the
following bases.

- (i) 38 hours within a work cycle not exceeding
seven consecutive days; or
- (ii) 76 hours within a work cycle not exceeding
fourteen consecutive days; or
- (iii) 114 hours within a work cycle not exceeding
twenty-one consecutive days; or
- (iv) 152 hours within a work cycle not exceeding
twenty-eight consecutive days; or
- (v) where the ordinary hours being worked each
day are in accordance with paragraph (e)(ii)
of this subclause, any other work cycle dur-
ing which a weekly average of 38 ordinary
hours are worked; or
- (vi) for the purposes of paragraph (g) of subclause
(3) of this clause any other work cycle during
which a weekly average of 38 ordinary hours
are worked as may be agreed in accordance
with paragraph (g) of subclause (3).

B. Delete paragraph (e) of subclause (1) of this clause and
insert in lieu thereof the following:

- (e) The ordinary hours of work prescribed herein shall
not exceed 10 on any day. Provided that—
 - (i) in any arrangement of ordinary working hours
where the ordinary working hour are to ex-
ceed eight on any day, the arrangement of
hours shall be subject to agreement between
the employer and the majority of employees
in the plant, section or sections concerned; and
 - (ii) by arrangement between the employer and the
majority of employees in the plant, section or
sections concerned, ordinary hours, not

exceeding 12 on any day, may be worked sub-
ject to—

- (aa) the employer and the employees con-
cerned being guided by the Occupa-
tional Health and Safety Provisions of
the ACTU Code of Conduct on 12-
hour shifts (as exhibited in the West-
ern Australian Industrial Relations
Commission on 11 April 1990, Appli-
cation No. 478 of 1990);
 - (bb) proper health monitoring procedures
being introduced;
 - (cc) suitable roster arrangements being
made; and
 - (dd) proper supervision being provided.
- (iii) Subject to the provisions of subparagraphs (i)
and (ii) hereof, 12 hour shifts may be worked
provided the employer has given the relevant
union or unions concerned notice in writing
that such shifts are to be worked.
- (aa) except where the employee is required
to transfer to shiftwork;
 - (bb) an employee may be required to work
shiftwork in accordance with Clause
14. Shiftwork of this Award.

2. Clause 9.—Wages: Delete subclause (1) of this clause
and insert in lieu thereof the following:

(1) (a)

CLASSIFICATION Adult Employees (expressed as a percentage of the Vehicle Building Tradesperson Level I rate):	Base Rate Per Week \$	Supple- mentary Per Week \$	1st, 2nd	Vehicle	trades- person Level 1 %
			& 3rd	Total	
			Safety Net Adjust- ment \$	Rate Per Week \$	
Advanced Tradesperson/Production Technician	471.70	70.60	24.00	566.30	130.0
Vehicle Building Tradesperson —Level IV	417.30	62.50	24.00	503.80	115.0
Vehicle Building Tradesperson —Level III	399.10	59.80	24.00	482.90	110.0
Vehicle Building Tradesperson —Level II	381.00	57.10	24.00	462.10	105.0
Vehicle Building Tradesperson —Level I	362.90	54.30	24.00	441.20	100.0
Vehicle Builder—Level IV	335.30	50.20	24.00	409.50	92.4
Vehicle Builder—Level III	317.10	47.50	24.00	388.60	87.4
Vehicle Builder—Level II	297.60	44.50	24.00	366.10	82.0
Vehicle Builder—Level I	283.00	42.40	24.00	349.40	78.0

(b) The rates of pay in this award include three arbitrated
safety net adjustments totalling \$24.00 per week available
under the Arbitrated Safety Net Adjustment Principle pursu-
ant to either the December 1993 State Wage Decision, the
December 1994 State Wage Decision and the March 1996
State Wage Decision. The first, second and third \$8.00 per
week arbitrated safety net adjustments may be offset to the
extent of any wage increases payable since 1 November 1991
pursuant to enterprise agreements or consent awards or award
variations to give effect to enterprise agreements, insofar as
that wage increase or part of it has not previously been used to
offset an arbitrated safety net adjustment. Increases made under
previous State Wage Case Principles or under the current
Statement of Principles, excepting those resulting from enter-
prise agreements, are not to be used to offset arbitrated safety
adjustments.

3. Clause 14.—Shiftwork: Delete paragraph (a) of subclause
(3) of this clause and insert in lieu thereof the following:

- (3) (a) Where any particular process is carried out on shifts
other than day shift, and less than five consecutive
afternoon or five consecutive night shifts are worked
on that process, then employees employed on such
afternoon or night shifts shall be paid at overtime
rates.

Provided that where the ordinary hours of work nor-
mally worked in an establishment are worked on less
than five days then the provisions of paragraph (a)
shall be as if that number of consecutive shifts were
substituted for five consecutive shifts.

WARD ASSISTANTS (MENTAL HEALTH SERVICES) AWARD 1966.**No. 35 of 1966.**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

Hon. Minister for Health.

No. 391 of 1996.

COMMISSIONER C.B. PARKS.

19 June 1996.

*Order.*HAVING heard Mr D. Kelly on behalf of the Applicant and
Ms T. Tansley on behalf of the Respondent and by consent,
the Commission, pursuant to the powers conferred on it under
the Industrial Relations Act, 1979, hereby orders:THAT the Ward Assistants (Mental Health Services)
Award 1966 be varied in accordance with the following
Schedule and that such variation shall have effect on and
from 16 June 1996.(Sgd.) C. B. PARKS,
Commissioner.

[L.S.]

Schedule.

Clause 26.—Wages: Delete this clause and insert in lieu
thereof—**26.—WAGES**(1) The minimum weekly rate of wage payable to employees
covered by this award shall be the Base Rate plus the Arbitrated
Safety Net Adjustment (ASNA) Payment expressed hereunder:

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustment \$	Minimum Weekly Rate \$
Ward Assistants			
(a) At 19 years of age and over			
1st year of employment	377.40	24.00	401.40
2nd year of employment	387.80	24.00	411.80
3rd year of employment and thereafter	398.30	24.00	422.30
(b) Under 19 years of age (percentage of the total wage prescribed for a ward assistant in his/her first year of service in paragraph (1)(a) hereof per week).			
		%	
1st year of employment		73	
2nd year of employment		81	
3rd year of employment		87	

(2) Wages 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.(3) Payment for higher duties shall not apply to an employee
required to act in another position whilst the permanent
employee is on a single accrued day off as prescribed by
subclause (3) of Clause 5.—Hours of this award.(4) An employee who regularly performs shift or weekend
work shall be paid for accrued days off, including shift or
weekend penalties, when those days are taken as leave and at
the rate which applied when they were accumulated.(5) An employee who performs shift or weekend work
irregularly may be paid shift or weekend penalties during the
pay period in which the work is performed.(6) No deductions shall be made from an employee's wage
unless the employee has authorised such deduction in writing.(7) The rates of pay in this award include three arbitrated
safety net adjustments totalling \$24.00 per week available
under the Arbitrated Safety Net Adjustment Principle pursuant
to either the December 1993 State Wage Decision, the
December 1994 State Wage Decision and the March 1996
State Wage Decision. The first, second and third \$8.00 per
week arbitrated safety net adjustments may be offset to the
extent of any wage increase payable since 1 November 1991
pursuant to enterprise agreements or consent awards or award
variations to give effect to enterprise agreements, insofar as
that wage increase or part of it has not previously been used to
offset an arbitrated safety net adjustment. Increases made under
previous State Wage Case Principles or under the current
Statement of Principles, excepting those resulting from
enterprise agreement, are not to be used to offset arbitrated
safety net adjustments.**WATCHMAKERS' AND JEWELLERS' AWARD,
1970.****No. 10 of 1970.**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

Caris The Jeweller and Others.

No. 394 of 1996.

Watchmakers' and Jewellers' Award, 1970.

CHIEF COMMISSIONER W.S. COLEMAN.

5 June 1996.

*Order.*HAVING heard Ms S. Ellery on behalf of the Applicant and
Ms J. Dowling on behalf of the Respondents, and by consent,
and being satisfied that the application accords with the
'Statement of Principles—March 1996' pursuant to the
General Order in Matter No. 1164 of 1995 (76 WAIG 911)
whereby at least 12 months has elapsed since the Second
Arbitrated Safety Net Adjustment was implemented and being
informed of the programme established by the parties for the
review of the Award under the Structural Efficiency Principle;THEN the Commission, pursuant to the powers conferred
on it under the Industrial Relations Act 1979, hereby orders—THAT the Watchmakers' and Jewellers' Award, 1970
be varied for the Third Arbitrated Safety Net Adjustment
in accordance with the following Schedule and that such
variation shall have effect on and from the first pay
period commencing on or after the 21st day of May, 1996.

(Sgd.) W. S. COLEMAN,

[L.S.]

Chief Commissioner.

Schedule.

1. Clause 8.—Wages: Delete subclauses (1) and (2) of this
clause and insert in lieu thereof the following—(1) The minimum weekly rate of wage payable to adult
employees covered by this award shall include the
base rate plus the arbitrated safety net adjustment
expressed hereunder; from the beginning of the first
pay period on or after 21 May 1996.

	Base Rate \$	Supplementary Payment including 1, 2 & 3 Arbitrated Safety Net Adjustments \$	Minimum Rate
(a) Watchmaker, Clockmaker, watch and clock repairer	365.20	76.00	441.20

		Base Rate \$	Supplementary Payment including 1, 2 & 3 Arbitrated Safety Net Adjustments \$	Minimum Rate
(b) Jeweller, setter, general jeweller's tradesman and engraver		365.20	76.00	441.20
(c) Process Worker	% of Trade			
Grade 1	78	284.86	59.28	344.14
Grade 2	80	292.16	60.80	352.96
Grade 3	85	310.42	64.60	375.02

- (2) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. This first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

2. Clause 8A.—Minimum Wage—Adult Males and Females: Delete this clause and insert in lieu thereof the following—

8A.—MINIMUM WAGE—ADULT MALES AND FEMALES

Notwithstanding the provisions of this award, no employee (including an apprentice), twenty-one years of age or over, shall be paid less than \$317.10 per week as his/her ordinary rate of pay in respect of the ordinary hours of work prescribed by this award, but that minimum rate of pay does not apply where the ordinary rate of pay (including any part thereof payable in addition to the award rate) is not less than \$317.10.

Where the said minimum rate of pay is applicable the same rate shall be payable on holidays, during annual leave, sick leave, long service leave and any other leave prescribed by this award.

Notwithstanding the foregoing, where in this award an additional rate is prescribed for any work 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 classification in which the worker is employed.

**WOOL SCOURING AND FELLMONGERY
INDUSTRY AWARD.**

No. 32 of 1959.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

Jandakot Wool Scouring Co Pty Ltd and Others.

No. 395 of 1996.

COMMISSIONER C.B. PARKS.

5 July 1996.

Order.

HAVING heard Ms S. Ellery on behalf of the Applicant and
Ms J. Dowling on behalf of the Respondents and by consent,

the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Wool Scouring and Felldmongery Industry Award No. 32 of 1959 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after 31 May 1996.

(Sgd.) C. B. PARKS,

[L.S.]

Commissioner.

Schedule.

Clause 22.—Wages: Delete this clause and insert in lieu thereof—

22.—WAGES

(1) (a) The minimum weekly rate of wage payable to an employee covered by this award shall include the base rate plus the Arbitrated Safety Net Adjustment expressed hereunder:

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments \$	Minimum Rate \$
Shift Foreman, in charge of wool scouring machine	380.00	24.00	404.00
Leading Hand in charge of presses	360.50	24.00	384.50
Grease Separator Operator	360.50	24.00	384.50
Centre Hand	360.50	24.00	384.50
General Hand	357.20	24.00	381.20
Picking over scoured wool and sewing blades	337.30	24.00	361.30

(b) Junior Employees shall be paid the following percentage of the rate of pay for the class of work on which they are engaged:

	%
Under 16 years of age	50
16 to 17 years of age	60
17 to 18 years of age	80
18 to 19 years of age	90
19 years of age and over	Adult Rates

(c) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

**ZOOLOGICAL GARDENS EMPLOYEES AWARD
1969.**

No. 29 of 1969.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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

and

Zoological Gardens Board.

No. 396 of 1996.

COMMISSIONER C.B. PARKS.

13 June 1996.

Order.

HAVING heard Ms S. Ellery on behalf of the Applicant and Ms L. Halligan on behalf of the Respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Zoological Gardens Employees Award 1969 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after 6 July 1996.

(Sgd.) C. B. PARKS,
Commissioner.

[L.S.]

Schedule.

Clause 10.—Wages: Delete this clause and insert in lieu thereof—

10.—WAGES

(1) (a) The minimum total rate of wage payable under this award shall be as follows:

	Base Rate \$	1st, 2nd & 3rd Arbitrated Safety Net Adjustments \$	Minimum Total Rate \$
KEEPER			
Year One	400.00	24.00	424.00
Year Two	410.00	24.00	434.00
Year Three	420.00	24.00	444.00
SPECIALIST KEEPER—GRADE I			
Year One	432.70	24.00	456.70
Year Two	444.40	24.00	468.40
Year Three	456.30	24.00	480.30
Year Four	468.20	24.00	492.20
SPECIALIST KEEPER—GRADE II			
Year One	480.10	24.00	504.10
Year Two	492.00	24.00	516.00
Year Three	503.90	24.00	527.90
Year Four	516.00	24.00	540.00
SENIOR SPECIALIST KEEPER			
Year One	536.30	24.00	560.30
Year Two	551.10	24.00	575.10
Year Three	566.90	24.00	590.90

(b) The rates of pay in this award include three arbitrated safety net adjustments totalling \$24.00 per week available under the Arbitrated Safety Net Adjustment Principle pursuant to either the December 1993 State Wage Decision, the December 1994 State Wage Decision and the March 1996 State Wage Decision. The first, second and third \$8.00 per week arbitrated safety net adjustments may be offset to the extent of any wage increase payable since 1 November 1991 pursuant to enterprise agreements or consent awards or award variations to give effect to enterprise agreements, insofar as that wage increase or part of it has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreement, are not to be used to offset arbitrated safety net adjustments.

**NOTICES—
Award/Agreement matters—**

Application No. A 3 of 1996

APPLICATION FOR AN AWARD

ENTITLED “INDEPENDENT SCHOOLS’

COUNSELLORS AND PSYCHOLOGISTS AWARD”

NOTICE is given that an application has been made to the Commission by The Independent Schools Salaried Officers’ Association of Western Australia, Industrial Union of Workers under the Industrial Relations Act 1979 for the above Award.

As far as relevant, those parts of the proposed Award which relate to area of operation or scope are published hereunder.

4.—AREA

This Award shall apply to the whole of the State of Western Australia.

5.—SCOPE

This Award applies to Counsellors and Psychologists (as defined) employed in the classifications mentioned in Clause 11.—Salaries of this Award and not being Principals, Deputy Principals or a person who is in Holy Orders or who is a member of a religious teaching order unless it is so stated in a written contract of employment between that person and the school.

6.—DEFINITIONS

(1) “Counsellor” shall mean any person who is appointed to give counselling and/or advice to students and/or staff and/or parents.

(2) “Part-time Counsellor” shall mean a counsellor employed regularly on the staff of an independent school and who works less than the normal hours which a full time counsellor is required to work.

(3) “Temporary Counsellor” shall mean a counsellor engaged as full time or part time as a replacement counsellor or such other purpose as may be required to fulfil the counselling obligations of the school, provided that the period of engagement of a temporary counsellor shall be not less than twenty consecutive working days and not more than a period of twelve months.

(4) “Relief Counsellor” shall mean a counsellor engaged as full time or part time on a daily basis for a period not exceeding nineteen days.

(5) “Psychologist” shall mean any counsellor who is registered as a psychologist with the Psychologists’ Board of Western Australia and not being employed as a teacher, deputy principal or principal.

(6) “Senior Psychologist” shall mean a counsellor who is appointed to supervise other counsellors and/or psychologists.

(7) “Provisional Registered Psychologist” shall mean any counsellor who is provisionally registered as a psychologist with the Psychologists’ Board of Western Australia and not being a teacher, deputy principal or principal.

(8)

(9)

A copy of the proposed Award may be inspected at my office at National Mutual Centre, 111 St George’s Terrace, Perth.

REGISTRAR

21 June 1996.

UNFAIR DISMISSAL/ CONTRACTUAL ENTITLEMENTS—

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Judith Bakker

and

Quinns Rocks Bowling Club (Inc).

No. 654 of 1996.

COMMISSIONER C.B PARKS.

27 June 1996.

Order.

WHEREAS on 26 April 1996 an application alleging unfair dismissal was filed in the Commission pursuant to s.29(1)(b)(i) of the Industrial Relations Act, 1979 (the Act); and

WHEREAS a conciliation conference was held on 12 June 1996, pursuant to s.32 of the Act, whereat the parties were unable to resolve the matter; and

WHEREAS the application was listed for hearing and determination on 4 July 1996;

AND WHEREAS on 24 June 1996 the applicant communicated by telephone, and on 25 June 1996 confirmed in writing, that the matter had been settled and requested that the hearing date be vacated and that the application be discontinued;

NOW THEREFORE the Commission, being satisfied that there is adequate evidence that the applicant intends this application be discontinued, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders—

THAT this matter be and is hereby wholly discontinued.

(Sgd.) C. B. PARKS,
Commissioner.

[L.S.]

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Ms C. Bean

and

Bruno Zimmerman Photography.

No. 418 of 1996.

SENIOR COMMISSIONER G.G. HALLIWELL.

21 June 1996.

Order.

WHEREAS an application was lodged in the Commission on 13 March 1996;

AND WHEREAS a conference was held on 10 June 1996;

AND WHEREAS the parties were able to negotiate a mutually acceptable settlement, in full and final settlement of the Applicant's claims against the Respondent;

NOW THEREFORE, the undersigned, pursuant to the powers conferred on me under the Industrial Relations Act, 1979, hereby orders:

THAT the Application be and is hereby discontinued.

(Sgd.) G. G. HALLIWELL,
Senior Commissioner.

[L.S.]

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Mr J. Black

and

Portman Management Pty Ltd.

No. 1426 of 1995.

COMMISSIONER A R BEECH.

27 June 1996.

Order.

WHEREAS an application was lodged in the Commission for an order pursuant to section 29(1)(b)(i) of the *Industrial Relations Act 1979*;

AND WHEREAS a conference was convened in the Commission;

AND WHEREAS a Notice of Discontinuance was filed in the Commission by the Applicant;

AND HAVING heard Mr L. Pilgrim on behalf of the Applicant and Ms E. Mackey on behalf of the Respondent;

NOW THEREFORE I, the undersigned, Commissioner of the Western Australian Industrial Relations Commission, pursuant to the powers conferred on me under the Industrial Relations Act, 1979, hereby order:

THAT the application be discontinued.

(Sgd.) A.R. BEECH,
Commissioner.

[L.S.]

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Adrian Bos

and

Sunshine Everdue.

No. 407 of 1996.

SENIOR COMMISSIONER G.G. HALLIWELL.

19 June 1996.

Order.

WHEREAS this claim of unfair dismissal was lodged pursuant to s.29 of the Industrial Relations Act, 1979; and

WHEREAS a conference was convened between the parties on 8 May 1996, for the purpose of conciliation which was unavailing; and

WHEREAS the parties were advised by mail on 16 May 1996 that the matter was listed for hearing and determination on 18 June 1996; and

WHEREAS their was no appearance by the applicant, and no advice given that the applicant could not attend the hearing;

NOW THEREFORE the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the application be dismissed for want of prosecution.

(Sgd.) G. G. HALLIWELL,
Senior Commissioner.

[L.S.]

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Colin Paul Chambers

and

Analabs Pty Ltd.

No. 413 of 1996.

COMMISSIONER C.B. PARKS.

24 June 1996.

Order.

WHEREAS on 13 March 1996 an application claiming contractual benefits was filed in the Commission pursuant to the Industrial Relations Act, 1979; and

WHEREAS a conference was held on 30 April 1996 whereat the parties were unable to resolve the dispute between them; and

WHEREAS the matter was listed for hearing on 29 May 1996, and thereat the applicant made an ex parte application for the matter to be adjourned on the ground that the parties were said to be engaged in negotiations likely to settle the matter; and

WHEREAS the Commission granted an adjournment of the matter on 29 May 1996;

AND WHEREAS on 11 June 1996 the Commission received a letter from the applicant, dated 4 June 1996, advising that the parties had settled the matter and requesting that the application be discontinued;

NOW THEREFORE the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT this matter be and is hereby wholly discontinued.

(Sgd.) C. B. PARKS,

[L.S.]

Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Joseph William Charles Chambers

and

Carroll Realty.

No. 111 of 1995.

SENIOR COMMISSIONER G.G. HALLIWELL.

11 March 1996.

Reasons for Decision.

SENIOR COMMISSIONER: This is an application pursuant to Section 29 of the Act in which the Applicant's final claim is as follows:

"CHAMBERS v/s CARROLL REALTY

1. PROPERTY

- | | |
|--|------------|
| Craganmore: 100% Commission selling price \$490,000, settled 8/2/1995 T.A. Commission Claim | \$12175.00 |
| 2. Lot 178 Phillips St. Bridgetown: Settling price \$310,000 Total Agency Commission \$8575 settled 10/1/1995. Claim 58% (Selling & Listing) | 4973.50 |
| 3. 7 Lots, Wellington Boulevard, Collie Selling price \$196000. Total Agency Commission \$6160 Claim 29% (Selling Fee) settled 10/1/1995 | 1786.40 |

- | | |
|--|-----------------|
| 4. Lot 506, Wellington Heights, Collie Selling price \$310,000. Total Agency Commission \$8575 Claim 29% (Selling Fee) settled 10/1/1995 | 2486.75 |
| 5. Lot 506/507 Hansen St. Maddington, Selling price \$285,000 Total Agency commission \$8075 Claim 29% (Listing Fee) settled 10/1/1995 | 2341.75 |
| 6. Creery St. Mandurah Selling Price \$175,000 Total Agency Commission \$5687.50 Claim 58% (Selling & Listing) settled 2/2/1995 | 3298.75 |
| | <u>27062.15</u> |

PROPERTY (NOT YET SETTLED)

- | | |
|--|-----------------------|
| 7. 22 Arthur Rd. Wattlegrove Selling Price \$585,000 Total Agency Commission \$14075 Claim 29% (Listing Price) | 4081.75 |
| 8. 13 Blocks Wellington Heights, Collie Selling Price \$400,000 Total Agency Commission \$10,375 Claim 29% (Selling Fee) | 3008.75 |
| | 7090.50 |
| | C/fwd <u>27062.15</u> |
| | <u>\$34152.65</u> |
| 1. Copy of offers acceptances and listing agency appointments for the following: | |
| (a) Craggamore farm | 12275.00 |
| (b) Phillip St. Bridgetown | 8575.00 |
| (c) 7 lots Wellington Boulevard | 4080.00 |
| (d) lot 506 Wellington Heights Collie | 4287.50 |
| (e) lots 506/507 Hansen St. Maddington | 4037.50 |
| (f) Arthur Rd. Wattlegrove N/S | 3518.75 |
| (g) 13 Blocks, Wellington Heights, Collie N/S | 5187.50 |
| (h) Creery St, Mandurah | <u>2843.75</u> |
| | 44805.00" |

(Revised Schedule of Claim)

The original claims as to superannuation and the two per cent (2%) overriding commission were resolved between the parties and require no further attention by the Commission.

The remaining claims were vigorously denied by the respondent. For the Applicant, Mr Clohessy outlined the basis of the commission claims inter alia as follows:

"There are six properties in the first segment of the claim and the amount of commissions, the selling price, the date of settlement is illustrated. Craganmore is a farming property, number 1, and the evidence will be that although Chambers was employed from 1 November 19 to 31 October 94 he was not entitled to any commission except the 2 per cent override whilst he was employed as the sales manager. The evidence will be that Craganmore was a listing which he bought on engagement. The commission entitlement was to be paid to him at 100 per cent. He did all the work in respect of the sale of this property and whether he was on commission or salary by specific arrangement he was entitled to this commission.

In respect of the next five properties the properties are listed, the selling price, the total agency commission and the date of the settlement. It is important to note the date of settlement because until the property is settled, firstly, the agent is not entitled to any commission and if there are trust funds being held the agent, in this case Carroll Realty, are not able to act upon those trust funds for disbursement until settlement is effected.

...

As to properties 7 and 8 on the list they are signalled so that the claim is crystallised but no commission can be paid to Chambers because they have not been settled. It

could be that if they don't settle notwithstanding an offer an acceptance Carroll Realty will not get any commission as a consequence of that Chambers will not."

(Transcript Pages 3 & 5)

I turn firstly to the claim in respect of the property known as Cragenmoor which is for the total commission of \$12175.

The applicant's case is, shortly stated, that he completed the entire sale himself and is entitled to the full commission payable thereon. That on accepting employment as Sales Manager with the respondent, he put this sale through the respondent rather than the Roy Weston agency and he fully expected but did not receive the commission on the completed sale.

Giving evidence on this aspect, the applicant said inter alia:

"I felt that I wanted to make a forward step rather than a backward one and on that very same day there was an advertisement in The West Australian from Carroll Realty seeking a sales manager, of which I applied and within a few days was appointed.

...

Let me put it this way: did you start your employment with a listing for Cragganmore Farm?—I started my employment with an offer and acceptance from Mr Catalano on Cragganmore Farm on Landmark stationery. Mr Harwood didn't sell Landmark as a company. He sold his office but he did not sell the company. He retained that for his personal use.

The question of Cragganmore Farm, Mr Chambers—was this discussed with Mr Carroll before you started?—Yes. This was discussed with Mr Ferris at the time when I started and I explained to him that it was just a few days prior to the sale of the Roy Weston office at Cannington that this offer had come in from the purchases, the end purchaser, and that it was on Landmark stationery. Mr Harwood had offered to allow it to stay there and settle in that manner.

I was a little uneasy inasmuch as I had a new employer and I felt in fairness that I should mention this to the new employer, which I did, and he said "Well, look I see where you're coming from. Whatever he's offered we can match that and that's no problem. We can—virtually, the work is done and we can meet the same terms and conditions that Mr Harwood has offered you at 100 per cent." Consequently, subsequent to that, I informed Mr Harwood, "Look, thank you very much. I appreciate your offer of the 100 per cent as a bonus for work well done for you but I think it's much more comfortable that we put it through Carroll Realty and in due time we will be re-writing it up and putting it through Carroll Realty.

CLOHESSY, MR: Well, at any time, whilst you were on wages or on a salary did you advise Mr Carroll that you had no further commission interest in Cragganmore Farm?—Not at all.

...

Thank you. Now, when the property was settled on about 8 February did you cause a member to go to Trish Meahan asking for your commission?—Yes.

Is that the copy of the memo?—Yes.

...

CLOHESSY, MR: Up until that time had Mr Ferris told you that you were to be disentitled to that commission?—No. No inkling of it.

...

CLOHESSY, MR: So that I don't lose it—as a result of that did you receive advice from Trish that because you were on salary you were not to receive a commission?—Correct.

On 8 February were you on salary or commission?—I was on commission.

Were you so on commission since 1 November 94?—Yes."

(Transcript Pages 19, 23, 24, 26, & 27)

The respondent's contentions are best set out from the evidence of Mr L.P. Ferris, Principal of Carroll Realty:

"Can you explain to the commission your involvement in the employment of Mr Chambers?—Yes. I advertised for a sales manager, which Mr Chambers applied for, the position. We negotiated—I couldn't afford to pay him the salary that he required to start with and we discussed the matter in detail and he brought forward a property that he had previously written on paper with another real estate agent—

What property was that?—I think it was described as "Cragenmoor" and he put that forward as saying, "Well, I'll put that in to the melting pot and that way the commission off that can offset my salaries and you can give me the higher salary and I won't take any commission on Cragenmoor" and that was the terms which he was employed on.

Did you discuss with anyone other than Mr Chambers that particular arrangement?—Only the financial controller.

Who was that?—Trish Mein.

What did you discuss with her? What were the, as best you recall, the discussion you had with her regarding the employment of Mr Chambers?—He was on— at that particular time, he was on a salary with an over-rider and that any sales that he made at that time there was no commission contributed to those sales because of his salary structure.

Did you explain the arrangement in terms of Cragenmoor?—Yes, in full detail. There was no commission to be paid on it whatsoever because that made up his package."

(Transcript Pages 282 & 283)

The Commission carefully observed the witnesses during the giving of their evidence and on balance of probabilities concludes that:

- (a) Mr Chambers had obtained the listing of Cragenmore whilst employed by Mr P.F. Harwood.
- (b) Mr Harwood on selling his business conceded in full to Mr Chambers any commission which might arise from the sale of Cragenmore.
- (c) Mr Harwood further offered Mr Chambers the use of his business facilities to complete the Cragenmore transaction "if it comes off". (Transcript page 15).
- (d) Mr Chambers advised Mr Ferris of the above during his interview for employment.

In the result, the Commission prefers the evidence of Mr Chambers that when employed by Mr Ferris, he did not "trade off" the commission on Cragenmore as part of his initial salary package as sales manager of Carroll Realty.

Certainly, Mr Ferris was made aware by Mr Chambers of the Cragenmore situation and Mr Chambers later "wrote it up" as a Carroll Realty transaction for business purposes. However, the Commission finds it highly unlikely that Mr Chambers agreed to lose any or all of the commission on the Cragenmore transaction. I draw some comfort for this conclusion from Exhibit D which reads in part: "As property was sold whilst you were a salaried employee, no commission payable". There is no suggestion therein that the Cragenmore commission was by agreement, "traded off" as part of the actual salary package and that that was the sole reason the commission was not to be paid. Further, the evidence of Mr G. Montgomery (Transcript @ 222) that because Chambers was on a salary he wouldn't receive the (Cragenmore) commission. Again it is not suggested that Mr Chambers had specifically as part of his salary package "traded off" the Cragenmore commission.

It was the applicant's contention and evidence that in respect to all other property transactions listed in the amended claim that he was in a meaningful or legal way involved in them and that commission as claimed was earned and payable to him by the respondent.

However, the Commission concludes that evidence of Mr B.M. Hutchison, Mr G.C. Montgomery (T 228-233), Mr R.H. Gomm and Mr L.P. Ferris to the contrary is preferred and that evidence leads to the almost inescapable conclusion that

he was not involved in a meaningful or legal way such that the commission's claimed were due either on a merit or legal basis, in particular having regard to the usual policy/rules of the real estate industry. Further, the applicant with his long experience in that industry was no stranger to those rules and policy.

I turn next to the claim for payment in lieu of notice upon termination of the contract of employment of the applicant as sales manager by the respondent.

Exhibit A is the written contract of employment signed by both parties, however, whilst quite detailed as to duties and responsibilities, remuneration and bonuses there are no provision/s for termination of the contract. I note here that an annual salary of \$30,000 is to be paid monthly on the first of each month. (Exhibit B) is a letter dated 27/10/94 terminating the applicant's employment as sales manager and it states inter alia:

"..... the position of sales manager no longer exists and we will not be in a position to retain you on a salary basis as from 1st November, 1994."

The letter then proposes commission only employment and sets out the proposed remuneration. Thus, the notice period given of termination of the contract is five (5) days in total or three (3) working days.

As to the contentions by the parties as to the applicable legal principles in the Commission's respectful opinion, *Cohen v. Nichevich* (Full Court of the Supreme Court of WA) 1976 W.A.R. 183 provides the correct answer. The judgement of Jackson CJ at 184 states inter alia:

"In Halsbury's Laws 3rd ed, Vol 25, p 490, the relevant rule is stated as follows: "if no custom or stipulation as to notice exists, and if the contract of service is one which can be regarded as a yearly hiring, the service is terminable by reasonable notice." It is to be observed that the former presumption that a general hiring is a yearly hiring no longer exists: see *Richardson v Koefod* (1969) 3 ALL ER 1264; (1969) 1 WLR 1812, per Lord Denning MR at 1816 and *Fenton Atkinson LJ* at 1818. But the Court affirmed the rule that "in the absence of express stipulation, the rule is that every contract of service is determinable by reasonable notice. The length of notice depends on the circumstances of the case" (p 1816). Precisely the same view was taken in Full Court of the Supreme Court of New South Wales in *McCarthy and Windeyer* (1925) 26 SR (NSW) 29. ... In giving judgement, Street CJ (with whom Ferguson and Campbell JJ concurred), said at p 35:

"... the rule of law relating to contracts of service of this kind is that: if there is no custom governing the matter and if the contract is silent as to the length of notice given, then engagement can only be terminated after reasonable notice, the question of what is reasonable notice under the circumstances in any case is a question of fact for the jury ... The mode of payment and the character of the service are elements to be taken into consideration by a jury in considering what is reasonable, but in every case the question is one of fact for them in the absence either of custom or of express agreement. ..."

In my opinion, the correct rule to be followed in the courts of this State is that expressed in the judgements of the English Court of Appeal and the Full Court in New South Wales to which I have referred. ""

Further, on this issue, *Contract of Employment—Principles of Australian Employment Law—Brian Brooks 4th Edition (CCH)* para 215 states:

"It is the employment contract of an indefinite duration which once presented problems. There is no doubt that at common law a general hiring, that is an employment contract with no expressed duration, was prima facie taken to be a yearly hiring. If not terminated it renewed itself on each anniversary. The English Court of Appeal in *Richardson v Koefod* [op cit] agreed that:

"the time has now come to state explicitly that there is no presumption of a yearly hiring. In the absence of express stipulation, the rule is that every contract of service is terminable by reasonable notice. The length of notice depends on the circumstances of the case."

The circumstances will include the practice, the actual dealings, between the parties and the most significant practice will be the mode of payment, particularly the unit of time by which payment is made."

(My emphasis)

Having regard to the circumstances here, where an annual salary was paid on the first of each month, the salary level and monthly commission payments agreed by the parties, the notice actually given (supra), the Commission concludes that in this particular case one (1) months salary (\$2500) in lieu of notice is appropriate.

Appearances: Mr R.W. Clohessy appeared on behalf of the applicant.

Ms C.M. Brown appeared on behalf of the respondent.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Joseph William Charles Chambers
and
Carroll Realty.

No. 111A of 1995.

SENIOR COMMISSIONER G.G. HALLIWELL.

21 March 1996.

Order.

HAVING heard Mr R.W. Clohessy on behalf of the Applicant and Ms C.M. Brown on behalf of the Respondent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the Respondent, Carroll Realty of Suite 5/47 Monash Avenue, Como WA 6152, shall pay to Mr J.W.C. Chambers of 30A Redmond Street, Salters Point WA 6152 the sum of fourteen thousand six hundred and seventy five dollars (\$14675), within 14 days of the date of this Order.

(Sgd.) G.G. HALLIWELL,

[L.S] Senior Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Steven Warren Cooke
and

Omex Petroleum Pty Ltd.

No's. 494 and 495 of 1996.

COMMISSIONER R. H. GIFFORD.

14 June 1996.

Reasons for Decision.

THE COMMISSIONER : By application No. 494 of 1996, the applicant, Steven Warren Cooke, claims, pursuant to s.29 of the Industrial Relations Act, 1979 ("the Act"), that he had been dismissed in a harsh, oppressive or unfair manner by the respondent, Omex Petroleum Pty Ltd, from his position as 'Service Station Manager' at the company's Kelmscott Service Station and, in addition, that he had been denied contractual benefits. The dismissal, about which the claim are made, was effected on 10 November 1995.

The relevant application to this Commission was not filed until 27 March 1996 and there was therefore a need for a further application, in so far as the claim dealing with unfairness is concerned, to be filed with this Commission seeking an extension of time for the filing of the application, as more than 28 days had elapsed between the date of dismissal and the date of filing the application (Refer s.29(2) of the Act). This further application, No. 495 of 1996, was dealt with at the outset of proceedings, pursuant to s.29(3) of the Act.

At the time of the filing of application No. 495 of 1996, the applicant was in the process of dealing with an application before the Australian Industrial Relations Court, in accordance with s.170EA of the Commonwealth Industrial Relations Act 1988. That application has since been placed in abeyance, to enable the application before this Commission (No. 494 of 1996) to proceed in its totality. The applicant put to the Commission that he sought the extension of time so as to enable him to secure compensation for the unfairness which he alleged had occurred, in conjunction with the contractual benefit claims, before this Commission.

The Commission advised at that stage of proceedings that it was satisfied that the circumstances of the applicant's claim met the requirements of s.29(3) of the Act. The claims then proceeded to be dealt with.

With respect to the claim relating to harsh, oppressive or unfair dismissal, the applicant did not seek reinstatement to his former position, but rather compensation in lieu. No amount for such compensation was specified. The claim specifically is based both upon the manner in which the 'dismissal' occurred, and upon the series of events that followed such 'dismissal', which it is alleged, placed stress upon the applicant and his family.

In the case of the contractual benefit claims, the applicant primarily seeks payment of his earnings for the uncompleted portion of what he contends to be a two year fixed term contract, namely from the date of 'dismissal' on 10 November 1995, to the date of the expiry of the two year term, on 10 July 1996. He also seeks 5 weeks 'holiday pay' and in addition, pay in lieu of notice.

Prior to all of these claims being dealt with, it is necessary however for the Commission to deal with a preliminary question relating to the status of the applicant. The applicant, Mr Cooke, claims that he had been an employee of the company, in the position of 'Service Station Manager' at the Kelmscott Service Station. The respondent company on the other hand, claims that the applicant was contracted as an agent to operate the Kelmscott Service Station, and was therefore not an employee. The respondent therefore argued that there was no jurisdiction available to the Commission to deal with the claims, in that they do not constitute an 'industrial matter', as is required by s.23(1) of the Act. The Commission is required to determine whether the contract was a contract of service, relevant to an employer/employee relationship, or an agency contract, relevant to a principal/agent relationship.

Evidence

The only parties to the creation of the contract in contention, were Mr Cooke, on one part, and Mr Quackenbush, the Managing Director of Omex Petroleum Pty Ltd, on the other. Each has a quite different recollection of the meeting(s) leading up to the making of the contract.

Mr Cooke's evidence is that, after learning about the company's intention to open a service station in Kelmscott on 30 June 1994, from Mr Quackenbush, he met with Mr Quackenbush at the company's Bellevue office on 8 July 1994 and was asked if he was interested in managing the station for a two year period, on a two year contract, to sell both fuel and oil. After Mr Cooke indicated that he was, the conditions of employment were discussed. In particular, it was indicated that the station was to be operated between the hours of 6.00 am and 6.00 pm, Monday to Friday inclusive, and between 6.00 am and 2.00 pm on Saturday, commencing on 10 July 1994. It was agreed that the 'wage' be that of \$2,383 per month, net of taxes, including medicare levy, and of superannuation.

Mr Cooke states that it was intended that the contract be a written one, but that this never actually occurred, although he made several attempts to achieve this.

He claims that it was nevertheless a genuine 'contract' that was entered into. He explained that the company exercised control over him. A company 'Site Manager' visited the Kelmscott Service Station, together with other stations, on virtually a daily basis. The Manager gave instructions on fuel pricing and checked on the cleanliness of the bowsers and generally on the level of tidiness about the station.

Mr Cooke explained that all paper work, relating to fuel and oil sales was recorded on behalf of the company. The company, he said, paid all outgoings, such as rent, advertising, electricity, rates, telephone, bunting, signage, and window tinting and

installed and maintained all equipment, such as the pumps, compressor and console. No invoice was furnished by him to the company for his 'wages'; the monies were directly credited to the bank account, which he and his wife jointly held.

Upon request from the company, he, in his own right, provided some confectionery and cool drinks. This facility did not prove to be profitable for him. He also traded in batteries, in his own right, but this was not successful, as the commission was low. On occasions, when he needed to carry out work unrelated to the service station, he utilised the services of a relative or a friend. He did not treat them as employees. With respect to cash shortage arising from fuel and oil sales, he was required to make good any deficiency.

Mr Quackenbush, in his evidence, explained that he had met Mr Cooke, at the beginning of July 1994, and advised him that the company would soon be leasing the Kelmscott Service Station. He outlined the way in which it would be operated.

He indicated that two meetings were held between he and Mr Cooke, on or about 8 July 1994, at the company's office at Bellevue. At the first meeting he explained all aspects of the 'agency' arrangement upon which Mr Cooke would be engaged. In doing so, he referred to a draft 'agency agreement', providing a copy to Mr Cooke, for his perusal. He referred in particular to the 'commission' payment, in the form of a monthly payment to be made to operate the station, together with a minimum monthly commission for oil sales. He told Mr Cooke that he could conduct other related business at the service station in his own right. There were discussions about how long Mr Cooke could potentially be at the station, and that Mr Quackenbush held a three year tenancy, but that he (Mr Quackenbush) did not know how long it would be operating, because it was a new station.

Mr Quackenbush has no recollection of a two year term being discussed or agreed upon.

He did recall that security of term was discussed with Mr Cooke. He told Mr Cooke that although the 'agency agreement' did not provide for a period of notice, he undertook that he would give as much notice as possible, if the station did not 'work out'.

Mr Quackenbush says that the meeting concluded with he and Mr Cooke agreeing that Mr Cooke be engaged on the basis of an 'agency agreement'. He has no recollection of Mr Cooke ever signing the agreement. A copy of a similar agency agreement, entered into by an agent at one of the other service stations operated by the company, was tendered, as an illustration of the type of agreement entered into (Exhibit Q3).

Mr Quackenbush recalled that there was a second meeting between he and Mr Cooke, at which only minor procedural matters were discussed. Mr Cooke also met with his 'Site Supervisor' Mr Winn. From the evidence, it became clear that he (Mr Winn) did not participate in any of the discussions between Mr Quackenbush and Mr Cooke, relating to the agency agreement.

The terms of the agency agreement tendered for illustration purposes, but with parts of the introductory sentence, closing sentence and commission clause, together with operating times clause, omitted, to prevent identification, is as follows:

"We offer to appoint Mr agent to sell Omex fuels and oils at the above from

OMEX shall:

1. Provided all fuels and oils and set selling prices.
2. Maintain all equipment including pumps, air compressor and console.
3. Pay rent, rates, taxes and electricity.
4. Pay to the agent a commission of \$..... per month to operate the station
5. Pay to the agent a commission of \$..... per litre on all oil sales with a minimum of \$..... per month.
6. Permit the agent to trade in all stock other than fuels and oils subject to restrictions contained in the previous lease agreement.

The AGENT shall:

1. Sell the fuels on behalf of Omex remitting or banking the money as instructed from time to time.

2. Operate the Station on each day that service stations are permitted by law to be open during the hours subject below.
3. Be responsible for any cash shortage from fuel and sales.
4. Read and record daily fuel metres and tank dips and forward to Omex Bellevue.
5. Complete a daily sales analysis, bank money and forward bank receipts with sales paper to Omex Bellevue.
6. Not do anything contrary to the property lease agreement, a copy of which is attached.
7. Not trade in any oil or grease product other than Omex brand.
8. Take out work cover insurance for self and employees and provide proof of insurance to Omex on demand.

Termination:

1. This agreement may be terminated by either party giving one month's notice or by Omex at any time if the Agent is in default of Agent clause five.

Operating Hours

.....

Your signature on the letter copy will form agreement between us."

(Exhibit Q3)

With respect to the control exercised by the 'Site Supervisor' over an agent, Mr Quackenbush explained that his role was to ensure that the station opened during the hours laid down in the agency agreement; to set the selling price of fuels on a daily basis; and to ensure that the monies from the fuel and oil sales were collected daily and banked.

In concluding submissions, Mr Cooke put that he was not engaged as an agent. Rather, that control was exercised over him through the 'Site Supervisor'. In any event, he did not sign an 'agency agreement'. His view was that a true agent would have complete control over the situation.

Mr Quackenbush, on the other hand, submitted that an agency arrangement was the practice within his company and was commonplace with other operators in the industry. He claimed that Mr Cooke had performed in accordance with the terms of the agency arrangement. Mr Cooke had never spoken of an employer/employee relationship with him. There was no evidence, Mr Quackenbush submitted, that Mr Cooke was ever an employee.

Jurisdiction

As noted earlier, it is necessary for the Commission to determine at the outset, the preliminary question as to whether or not Mr Cooke was engaged in the status of an 'employee', in order to satisfy the requirement of the Commission confining itself to an 'industrial matter', in accordance with 23(1) of the Act. In determining such a question, the Commission is required to consider relevant factors inherent in the contractual relationships of the parties, or so-called indicia, in the context of attributing primary consideration to the manner in which 'control' was exercised, in this case, by the company over Mr Cooke.

In this respect the Commission is influenced by the authority of the Full Bench in The Australian Builders' Labourers' Federated Union of Workers, Western Australian Branch v. P.B. & K.A. Brajkovich Pty Ltd, 71 WAIG 23. In seeking to distinguish a contract of services from a contract for services, the Full Bench stated (p.24) that:

"One should look at the terms of the contract first.

The essence of a contract of service is the supply of the work and skill of a man (see per Dixon J. in Humberstone v. Northern Timber Mills (79 CLR 389) at pages 404-405).

The control test is not a rule of law, but it is the vital, or at least a vital factor, which has been treated frequently as critical and decisive of the legal quality of the relationship of employer and employee (see Gould v. Minister of National Insurance [1951] 1 KB 731 at 734 and T.W.U. v. Readymix Group (W.A.) and Others (61WAIG1705)).

The control test must be applied to the reality and totality of the relationship between two persons and not to the work itself, (at least not in isolation). In other words, one uses the test to determine whether and what relationship exists between the two persons involved (if two there are) (see Humberstone v. Northern Timber Mills (79CLR389) per Dixon J. at pages 404-405, where His Honour said)—

"For a case like the present, the test of the existence of the relation of master and servant is still whether the contract placed the supposed servant subject to the command of the employer in the course of executing the work not only as to what he shall do but as to how he shall do it ... The question is not whether in practice the work was in fact done subject to a direction and control exercised by an actual supervision or whether an actual supervision was possible but whether ultimate authority over the man in the performance of his work resided in the employer so that he was subject to the latter's order and directions. In the present case the contract by the deceased was to provide not merely his own labour but the use of heavy mechanical transport, driven by power, which he maintained and fuelled for the purpose. The most important part of the work to be performed by his own labour consisted in the operation of his own motor truck and the essential part of the service for which the respondents contracted was the transportation of their goods by the mechanical means he thus supplied. The essence of a contract of service is the supply of the work and skill of a man. But the emphasis in the case of the present contract is upon mechanical traction. This was to be done by his own property in his own possession and control. There is no ground for imputing to the parties a common intention that in all the management and control of his own vehicle, in all the ways in which he used it for the purpose of carrying their goods he should be subject to the commands of the respondents. In essence it appears to me to have been an independent contract."

The question asked in that case was whether ultimate authority over the man in the performance of his work resided in the employer.

Control may be actual, or it may be where there is authority to control (see F.C.T. v. J. Walter Thompson (Australia) Pty Ltd (1944) 69 CLR 227, Zuijs v. Wirth Bros. Pty Ltd (1955) 93 CLR 561 and Attorney General for N.S.W. v. Perpetual Trustee Co. Pty Ltd (1952) 85 CLR 237 at 299-300 per Kitto J.).

The current situation at law, as we apprehend it, is really that one uses a multi-factor approach with control as the foremost consideration (see Stevens v. Brodribb Sawmilling Co. Pty Ltd (160CLR16) per Mason J. at page 24). Brennan J. agreed and Wilson and Dawson J.J. regarded the test as the surest guide to whether a person was contracting or was an employee (see pages 36-37). It is still, therefore, the main determinant.

It is not uncommon (in fact all too common) for parties to seek to avoid the legal consequences arising from the existence of an employer/employee relationship by referring to their arrangements by some other name or characterising it otherwise.

It is patently clear that the parties cannot change their status, contractedly, merely by putting a label on it (see Massey v. Crown Life Insurance Co. [1978] 2 All ER 576 at 579 and Narich Pty Ltd v. Commissioner of Pay-Roll Tax (2NSWLR597) at pages 600-601).

It matters not whether the contract is reduced to writing, evidenced in writing, partly oral and partly in writing, or simply oral, in our opinion; those observations still apply.

As to the indicia, one is required to balance them in determining the nature of the contract, but subject to the primacy of the control test.

We should also observe that the organisation test was accepted as secondary (but nonetheless as a test) by Kennedy J. in T.W.U. v. Readymix Group (W.A.) and Others (61WAIG1705) at page 1718, and by Mason J. in

Stevens v. Brodribb Sawmilling Co. Pty Ltd (160CLR16), a view which we respectfully adopt.”

Before reviewing the relevant factors however, the Commission is required to determine what the nature of the contract was, at the point of its creation. As revealed from the evidence above, there are significantly different recollections between the parties.

One point that is clear, is that the ‘agency agreement’, as the respondent refers to the contract, was never actually signed by the parties.

Does it follow to begin with that the ‘agreement’ never existed in a written, but unsigned, form? In this respect, it is significant that the agreement tendered for illustration purposes in these proceedings states, as the final statement of its terms that: ‘Your signature on the letter copy will form agreement between us’. The inference to be drawn from such a statement is that, in the absence of signatures, then no agreement of any kind was entered into. The Commission believes, however, that such an inference takes the matter too far; a more logical conclusion, which the Commission accepts, is that the absence of signatures means that a written agreement was not entered into.

It follows nevertheless that an agreement was reached between the two parties arising from the meeting or meetings held on or about 8 July 1994. What were its terms however? Were they in the same terms as the agreement that was tendered for illustration purposes, or not? The recollection of the parties could hardly be more divergent on this point. The Commission however, experiences difficulty in finding either witness to be a more credible party than the other; and there is no suggestion that both witnesses did not recount an honest recollection of events of nearly two years ago. In endeavouring to prefer one person over another, as the Commission must, the Commission is conscious that a meeting of the kind that occurred on or about 8 July 1994 was one which Mr Quackenbush must have participated in a number of times, bearing in mind that he has some six persons engaged on the same or very similar kind of ‘agency agreement’, to that upon which Mr Cooke was engaged. Although there is no evidence that there was any other meetings at or about the time of Mr Cooke’s meeting, the Commission nevertheless harbours the doubt that there is always a chance that the recollection by Mr Quackenbush of Mr Cooke’s meeting could, in some way, have become intertwined with another similar meeting.

Upon reflection, the Commission concludes that an ‘agency agreement’, in documentary form, was not actually provided to Mr Cooke at the meeting or meetings on or about 8 July 1994. The preferred conclusion, in the Commission’s view, is that Mr Quackenbush referred to the ‘agency agreement’ as, say, a check-list of matters to be put to Mr Cooke, but that he never actually furnished a copy to Mr Cooke.

Mr Quackenbush says that all matters in the document were raised with Mr Cooke at the meeting. The Commission finds that to be the position. The fact that Mr Cooke in his evidence, did not recall all such matters being canvassed, is in one sense, an understandable state of affairs, given the time that has passed since the discussion took place, but nevertheless does not reflect well on his ability to recollect.

By this reasoning, it has to be concluded that reference was made to the ‘agency arrangement’, in the course of the meeting. This is notwithstanding the fact that Mr Cooke has no recollection of reference being made to such an arrangement.

Whether he merely misunderstood what such an arrangement meant is a matter that can only be speculated about, as he admits to no such misunderstanding, in that he believed himself to be an employed Service Station Manager.

Do the relevant factors inherent in the contractual arrangement, confirm that an ‘agency agreement’ was entered into? What of ‘control’, to begin with? The Commission has already concluded that the various terms of the so-called ‘agency agreement’ were canvassed between the parties and formed the basis of the contract between them. There are some eight areas of responsibility laid down for the ‘agent’, although only terms 1, 2, 4 and 5, (Exhibit Q3) deal with operational type issues, such as the opening of the station, the selling of the fuel, the remitting or banking of the money received for the fuel, the daily recording of fuel meters and tank dips and the completing of the daily sales analysis.

These are responsibilities that Mr Cooke undertook to carry out and there is nothing in the evidence to suggest that he did not. Because they are operational issues, was there a presumption that the company exercised any control over Mr Cooke, to ensure that these responsibilities were met? Notwithstanding the absence of direct evidence, there is a reasonable implication from the evidence that the management at the Bellevue office of the company, monitored the daily flow of information that was required to be provided by Mr Cooke. What attaches to that implication is that in the event of any of the information not being provided, a request would be made for it to be so provided.

With respect to the monies, the position was specifically clear. The ‘Site Supervisor’ had express responsibility to ensure that the monies were collected and banked, on a daily basis. This constituted a position of direct supervision of Mr Cooke, in the Commission’s view.

Such direct supervision extended also to instructing Mr Cooke as to the setting of the selling price for fuel, on a daily basis. It also extended, based on the evidence of Mr Cooke which the Commission accepts, to ensuring that the pumps and the site be kept in a clean and tidy appearance.

By all these means, was the company exercising such a level of control over Mr Cooke, as to signify that they were exercising ultimate authority over him? Certainly, most areas where control was exercised, either directly or indirectly, related to matters which were express, albeit oral, terms of the contract, and were not necessarily discretionary decisions made on the part of a company. This notwithstanding, the total level of control was significant. Certainly, the ‘Site Supervisor’, did supervise operational matters such as the actual process of selling the fuel or the oil. The ‘Site Supervisor’ totally controlled its supply and the price at which it was to be sold. He also had particular and significant responsibilities in respect of the banking of the monies, from the fuel and oil sales.

Indeed, if the Commission were to attempt to envisage what kind of role a truly employed Service Station Manager would exercise in this situation, the Commission would find some difficulty in distinguishing how much greater control could have been exercised, short of having the ‘Site Supervisor’ employed at the service station site itself.

Certainly, a distinction can be drawn in this respect in the case of one of the contractual terms set out as part of the company’s responsibility, namely term 6, which allowed an agent to trade in other stock. In Mr Cooke’s case, this represented his ability to trade in batteries and in confectionery and cool drinks. In both respects, the evidence was, which the Commission accepts, that these were not really profitable to him, inferring that these were not really significant opportunities in any event. The point is however, that such facilities were made available to Mr Cooke and that they are facilities that are not in normal circumstances made available to an employee.

It is significant that Mr Cooke did not actually engage any persons as employees, to assist him in these activities or those of the fuel and oil sales themselves. He had a relative and friend assist him in periods when he was absent from the station. His evidence, which the Commission accepts, was that he did not engage them as employees.

In the case of Mr Cooke’s remuneration, reference has already been made to the fact that it was paid in the form of a ‘commission’, namely a flat monthly ‘commission’ for fuel sales, and a ‘commission’, based on litres sold, for oil, subject to a flat minimum monthly figure. To begin with, it can be said that remuneration for persons engaged as agents typically is made in the form of commissions, that is to say, payment according to some measurement of the work done. In this respect, for instance, it is noted that the Australian Concise Oxford Dictionary defines ‘commission’, in the present context, as ‘pay of (an) agent, percentage on amount involved’.

There is no doubt that Mr Cooke’s remuneration for the fuel, was unrelated to quantity sold, as distinct from the case with oil. This was quite intentional when regard is had to Mr Quackenbush’s evidence, which is accepted, that because the station was a new one, it was not known as to whether it would be profitable or not. In those stations which were profitable, the commission was based upon litres of fuel sold.

Was the monthly payment a 'commission' however? Whilst this Commission recognises that that is what it was termed, the Commission would nevertheless observe that the monthly payment was not at all typical of a commission payment, and was therefore much more akin to a salary payment.

The Commission further recognises though that no payment on account of income tax or the medicare levy was made, and in this way detracted from the payment being characterised as a salary payment. This situation however simply stems from the in-principle position of the company that Mr Cooke was a bone fide agent, and that in such circumstances, he (Mr Cooke) bore the responsibility of meeting these obligations.

As to such obligations, Mr Cooke had entirely the opposite view. It is somewhat surprising that the parties never actually confronted the issue. Mr Cooke says he simply understood that the payments had been made but that it was not until October 1995 that his Accountant told him that they had not been. He says he assumed the company had merely been slow in processing the payments and had intended to raise it with them, except for the fact that he received advice of the imminent closure of the station that same month, and that such did not enable any discussion to occur on the matter. This is not an unreasonable explanation, in the Commission's view.

Turning to other factors of the contractual relationship that may assist in defining the nature of that relationship, it is to be noted at the outset that Mr Cooke brought to the relationship solely his labour, in terms of making sales of fuel and oil. As to the facility of making available confectionery and cool drinks, there is no evidence that he actually owned the stock, and therefore may have done so, but certainly he did not own the refrigerator. In any event, as has been observed above, this facility, was not profitable, and therefore was not significant in the scheme of things.

Next, a further factor is that Mr Cooke, as a 'Service Station Manager', operated in his own right, and not by means of a business or company established for that purpose. As noted above, the fuel and oil was owned by the company, the pumps and equipment, such as air compressor and console, were owned and maintained by the company. The company paid the rent on the site. They met the electricity and telephone charges, rates and costs associated with advertising, bunting, signage and window tinting. Whilst no doubt, in any bone fide agency contract, there may be a myriad of arrangements between parties as to the meeting of these costs and charges, it strikes the Commission, in the instant case, as being somewhat unusual that all of these costs were met by the company. This is of course typical of an employer/employee relationship.

The Commission believes it now has assessed all relevant factors to enable the nature of the contractual relationship to be delineated so as to determine whether Mr Cooke was actually an employee. From the perspective of the level of direct and indirect control exercised by the company over Mr Cooke, it is clear, in the Commission's view, that such level was sufficiently akin to that which would be exercised over an employed Service Station Manager, to enable the conclusion to be drawn that there was an ultimate authority exercised by the company over Mr Cooke. This notion, of being akin to an employed person, is reinforced in this case by the form of remuneration for the operation of the station, which for all intents and purposes was a salary, and by the fact that essentially all of the operating costs of the service station were met by the company. The only significant compensating feature was the 'right' allowed to Mr Cooke to operate a confectionery and cool drinks facility and to secure the profits therefrom. The Commission considers, in the context of the Kelmscott Service Station, that such was not, in fact, a significant 'right' that was extended.

In the totality therefore, the Commission considers Mr Cooke to have been engaged as an employee and to have remained in that status, for the total period of his engagement. The Commission therefore supports Mr Cooke's position that he was never engaged in the capacity of an agent. Accordingly, the Commission possesses the necessary jurisdiction to deal with the claims.

Contractual Benefit—Fixed Term Contract

As outlined above, Mr Cooke seeks payment of the earnings related to the uncompleted portion of what he claims to be a two year fixed term contract. This claim covers the period

from the date of dismissal on 10 November 1995 to the date of the expiry of the two year term, namely 10 July 1996.

The assessment by the Commission of the validity of the claim is entirely dependant upon the evidence as to the discussions between the parties at engagement, as no written contract, as already found, exists. Certainly, the Commission found that Mr Quackenbush, in outlining the terms of the contract to Mr Cooke in the meeting or meetings on or about 8 July 1994, referred to the terms of an 'agency agreement', an example of which is set out earlier in this decision. It is abundantly clear that the document makes no express reference to a fixed term.

Mr Cooke recollects that Mr Quackenbush told him that the engagement would be for a two year period, on a two year contract. Mr Quackenbush on the other hand, recollects no such statement being made. He concedes that he may have made mention of the three year tenancy period he had entered into with the owner of the site. There was also some discussion about how long Mr Cooke could potentially be at the service station.

What was more important, however, was his observation that in starting off a service station as a new operation, he simply did not know how long it would be actually operating. He did not know whether it would be profitable or not. Ultimately, by October 1995, he knew it was not going to so be.

In assessing the evidence earlier, the Commission was not prepared to necessarily prefer the evidence of one witness over the other, based on credibility, but rather, on the basis of what appeared to be better recollection, or of what was more logical.

The Commission has no difficulty in accepting Mr Quackenbush's evidence that he faced uncertainty over profitability. The Commission therefore believes that there would have been no logical basis for Mr Quackenbush to have committed himself to a fixed term engagement for the person engaged to operate the service station, whatever the form of the contract. His evidence therefore as to the lack of existence of a two year contractual term, is to be preferred.

This is not to deny that there was any discussion at all about the likely period of engagement that Mr Cooke could expect. The Commission simply believes that Mr Cooke was led to the belief that such a discussion committed the company to a fixed term contract. That belief was not well founded. No such contractual term was entered into.

The claim in this respect must therefore fail.

Unfair Dismissal

The claim by Mr Cooke in this respect alleges that unfairness arose from the manner in which the dismissal was effected and from the series of events that followed upon the dismissal, in terms of stress being placed upon him and his family.

With respect to the manner in which the matter was argued, Mr Cooke focused entirely upon the latter issue, in terms of seeking to provide justification for compensation to be awarded. He chose not to put anything to the Commission concerning the manner in which the dismissal was effected, as a basis for seeking compensation.

The evidence in this respect reveals that during the course of October 1995, Mr Quackenbush reached the conclusion that the service station was not going to be a profitable concern and that he decided to proceed to terminate the lease on the site. After making that decision he telephoned Mr Cooke to advise him to that effect and further indicated that he did not know the exact date of closure, but that it would be in about a month.

As it transpired, the fuel supply ran out on 10 November 1995, and the Site Supervisor, came to the station on that day and closed the station down. In doing so, he conducted a stocktake of the oil.

Mr Cooke says in his evidence that he asked what was to happen to him and was told that he would finish and that he could go home, except that he ought to return the following Monday (13 November 1995) for a final stocktake.

Before leaving, Mr Cooke requested the Site Supervisor, to pass on to Mr Quackenbush, two Notices of Demand, dated 10 November 1995 (Exhibits C1 and C2) claiming payment of income tax, superannuation and medicare levy, together

with payment of earnings for the uncompleted contractual term. These were accordingly passed on.

Mr Quackenbush responded to the Notices of Demand by letter of 13 November 1995 (Exhibit C4) denying that there was any obligation upon the company to continue the service station until 1 July 1996.

In the meantime, the Site Supervisor found a deficiency in the stock of oil and after further consideration, some seven days later requested the police to investigate. The police secured a search warrant in respect of Mr Cooke's residence, and effected the search during one evening when only his family was at home. On 28 November 1995, Mr Cooke made a statement to the police in which he denied being responsible for the deficiency in the oil stock. The police then advised him that they could find no basis to the allegation.

Mr Cooke alleges that the request for the police to investigate actually arose in relation to his Notice of Demand made on 10 November 1995. This is flatly denied by the company. In the end, this is not a matter upon which the Commission needs to make a determination.

The Commission has not recounted all of the details of the circumstances of 10 November 1995; suffice to say that by the end of that day the parties departed from each other in a state of tension and mistrust. That was added to when, on the following day, the locks at the service station were changed. It was then considerably added to by the police being called in to investigate.

No opportunity was taken by the company to confront Mr Cooke over the allegation of theft of the oil, prior to the police being called in. It is little wonder in the Commission's view that Mr Cooke and his family felt stressed by the police search and investigation. Such view does not of course reflect upon the police, who were simply doing their duty, as they are required to do.

Is it open to the Commission however, to deal in these proceedings, with the effects of a series of events that arose subsequent to the dismissal? Under s.29(1)(b), although not expressly stated, it is nevertheless clear that the Commission is required to deal with the circumstances leading to and involved with the act of dismissal itself. The consequences, or the subsequent events, are really only relevant in assessing the extent of the relief sought.

It follows therefore that whilst the Commission has no hesitation in accepting that Mr Cooke and his family suffered stress as a result of the police search and investigation, it is not a circumstance upon which the Commission can grant any relief as these events arise from an incident that occurred subsequent to the dismissal.

The Commission accordingly has no option but to dismiss that part of the application.

Contractual Benefit—'Holiday Pay'

A further contractual benefit claim made by Mr Cooke concerns the claim for 5 weeks 'holiday pay'. The claim was not dealt with in the course of the proceedings held on 15 May 1996 as Mr Cooke had originally intended that the claim be pursued before the Industrial Magistrate, pursuant to a claim for a condition under the Minimum Conditions of Employment Act. He however changed his plans, but too late to enable the claim to be dealt with in the instant proceedings.

Now that the main part of the proceedings is concluded, further proceedings can now be held with respect to the 'Holiday Pay' claim. These will be listed at a date convenient to the parties.

Contractual Benefit—Pay in Lieu of Notice

A claim for pay in lieu of notice was made by Mr Cooke in his original application, but was not directly addressed in his case. It was a matter that was clearly dependant upon the Commission's determination upon the status of Mr Cooke's contractual relationship with the company. In light of that determination, the claim is now a relevant consideration, and is capable of being addressed.

From the evidence already led, it is clear that Mr Cooke was provided with notification of the imminent closure of the station. The question is whether this notification constituted actual notice to terminate the contractual arrangement which the Commission has now found to exist, that is, the employment contract. Part of the assessment of this question

relates to whether the notification may have been more typical of the notification normally expected in circumstances of an employee's position being made redundant.

The Commission will accordingly invite further submissions from the parties on this question. The parties will be asked to address the position of the level of pay in lieu of notice which ought to apply, in the event of the Commission reaching the conclusion that proper notice to terminate the employment contract was not given. In particular, the parties will be asked to address what period, in terms of assessing an amount of pay in lieu of notice, would have been reasonable in the circumstances.

Further proceedings will be listed, for these purposes, in conjunction with the 'Holiday Pay' claim.

Until all of these proceedings are concluded, no Order confirming the outcome of the matters dealt with will issue.

Finally, it is to be noted that the Commission has made no comment upon the implication this decision may have for Mr Cooke's claims relating to income tax, medicare levy and superannuation. These matters are beyond the jurisdiction of this Commission to deal with, and how they are dealt with will no doubt be dependant in part upon the relevant definitions of the term 'employee' under the relevant legislation.

The present proceedings stand adjourned pending a listing of further proceedings.

Appearances: Mr S.W. Cooke on his own behalf
Mr M. Quackenbush on behalf of the respondent

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

Joanne Cunningham
and

Ronjo Holdings Pty Ltd T/a J.D.'s Coffee Lounge.
No. 999 of 1995.

SENIOR COMMISSIONER G.G. HALLIWELL.

1 July 1996.

Order:

WHEREAS this is a claim of unfair dismissal pursuant to section 29(1)(b)(i) of the Industrial Relations Act, 1979; and

WHEREAS the Applicant was requested by way of letter dated the 22nd day of May 1996 and the 17th day of June 1996 to notify the Commission of the status of the application to which no reply was received;

NOW THEREFORE the Commission pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders;

THAT this application be and is hereby dismissed.

(Sgd.) G.G. HALLIWELL,

[L.S]

Senior Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Jock Gladstone

and

Monadelphous Engineering Associates Pty Ltd.

No. 206 of 1996.

COMMISSIONER C.B. PARKS.

25 June 1996.

Order.

WHEREAS on 19 February 1996 an application alleging unfair dismissal and claiming contractual benefits was filed in the Commission pursuant to s.29 (1) (b) (i) and (ii) of the Industrial Relations Act, 1979; and

WHEREAS a meeting of the parties was held by an officer of the Registry on 17 May 1996 for the purpose of investigating the matter; and

WHEREAS the matter was listed for hearing on 11 June 1996 and that date was vacated by the Commission at the request of the respondent and with the consent of the applicant; and

WHEREAS the matter was relisted for hearing on 25 June 1996 and on that date a facsimile transmission was received from the applicant which—

- (a) advised that the matter had been settled; and
- (b) advised that the applicant did not intend to appear before the Commission that date; and
- (c) requested that the application be discontinued; and
- (d) included a facsimile copy of both a completed Notice of Discontinuance and a Deed of Settlement and Compromise;

AND WHEREAS the respondent, upon enquiry by the Commission, confirmed by telephone that the matter had been settled;

NOW THEREFORE the Commission, being satisfied that there is adequate evidence that the applicant intends this application be discontinued, and that the respondent consents thereto, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders—

- (1) THAT the hearing of 25 June 1996 be vacated; and
- (2) THAT this matter be and is hereby wholly discontinued.

(Sgd.) C.B. PARKS,

[L.S.] Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

H.L. Graf

and

Paul Webb Shearing.

No. 275 of 1996.

COMMISSIONER R.N. GEORGE.

15 May 1996.

Order.

HAVING heard Ms H.L. Graf on her own behalf and there being no appearance on behalf of the Respondent, the Commission pursuant to the provisions of the Industrial Relations Act, 1979 hereby declares and orders that—

1. the Applicant was unfairly dismissed from her employment with the Respondent; and
2. the Respondent pay to the Applicant within seven days of the date of this Order an amount of \$229.20.

(Sgd.) R. N. GEORGE,

[L.S.] Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Raymond Edward Hinchey

and

Japan Drilling Company Ltd.

No. 56 of 1996.

COMMISSIONER R.H. GIFFORD.

28 June 1996.

Reasons for Decision.

THE COMMISSIONER : Raymond Edward Hinchey, by this application, seeks a contractual benefit, pursuant to s.29(1)(b)(ii) of the Industrial Relations Act, 1979, ("the Act") from his present employer, Japan Drilling Company Ltd. The benefit sought relates to 'cost of living' adjustments to his salary which he claims have been denied by the company, contrary to the terms of the contract of employment upon which he is engaged.

Specifically, the 'cost of living' adjustments claimed, are as follows:

- | | |
|--|--|
| • Period of November 1993 to November 1994 | 2.3%
or \$1,300 increase to salary and \$80 increase to superannuation |
| • Period of November 1994 to November 1995 | 4.1%
or \$1,150 increase to salary and \$115 increase to superannuation.
(The Commission questions the accuracy of the \$ calculations). |

The authority for such adjustments are claimed to arise from the operation of clauses 3.8 and 5.2 of the 'Maretech Off-shore Manual—Staff' (Exhibit H4) ("Maretech Manual").

The initial issue in contention between the parties relates to whether the Maretech Manual ever formed or still forms the basis of Mr Hinchey's contract of employment with the company, or whether another Manual known as the 'Offshore Staff Manual' (Exhibit M4) formed or forms such a basis. In the event that the matter is determined in favour of the Maretech Manual, it is then the case of the Commission being required to interpret the meaning to be attributed to the terms of Clauses 3.8 and 5.2 of the Maretech Manual.

It is to be noted that there is a difference in understanding between the parties, as to who is the actual employer of Mr Hinchey, namely whether it is Japan Drilling Company Limited or Japan Drilling Company (Australia) Pty Ltd. Although for the purpose of these proceedings it has been accepted that it is the former company that is the actual employer, it is Mr Hinchey's position that has always understood that it was the latter company. In the end, nothing turns on this question.

The relevant background to the claims, as derived from the evidence led in these proceedings, is as follows.

Mr Hinchey commenced his employment with Japan Drilling Company (Australia) Pty Ltd on 7 July 1993 as a Radio Operator on the company's offshore drilling rig, "Hakuryu 9". He remained in that position for 3 weeks or so. At the initial interview relating to his position, which was actually conducted by the Personnel Officer, of Maretech Ocean Services, it was foreshadowed that he could possibly be better utilised in a composite position of Radio Operator/Medic/Safety Officer on another offshore drilling rig, the "Hakuryu 7", which was operating off the north west shelf. He was at the time offered copies of the relevant job descriptions, one for Radio Operator, the other for Medic/Safety Officer. He was told that in the event of him being appointed to a permanent position relating to these job descriptions, the 'job conditions' prescribed under those job descriptions would apply. He actually signed those job descriptions at that interview, confirming his acceptance (in advance) of the terms and conditions of such job descriptions.

At this stage of the company's recruitment processes, such tasks had been contracted out to Maretech Ocean Services. These tasks were actually carried out by their Personnel

Officer. This arrangement was in place until December 1994, when Japan Drilling Company appointed Mr G. Canobie as Administrative Manager, with responsibilities which included recruitment and the overseeing of employment contracts.

Mr Hinchey was transferred to the position of Radio Operator/Medic/Safety Officer about mid August 1993. He worked two shift cycles and then on 19 November 1993, he was advised verbally that he had been appointed permanently to the position. No documentation was completed at that time.

In fact it was not until 27 June 1994, that Mr Hinchey received such documentation, namely a covering note from the Operations Secretary, of Japan Drilling Company Ltd, Ms A. Baldock, dated 27 June 1994 (Exhibit H2), an 'offer of employment' relating to the permanent position, dated 27 June 1994 from the Operations Manager of Japan Drilling Company Ltd on company letterhead (Exhibit H3), and attached to the offer was the 'Maretech Offshore Manual—Staff' together with an application form and explanatory material relating to the Maretech Australia Pty Ltd Superannuation Plan.

It is Mr Hinchey's evidence that the 'Offshore Staff Manual' (as the letter so refers) which he received was, the 'Maretech Offshore Manual—Staff' (Exhibit H4). On the other hand it is Mr Conobie's evidence, on behalf of the company, that the only Manual which Mr Hinchey could have received was the (Japan Drilling Company) 'Offshore Staff Manual' (Exhibit M4).

Mr Hinchey's acceptance of the offer was confirmed by his signature at the foot of the offer document on 4 July 1994 and the forwarding of the document back to the Operations Manager.

By June 1995, Mr Hinchey had expected that he would be offered a salary increase. That not having occurred, he sought a meeting with the General Manager of the Company, Mr A. Muto. At the meeting he made reference to the 'Maretech Offshore Manual—Staff' and the relevant provisions upon which he requested consideration be given of a salary increase. His request was denied.

On 3 December 1995, Mr Hinchey formalised his claim for a salary increase to Mr Muto, based upon the terms of the 'Maretech Offshore Manual—Staff' (Exhibit H6). Mr Muto responded on 5 December 1995 (Exhibit H7), by denying an increase. His decision however, was based upon a lack of any improvement in Mr Hinchey's performance and capacity to interrelate to workmates since his previous assessment and upon satisfactory comparative salary and benefits being already provided.

No reference was made in the letter to any of the conditions of the 'Maretech Offshore Manual—Staff' or to the other Manual.

Mr Hinchey responded to Mr Muto's letter, but by that stage he had already filed the instant application.

It is necessary, at the outset for the Commission to determine which Manual formed the basis of Mr Hinchey's contract of employment with the company.

Mr Hinchey's evidence in this respect is unequivocal. He says the Manual he received on or about 27 June 1994, was the 'Maretech Offshore Manual—Staff'. The actual Manual was tendered in these proceedings, as Exhibit H4. Under cross-examination, he expressed his certain knowledge that this was the Manual he received. In the case of the other Manual, claimed by the company to be the Manual he received, namely the (Japan Drilling Company) 'Offshore Staff Manual' (Exhibit M4), he maintained that there was no possibility at all of him, at that time, receiving that Manual.

In support of his evidence, Mr Hinchey tendered a Statutory Declaration Sworn by Adrienne Isobel Baldock, dated 18 May 1996 (Exhibit H10). In the Statutory Declaration she declares that she was engaged as an 'Operations Secretary' with Maretech, but was 'seconded to J.D.C. (Australia) to coordinate the crews for Hakuryu 9 and Hakuryu 7' between September 1993 and January 1995.

Further, she declares that she was responsible for having each crew member sign a contract of employment, and in the case of staff employees (of whom Mr Hinchey was one), she issued the 'Maretech Offshore Manual—Staff' and arranged for it to be signed for. It is her clear recollection that Mr Muto had signed and dated that Manual.

Ms Baldock declares that this Manual 'was presented to Mr Raymond Hinchey (Medic/Safety Officer) approximately late June 1994, for his acceptance and signing'.

Against this evidence, and the oral evidence of Mr Hinchey, is the evidence of Mr Conobie, who assumed responsibility for Japan Drilling Company's employment contractual matters in December 1994. It is his understanding that all employees engaged to work on 'Hakuryu 7' were engaged on the basis of the (Japan Drilling Company) 'Offshore Staff Manual' (Exhibit M4) forming part of the contract of employment. He had no direct knowledge as to which Manual Mr Hinchey actually received.

In balancing this evidence, the Commission has no hesitation in preferring that of Mr Hinchey. As indicated, his evidence on this question reflected no equivocation at all and indeed was quite strident. This evidence is completely supported by the evidence of Ms Baldock. Even allowing less weight to be attributed to the form of her evidence, a level of support still remains. Against all this, there is Mr Conobie's understanding, rather than direct knowledge. Whilst it may be that his understanding is well founded, there is simply no sound basis upon which to accord his evidence with equal weight to that of Mr Hinchey, even without the evidence of Ms Baldock.

Accordingly, the Commission finds that the reference in the letter of 27 June 1994 (Exhibit H3), received by Mr Hinchey on or about that date, to 'Offshore Staff Manual' as forming part of the offer to him, constituted reference to the 'Maretech Offshore Manual—Staff' (Exhibit 4).

That having been determined, it is now necessary for the meaning of the relevant provisions of that Manual to be interpreted. These provisions relate to Clause 3.8 and 5.2 of the Manual.

Clause 3 of the Manual deals with 'Conditions of Employment', and commences, at 3.1 with the words:

"3.1 Maretech offer employment subject to the acceptance of the conditions detailed below"

Clause 3.8 is headed "Benefits", and is prescribed as follows:

"3.8 BENEFITS:

Salaried staff personnel will receive all staff benefits and salaries which will fluctuate with cost of living standards and good trade practice.

All remuneration including safety and protective clothing, annual leave, sick pay and compensation will be strictly by company policy. All required Trade Certificates must be presented on request by the employee".

Clause 5 of the Manual deals with 'Remuneration'.

Clause 5.2 states:

"5.2 The amount of remuneration will be determined at the time of hire and regraded from time to time with cost of living standards".

It is Mr Hinchey's position that both provisions enable the interpretation that staff employed by the company are entitled to automatic annual cost of living adjustments to salaries. It is as straight forward as that.

Mr Myburgh, on the other hand, submitted that no contractual benefit existed at all. In the case of Clause 3.8, he stated that the clause is not automatically invoked by the fact that the cost of living has gone up; rather its terms mean that salaries are determined on the basis of negotiation between the parties. Cost of living is simply to be taken as a guide to the extent of salary adjustments.

In the case of Clause 5.2 he stated that its terms mean that the company is able to exercise its discretion, in determining salary increases, and that such discretion is to be based upon consideration of performance and other factors.

In order for the Commission to determine whether a contractual right or benefit exists under the Manual applicable to Mr Hinchey's contract, it is necessary, as stated above, for the Commission to interpret the meaning of the terms of Clause 3.8 and 5.2 in question. In embarking upon such an exercise the Commission is required to apply the authority of the Industrial Appeal Court in Norwest Beef Industries Limited and Derby Meat Processing Co Ltd v. West Australian Branch, Australian Meat Industry Employees Union, Industrial Union of Workers, Perth (64 WAIG 2124).

In that judgement it was stated by Brinsden J. at p 2127 that:

“...The Principles applied in interpreting awards are the same principles as are applied in the Courts of law for the constructions of deeds, instruments and statutes.... Applying those principles the argument goes, the meaning of a provision in an award is to be obtained by considering the terms of the award as a whole. If the terms are clear and unambiguous, it is not permissible to look to extrinsic material to qualify that meaning.”

In that same judgement, at page 2133, Olney J. stated:

“If it be the case that the correct approach to the interpretation of an industrial award is to read the document itself and give to the words used their ordinary common sense English meaning (see Jackson J. in *United Furniture Trades Industrial Union v. Dale Manufacturing Co. Pty Ltd* 30 WAIG 539 at p 540) then the first task in every case will be to determine whether the words used are capable in their ordinary sense of having unambiguous meaning. If that question is answered in the affirmative then the further consideration of the expressed or supposed intention of the award making tribunal does not fall to be considered.”

The fact that the judgement is given in the context of an award rather than an employment contract document, makes it no less relevant to the instant proceedings.

To begin with, does Clause 3.8 provide for automatic annual cost of living adjustments? Certainly, the first paragraph makes express reference to salaries fluctuating with ‘cost of living standards’, and in terms which are mandatory, namely that such fluctuations will occur. The term ‘standards’ suggests reference to an accepted authority, such as the Consumer Price Index. These fluctuations however, are not solely dependant upon cost of living considerations. The other consideration, of ‘good trade practice’, a somewhat curious term, would appear to relate to those employees who are of trade status, such as those listed in Clause 18—Positions, namely, ‘Mechanics’, ‘Electricians’, and ‘Welders’, and the need presumably for the employee to have maintained an adequate standard of performance in the particular trade. In the end, such a consideration is not relevant to these proceedings.

There is clearly no reference in the first paragraph to the timeframe in which the fluctuations should occur. Indeed, there is not even an inference that it should occur on an annual basis.

On the face of it therefore, it appears that, by the first paragraph of Clause 3.8, salaries (and for that matter ‘all staff benefits’) are required to be adjusted (as the term ‘fluctuate’ implies an act of moving up or down) for cost of living movements. An automatic adjustment although not expressly referred to, is nevertheless implied.

The difficulty with this interpretation however, is that it is qualified. The qualification is specified by the second paragraph in the same clause, which so far as is relevant, states that ‘All remuneration,will be strictly by company policy’. How far does this extend however?

For a start, the term remuneration, is used in a curious context in that the clause itself is dealing with ‘benefits’, and these are usually distinguished from salaries. Yet, the examples of factors which fall within the description of ‘all remuneration’, are the types of factors which would ordinarily be described as benefits, rather than remuneration. At the same time, by the ordinary meaning of the term, remuneration would be deemed to include salaries.

What does ‘company policy’ mean? The most logical implication drawn, in the Commission’s view, would be company discretion. That is, the right on the company’s part to decide a particular matter.

The extent of the qualification therefore, in the Commission’s view, is such as to enable the company the discretion, indeed the unconditional discretion, to determine cost of living adjustments. In the end however, such discretion implies that the company is seen to be influenced by these factors, as well as cost of living, although such a proposition would make the existence of the first paragraph irrelevant, and this would appear not to have been intended. It follows that the

automatic adjustment, as claimed by Mr Hinchey, does not in fact arise from the operation of Clause 3.8, in its totality.

Next, does Clause 5.2 provide for the automatic annual cost of living adjustment, as claimed by Mr Hinchey? To begin with, Clause 5 appears to be more specifically related to salary adjustment, being the issue in consideration. It does deal with other issues, such as superannuation, death and disability insurance and private health insurance, but not with benefits in their generality, which appears to be the context of the use of the term in Clause 3.8.

Yet, the term ‘remuneration’, used in Clause 5.2, is used in its more typical sense, namely as a salary payment. It cannot be used in any other sense, as cost of living adjustment to superannuation contributions or private health insurance premiums, for instance, would be impractical, and certainly unintended.

A further distinction in the use of language, when compared with Clause 3.8, relates to the use of the word ‘regraded’. Although it does not have an exactly equivalent meaning to the term ‘fluctuate’, its effect is nevertheless similar, having regard to the context. The act of regrading infers that there are gradings of salaried employees, but there is no indication to that effect in the Manual itself, or from any of the evidence led in these proceedings. The so called regrading is solely to do with the ‘cost of living standards’. Taking such ‘standards’ to be no more than an accepted index of cost of living, namely the Consumer Price Index, as published by the Australian Bureau of Statistics, it is simply not possible to ‘regrade’ these in a regrading sense. The only context in which the term could be used, is simply that conveyed by the word ‘adjust’.

The use of the term ‘from time to time’ can only mean what it says, or can otherwise be described by the term ‘periodically’. It may be taken to mean annually, but equally it may not.

It follows therefore that Clause 5.2, expressed in the mandatory form in which it is, does provide, in the Commission’s view, for a periodic adjustment to staff salaries, in accordance with cost of living movements. In this respect therefore, it appears that Mr Hinchey’s position is largely upheld. The periodic adjustments are not required to be annual, or on the basis of any definite timeframe. Indeed, it is in this respect that employer discretion is able to be exercised. It is they who are required to make the adjustments, and as these adjustments are to be periodic, it must follow that they have the right to determine what length, for adjustment purposes, is appropriate.

Is this the end of the matter though, in light of the terms of Clause 3.8 and the qualification contained in it? Does the qualification extend to Clause 5.2? It is certainly curious, perhaps even inexplicable, that if it was necessary to qualify the operation of the first paragraph of Clause 3.8, it would have been similarly necessary to qualify Clause 5.2. Especially so, when the qualification relates to remuneration and this is the very subject of Clause 5, even though it extends perhaps a little wider than the common usage applied to the term. Notwithstanding this however, the qualification although stated in the context of a clause dealing with ‘Benefits’, is described as relating to ‘all’ remuneration.

The term ‘all’ means what it says. It can be taken as meaning all that which is referred to in the Manual as a whole.

In the Commission’s view, the qualification can be taken as extending to Clause 5.2, notwithstanding that it is not expressly provided for in that Clause. It is therefore an implied term.

In the event that it were not, the parties would be left with a situation of one Clause in the Manual (Clause 5.2) almost directly contradicting another (Clause 3.8), which obviously would not have been intended; especially a clause of such significance.

What appears likely, although the evidence provides no such suggestion, is that when the qualification was included in Clause 3.8, its similar inclusion in Clause 5.2, was overlooked.

In so saying, the Commission is not seeking to remedy a defect, as that is not its role in these proceedings. Rather it is a case of endeavouring to extend to the words used in the Manual a meaning which attributes an ‘effective operation of a contract’.

Such approach is legitimised by the High Court in Hawkins v. Clayton and Others (164 CLR 539), (as relied upon by a Full Bench of this Commission in Coles Myer Ltd trading as Coles Supermarkets v. Sweeting, Ryan and Coppin [73 WAIG 225]), where Deane J. in his judgement, at pages 572-3, stated;

"..... The most that can be said consistently with the need for some degree of flexibility is that, in a case where it is apparent that the parties have not attempted to spell out the full terms of their contract, a court should imply a term by reference to the imputed intention of the parties if, but only if, it can be seen that the implication of the particular term is necessary for the reasonable or effective operation of a contract of that nature in the circumstances of the case. That general statement of principle is subject to the qualification that a term may be implied in a contract by established mercantile usage or professional practice or by a past course of dealing between the parties."

It follows therefore that Clause 5.2, because of the inclusion of the implied term, does not operate in the way Mr Hinchey proposes, namely that it does not provide for automatic cost of living adjustments to salaries.

The Commission readily understands how Mr Hinchey comes to the interpretation he does. The problem for him, is that he had the misfortune to be bound by the terms of a Manual, which embodies terminology, at least in the case of Clauses 3.8 and 5.2, which represent something of a hotchpotch. Why that is so, is not known to the Commission, but the Commission acknowledges that the Manual was in fact drawn up for another company entirely, and although adopted by Japan Drilling Company Limited, may well have been less than suitable to its needs.

A considerable deal was made in these proceedings as to the manner in which salaries of salaried staff in practice, are reviewed. A different staff Manual (Exhibit M4) forms the basis of other salaried staff members contracts of employment. That Manual, at clause 4.2, allows the company the 'absolute discretion' to review, or vary salary and allowances or to alter the method of calculation or payment.

The actual practice within the company, is that following upon any salary adjustment applicable to the workforce who are covered by the Federal Award concerned with the offshore drilling, the management carry out a review of the salaried staff salaries. Any flow-on of such adjustment will not be automatic but will be dependant upon a review of performance on an individual basis, with account taken of cost of living movements. Performance assessments are made according to a standardised assessment process.

It is clear that Mr Hinchey has not received a review of his salary partly because this assessment process has not produced a favourable outcome in the opinion of the company's General Manager. The letter from the General Manager to Mr Hinchey of 5 December 1995 (Exhibit H7) reflects as much.

Mr Hinchey complains that the unfavourable assessment results from a personality difference between he and the Barge Master, on the 'Hakuryu 7', who is a Japanese national. There is no acknowledgment of this being a factor, by the General Manager.

A deal of information was put to the Commission, in support of one position or the other, but the Commission chooses not to comment or decide upon that information, including upon the question of whose position is the more justifiable.

The fact is, that this is not a contractual matter, and nor does it fit within the confines of the issue in contention in these proceedings. It is a related issue.

There is no denying that it is an important issue. It is the case however, that it can only be dealt with by the parties themselves. Certainly the Commission observes that it is an issue that ought to be addressed, in an attempt to resolve the matter, recognising that Mr Hinchey is keen to continue his employment with the company and in the position he presently holds. It may only be that there are misunderstandings between Mr Hinchey and the Barge Master as to the authority that Mr Hinchey should be exercising as Safety Officer. The Commission would encourage a meeting for such purpose to be convened by the General Manager, as soon as possible.

This is as far as the Commission can take the matter.

The interpretation of the Manual has produced a finding by the Commission that Mr Hinchey's belief that the relevant terms of the Maretech Manual enable salaries of salaried staff to be adjusted by cost of living movements automatically, is not open.

It accordingly follows that the Commission is left with no option but to dismiss this application. An order to that effect will issue.

Appearances: Mr R. Hinchey on his own behalf
Mr G. Myburgh (of Counsel) on behalf of the Respondent.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Raymond Edward Hinchey

and

Japan Drilling Company Ltd.

No. 56 of 1996.

COMMISSIONER R.H. GIFFORD.

28 June 1996.

Order:

HAVING heard Mr R. Hinchey on his own behalf and Mr G. Myburgh (of Counsel) on behalf of the Respondent, the Commission pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby Orders—

THAT the application be, and is hereby, dismissed.

(Sgd.) R.H. GIFFORD,

Commissioner.

[L.S.]

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

David Holtom

and

Amtel Ltd t/as Stramit Industries.

No. 939 of 1995.

COMMISSIONER C.B. PARKS.

12 June 1996.

Order:

WHEREAS on 14 August 1995 an application alleging unfair dismissal and outstanding contractual benefits was lodged in the Commission pursuant to the Industrial Relations Act, 1979; and

WHEREAS the matter was investigated by an officer of the Commission at a meeting of the parties held 14 September 1995;

AND WHEREAS the aforementioned officer reported to the Commission on 10 June 1996 that the parties resolved the matter during the investigation and

- (a) that a Notice of Discontinuance was to have been filed by the applicant; and
- (b) that notwithstanding an enquiry from the said officer on 22 January 1996 a Notice of Discontinuance has not been filed;

NOW THEREFORE the Commission, being satisfied that the applicant intends that this matter be discontinued, and pursuant to the power conferred on it under the Industrial Relations Act, 1979 hereby orders—

THAT the this matter be and is hereby wholly discontinued.

(Sgd.) C. B. PARKS,

Commissioner.

[L.S.]

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Mr W. Jose

and

Milne Feeds Pty Ltd.

No. 1329 of 1995.

COMMISSIONER A.R. BEECH.

28 June 1996.

Reasons for Decision.

THE COMMISSIONER: Mr Jose commenced employment with Milne Feeds Pty Ltd on the 5th August 1991. He claims that he was unfairly dismissed on the 11th August 1992. There is a dispute between the parties whether or not a dismissal in fact occurred. These Reasons for Decision deal with preliminary matters heard by the Commission. The argument regarding whether a dismissal in fact occurred has not yet been put. It is sufficient for these Reasons for me merely to find that Mr Jose's contract of employment came to an end on the 11th August 1992.

It is the case that on that day the police attended the respondent's premises and questioned Mr Jose with respect to a burglary which had taken place on the 5th August 1992. Mr Jose was taken away by the police for further questioning. The Commission understands that on or about that time Mr Jose was charged with burglary. He was acquitted of those charges on the 13th January 1995.

His application to this Commission alleging that he has been unfairly dismissed was lodged on the 28th November 1995. The application is therefore more than three years and three months after the ending of Mr Jose's contract of employment and ten months after he was acquitted of the burglary charges.

Milne Feeds argues that the Commission does not have the jurisdiction to deal with the application because a claim of unfair dismissal loses its character as an "industrial matter" by reason of lapse of time. The respondent argues in the alternative that, in any event, the Commission should exercise its discretion to dismiss the application.

Mr Jose however argues that the application is properly before the Commission, that it is an industrial matter and that he should have the opportunity to present his case to the Commission.

It is appropriate to observe that, while the *Industrial Relations Act 1979* provides that a claim for unfair dismissal should be lodged within 28 days of the date of the dismissal (s.29(2)), that provision came into effect on the 1st December 1993 and it does not operate in relation to a claim of unfair dismissal which relates to a dismissal which occurred prior to that date (*Westrail v Trevor Durham* (1994) 74 WAIG 1882). The events upon which Mr Jose relies occurred prior to the 1st December 1993. At the time of those events there was no restriction in the *Industrial Relations Act 1979* upon the time that an employee must bring a claim alleging unfair dismissal. However, for reasons which will become apparent subsequently the amendment to the Act is noteworthy as an indication that the intention of Parliament is that claims alleging unfair dismissal should be lodged promptly.

That intention is entirely consistent with the views expressed in decisions of different members of this Commission in the past. A number of those decisions were referred to by myself in *Culverhouse v John Septimus Roe Anglican Community School* ((1995) 75 WAIG 1960). In that matter Mr Culverhouse complained in October 1994 that he had been unfairly dismissed in November 1992, approximately 23 months earlier. On that occasion the Commission explained:

"As the respondent has pointed out, the passing of some two and a half years means that peoples' memories are not as accurate as they would be if the Commission were to deal with the matter contemporaneously. It is important for the administration of justice and fairness to all concerned to deal with matters on the facts and the ability to decide the facts in disputed matters is lessened with the passage of time for that reason. This comment is applicable to the parties as well as to persons to be called as witnesses. Indeed it is amply illustrated in the

submission that one potential central (from the respondent's view) witness has suffered such unfortunate ill health that his memory may be quite affected."

That statement is relevant to Mr Jose's application. It means that Mr Jose has a difficult burden to discharge. In my view, the facts of this matter do not so much go to jurisdiction as they go to an exercise of discretion. While I concede that there is some authority for the proposition that an industrial matter may lose its character as an industrial matter with the passage of time, I have not been persuaded that this case needs to be decided on that basis.

Overall, a delay of three years and three months since the events of August 1992 until the lodging of the application is likely to cause the Commission to dismiss the matter in the exercise of its discretion unless there are circumstances which would warrant the Commission proceeding with the claim (*Kangatheran v Boans Limited* (1987) 67 WAIG 1112; and see also *Lewicki and Others v HB Brady and Co* (1990) 70 WAIG 4143). But it is necessary for the Commission to consider all of the circumstances. In this case the reason for the delay really is unexplained. While it is true that during that period Mr Jose had been charged with burglary and had that charge dismissed in January 1995, there is no reason why a claim alleging unfair dismissal could not have been lodged in the Commission at any time during that period. If Mr Jose was confused at the time whether he had been dismissed he took appropriate steps to remove the confusion. His submission to the Commission is that he sought advice from both his solicitor and his union both of whom were told the next day "clearly and unequivocally" by Milne Feeds that Mr Jose had been dismissed. This was relayed to Mr Jose and he and his two representatives attended the premises of the employer the day after the alleged dismissal. Mr Jose submits that it was reiterated to him personally that he had been dismissed. Mr Jose had the option then of lodging this claim. Given that Mr Jose had access to legal and industrial advice at that time it is most surprising that an application alleging unfair dismissal was not then lodged. The fact that it was not lodged leads me to the conclusion that the claim that is now before the Commission has been something of an afterthought. It shows a lack of urgency which must count against him. A similar conclusion was reached recently by the Industrial Relations Commission of SA referring to a delay of approximately 11 months between a person seeking advice and lodging his claim (*SA Health Commission v Gibbons* (1995) 61 IR 1 at 7). It is the case, as the SA Commission also observed in that matter, that the issues involved in a claim of unfair dismissal are distinguishable from the issues involved in a criminal charge and it was not necessary for Mr Jose to wait for the outcome of the criminal case in order to lodge his application.

Even if I were to make an allowance for that period of time on the understanding that Mr Jose may have wished to see the outcome of the criminal charge before lodging his application, the fact is that there is a further delay of ten months between that date and the lodging of his unfair dismissal claim. Once again this is not in Mr Jose's favour. Following the acquittal Mr Jose's union was active on his behalf. In June 1995 it wrote to Milne Feeds seeking benefits it believed were denied him at the time of the company's "summary dismissal" of Mr Jose (ex A). The Commission understands that no agreement was reached between the union and the company. However, the involvement of the union on his behalf once again raises in my mind the thought that Mr Jose could have lodged an application alleging unfair dismissal much earlier after the dismissal of the criminal charges. That has not been the case.

In exercising its discretion the Commission should give consideration to the interests of the company as well as Mr Jose. The Commission has held, as referred to above, that the passage of time since the alleged dismissal means that people's memories will not be as accurate and that events will have moved on. In this case, the Commission has been informed that one of the principal witnesses for the company has died. The company feels it will therefore be prejudiced in its ability to put its case to the Commission defending the action which it took. The point to be made is that, if the claim had been brought to the Commission at the time of the alleged dismissal, the respondent would be under no such prejudice. I regard this as an important point in deciding this preliminary matter.

The company was not faced with a claim of unfair dismissal and the potential liability for either re-instatement or compensation which attaches to that claim for three years and three months after the events concerning Mr Jose occurred at the respondent's premises. The company can be expected to have conducted its affairs accordingly. The company alleges that it has restructured its business. To some extent that may be of academic interest. On the 24th May 1996 Mr Jose was sentenced to imprisonment for three years and eight months for possession of heroin and ecstasy with intent to supply. Thus, he is not in a position to pursue a claim of re-instatement because it would be impracticable. It is the case however, that in the event that a dismissal is found to have been unfair, compensation is available to be awarded by the Commission in the event that re-instatement is found to be impracticable. Mr Jose argues that in these circumstances his claim should be allowed to proceed because if he is found to have been unfairly dismissed the Commission is still able to award him a remedy notwithstanding his current unfortunate position. Whilst that may be true as a matter of construction of the legislation, in the view that I have reached the delay between the date of dismissal and the date that this matter is before the Commission and the circumstances set out in these Reasons means that it is no longer in the public interest for the application to proceed.

There is much force in the many earlier decisions of this Commission which require a claim of unfair dismissal to be lodged promptly. That has clearly not happened in this case. The current standard for judging what is prompt is 28 days from the date of the alleged dismissal. By that standard alone Mr Jose's delay would be fatal. There are no reasons before the Commission to excuse that delay. In corresponding claims before the Industrial Relations Court of Australia the time limit for lodging claims is 14 days: *Industrial Relations Act, 1988* s170EA(3). Even if I gave consideration to the kind of factors relied upon by that court to extend the time limit there are no extenuating circumstances in Mr Jose's case which would allow a decision in Mr Jose's favour (see for example *Richtstiger v Century Geophysical Corporation*, Industrial Relations Court of Australia, 26 April 1996, Marshall J, as yet unreported). In those circumstances it seems to me entirely appropriate that the Commission exercise its discretion pursuant to s.27(1)(a) and dismiss the matter on the basis that further proceedings are not desirable in the public interest.

Order accordingly.

Appearances: Mr H. Sklarz (of counsel) on behalf of the applicant.

Mr A.D. Lucev (of counsel) on behalf of the respondent.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Mr W. Jose

and

Milne Feeds Pty Ltd.

No. 1329 of 1995.

COMMISSIONER A.R. BEECH.

28 June 1996.

Order:

HAVING heard Mr H. Sklarz (of counsel) on behalf of the Applicant and Mr A.D. Lucev (of counsel) on behalf of the Respondent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the application be dismissed.

[L.S.]

(Sgd.) A. R. BEECH,
Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Phillip James Knight

and

J & G Carpentry (George Belczowski).

No. 1064 of 1995.

SENIOR COMMISSIONER G.G. HALLIWELL.

14 June 1996.

Order:

WHEREAS an application was lodged in the Commission on 15 September 1995;

AND WHEREAS the parties were able to negotiate a mutually acceptable settlement, in full and final settlement of the Applicant's claims against the Respondent;

AND WHEREAS the Applicant has advised the Commission in writing that he wishes to discontinue the Application;

NOW THEREFORE, the undersigned, pursuant to the powers conferred on me under the Industrial Relations Act, 1979, hereby orders:

THAT the Application be and is hereby discontinued.

(Sgd.) G. G. HALLIWELL,

[L.S]

Senior Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Charlotte-Ann Nicholls

and

Calkey Holdings trading as Ship Hotel.

No. 973 of 1995.

COMMISSIONER P. E. SCOTT.

26 June 1996.

Order:

WHEREAS this is a claim of unfair dismissal and contractual benefits pursuant to section 29(1)(b) of the Industrial Relations Act, 1979; and

WHEREAS the parties requested the listing of a conference be adjourned on the basis that negotiations were being undertaken; and

WHEREAS the Commission wrote to the applicant requesting advice as to the status of the negotiations on the 4th day of December 1995 and the 7th day of February 1996, to which no reply has been received; and

WHEREAS the Commission wrote to the applicant on the 5th day of June 1996, indicating that it intended to issue an Order formally dismissing the matter if no advice was received by Friday the 21st day of June 1996; and

WHEREAS no reply has been received;

NOW THEREFORE the Commission pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders—

THAT this application be, and is dismissed for want of prosecution.

(Sgd.) P. E. SCOTT,

[L.S]

Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Mr G.W. Nugent
and

Main Roads Department.

No. 529 of 1996.

SENIOR COMMISSIONER G.G. HALLIWELL.

1 July 1996.

Order.

WHEREAS this is a claim of unfair dismissal and denied contractual benefits pursuant to section 29(1)(b)(i) and of the Industrial Relations Act, 1979; and

WHEREAS the Applicant was requested by way of letter dated the 27th day of May 1996 and the 17th June 1996 to notify the Commission of the status of the application to which no reply was received;

NOW THEREFORE the Commission pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders;

THAT this application be and is hereby dismissed.

(Sgd.) G. G. HALLIWELL,

[L.S]

Senior Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Mr J. Sim

and

Proline Computers Systems.

No. 558 of 1996.

SENIOR COMMISSIONER G. G. HALLIWELL.

17 June 1996.

Order.

WHEREAS an application was lodged in the Commission on 4 April 1996;

AND WHEREAS a conference was held on 22 May 1996;

AND WHEREAS the parties were able to negotiate a mutually acceptable settlement, in full and final settlement of the Applicant's claims against the Respondent;

NOW THEREFORE, the undersigned, pursuant to the powers conferred on me under the Industrial Relations Act, 1979, hereby orders:

THAT the Application be and is hereby discontinued.

(Sgd.) G. G. HALLIWELL,

[L.S]

Senior Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Neil Pedrick

and

Maza Pty Ltd t/as Maza Building Service.

No. 278 of 1996.

COMMISSIONER C.B. PARKS.

13 June 1996.

Order.

WHEREAS on 6 March 1996 an application claiming alleged outstanding contractual benefits was lodged in the Commission pursuant to the Industrial Relations Act, 1979 (the Act); and

WHEREAS a conference was held on pursuant to s.32 of the Act on 9 May 1996 for the purpose of conciliation and thereat the parties were unable to resolve their dispute; and

WHEREAS the matter was subsequently listed for hearing on 10 June 1996; and

WHEREAS the applicant notified the Commission by telephone that he wished to discontinue the matter; and

WHEREAS the applicant confirmed his request in writing by letter dated 6 June 1996, and therein stated that made his application to discontinue was conditional upon the respondent not pursuing the counter claims made against the applicant; and

WHEREAS by facsimile dated 10 June 1996 the respondent agreed not to pursue the counter claims made against the applicant;

AND WHEREAS the Commission being satisfied that leave to discontinue this matter should be granted, orally granted such leave and vacated the hearing date 10 June 1996 on that date;

NOW THEREFORE the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders—

THAT this matter be and is hereby wholly discontinued.

(Sgd.) C. B. PARKS,

[L.S]

Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Michael Stanley

and

Follow Me Australia Pty Ltd t/as Follow Me Menswear.

No. 519 of 1996.

COMMISSIONER C.B. PARKS.

27 June 1996.

Order.

WHEREAS on 29 March 1996 an application alleging unfair dismissal was filed in the Commission pursuant to s29(1)(b)(i) of the Industrial Relations Act, 1979 (the Act); and

WHEREAS on 12 June 1996 a conciliation conference pursuant to s.32 of the Act was held and a settlement proposal remained to be subsequently considered by the applicant;

AND WHEREAS on 25 June 1996 the Commission received a facsimile letter from the agent for the applicant which advises that the matter has been resolved and requests that the matter be discontinued;

NOW THEREFORE the Commission, being satisfied that there is adequate evidence that the applicant intends this application be discontinued, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders—

THAT this matter be and is hereby wholly discontinued.

(Sgd.) C.B. PARKS,

[L.S]

Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Christine Watson

and

Calkey Holdings trading as Ship Hotel.

No. 972 of 1995.

COMMISSIONER P E SCOTT.

26 June 1996.

Order.

WHEREAS this is a claim of unfair dismissal and contractual benefits pursuant to section 29(1)(b) of the Industrial Relations Act, 1979; and

WHEREAS the parties requested the listing of a conference be adjourned on the basis that negotiation was being undertaken; and

WHEREAS the Commission received correspondence dated 10 June 1996 advising that the issues had been resolved;

NOW THEREFORE the Commission pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders—

THAT this application be, and is discontinued.

(Sgd.) P.E. SCOTT,

[L.S.]

Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Ian Wilson

and

Perth Commercial College.

No. 1207 of 1995.

SENIOR COMMISSIONER G.G. HALLIWELL.

13 June 1996.

Order.

WHEREAS an application was lodged in the Commission on 31 October 1995;

AND WHEREAS the parties were able to negotiate a mutually acceptable settlement, in full and final settlement of the Applicant's claims against the Respondent;

AND WHEREAS the Applicant has advised the Commission in writing that he wishes to discontinue the Application;

NOW THEREFORE, the undersigned, pursuant to the powers conferred on me under the Industrial Relations Act, 1979, hereby orders:

THAT the Application be and is hereby discontinued.

(Sgd.) G.G. HALLIWELL,

[L.S.]

Senior Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Lee Kieth Woolhouse

and

Normark Business Supplies.

No. 586 of 1996.

COMMISSIONER C.B. PARKS.

13 June 1996.

Order.

WHEREAS an application alleging unfair dismissal was filed on 29 May 1995 pursuant to the Industrial Relations Act, 1979; and

WHEREAS a meeting of the parties was to be held by an officer of the Registry on 4 July 1995 for the purpose of investigating the matter and was cancelled at the request of the applicant; and

WHEREAS a report from the Registry officer, accompanied by a handwritten facsimile transmission from the agent for the applicant requesting the application be discontinued, dated 23 January 1996, was received by the Commission on 1 March 1996; and

WHEREAS on 23 January 1996 and 17 April 1996 the agent for the applicant was requested to lodge the original notice, or a formal notice, in the Commission and none has been so lodged;

AND WHEREAS the applicant has failed to respond to correspondence from the Commission forwarded to him on 17 April 1996;

NOW THEREFORE the Commission, being satisfied there is adequate indication on behalf of the applicant that he intends that this application be discontinued, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders—

THAT this matter be and is hereby wholly discontinued.

(Sgd.) C.B. PARKS,

[L.S.]

Commissioner.

CONFERENCES— Matters arising out of—

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, Western Australian Branch

and

T. McAlister Pty Ltd T/a West Alloy.

No. C26 of 1996.

SENIOR COMMISSIONER G.G. HALLIWELL.

19 June 1996.

Order.

WHEREAS pursuant to Section 44 of the Act, an industrial dispute was referred to the Commission; and

WHEREAS on the 13th February 1996 and 18th June 1996, conferences were held by the Commission pursuant to Section 44 of the Act; and

WHEREAS the parties accepted a recommendation of the Commission as to the payment of attendance allowance in the redundancy payments to employees of the respondent; and

WHEREAS having heard Mr J. Fiala on behalf of the applicant and Mr S. Foy and Mr M. Posner on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the attendance allowance shall not be included in the payment of Annual Leave or Long Service Leave, but shall be included in the redundancy payment to the employees of the Respondent.

[L.S.] (Sgd.) G.G. HALLIWELL,
Senior Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Australian Municipal, Administrative, Clerical and Services
Union of Employees, WA Clerical and Administrative
Branch

and

Support, Information, Education, Referral Association Inc.
No. C158 of 1996.

COMMISSIONER P E SCOTT.

10 June 1996.

Recommendation.

WHEREAS the applicant sought an urgent conference for the purpose of conciliation in respect of a series of incidents involving the staff and management of the respondent; and

WHEREAS conferences were convened on 5 and 7 June 1996;

NOW THEREFORE the Commission, pursuant to the power conferred on it under Section 44 of the Industrial Relations Act 1979, hereby recommends;

1. An independent investigation of the incident of 22 May 1996, involving the Respondent's Director, Ms Lyall, and Mr Horvach and others, of allegations by the Director in that regard, and of the questions of the Director making allegedly unsubstantiated allegations in the past, be undertaken as a matter of urgency.
2. The parties are to confer with a view to reaching agreement as to the choice of the independent investigator, bearing in mind issues of availability and appropriateness of such person.
3. Ms Prince is to draft terms of reference for the investigation, to be provided to the Union by the close of business on Wednesday 12 June 1996, so as to allow input by the employees concerned.
4. Any dispute as to the terms of reference, choice of investigator or as to the Board's dealing with the report and recommendations of the investigator is to be referred to the Commission for resolution.

[L.S.] (Sgd.) P. E. SCOTT,
Commissioner.

**CONFERENCES—
Matters referred—**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union of Workers—Western Australian
Branch

and

E.G. Green & Sons Pty Ltd.

No. CR183 of 1996.

SENIOR COMMISSIONER G.G. HALLIWELL.

3 July 1996.

Reasons for Decision.

SENIOR COMMISSIONER: The matter referred for hearing and determination pursuant to section 44(12)(a) of the Act is as follows—

Schedule.

1. The Union claims that Mr B. Bartsh was unfairly dismissed by the Respondent and seek his reinstatement.
2. The Respondent oppose the claim.

Mr W. Bartsh's services were terminated on Friday 21st June 1996 and this event led to a stoppage of work by Metal Trades employee's who formed a picket line at the meat works. Employee's members of the AMIEU would not cross the picket line and thus production was halted at the meat works. A conference was held by the Commission and a recommendation that arbitration in respect of the alleged unfair termination would take place, immediately following a removal of the picket line and resumption of work, was ultimately accepted by the parties.

There were five issues alleged against Mr Bartsh which in the respondent's view led to a proper conclusion that he was an unsatisfactory employee and that the termination was therefore fair and reasonable. Those issues were—

1. Assault of fellow employee.
2. Entry on to the slaughterfloor while incorrectly attired in accordance with Department of Primary Industry required standard for an export abattoir.
3. Disrupting a safety meeting of employees and leaving work without notification or permission.
4. Pulling a trestle from beneath a large steel plate which was an unsafe act and endangered himself and also an unsatisfactory work practice.
5. Work performance as a tradesperson was substandard.

Item 5 above was not relied upon as no warnings had been given to Mr Bartsh about this issue. In respect of item's 1 to 4 (above) whilst there is some conflict in the evidence given there is no doubt at all that all of these allegations has been proved. Indeed in respect of items 1 and 3 (above) Mr Bartsh admits that they took place, but described in evidence what he considered were mitigating circumstances.

I doubt whether the engineering department employees understand the operation of the disciplinary system of counselling and warnings. Such a system of counselling and warnings which lead to dismissal must be placed into written form and given to each employee personally. Secondly an employee, before a decision to terminate his/her services is made, must be given a full opportunity to present his/her version of all matters alleged against him/her. The decision to terminate Mr Bartsh had been arrived at by management before Mr Bartsh was called in to a meeting with a union representative and told of the decision reached. He was then asked if he had anything to say on the matter. Ordinarily this course of action would render the termination unfair and result in reinstatement of the employee. However in this case Mr Bartsh during examination in chief stated quite clearly that in respect of items 1 and 3 above he fully expected to be dismissed by the respondent and when final warnings were substituted

he was relieved. Thus, Mr Bartsh was well aware that a further offence could result in the termination of his employment.

In respect of item 4 (above) it has been clearly shown from the evidence that safety in the engineering department at the works has been treated in an "overrelaxed" manner in the past. In the past three (3) months however there has been a concerted effort by the respondent to improve safety standards and performance generally. Indeed it was a safety training meeting called by the respondent for engineering employee's that Mr Bartsh disrupted. Further Mr Bartsh is an experienced tradesperson and was aware that (item 4 above) pulling out one trestle in the manner he did from beneath a large heavy steel plate could have severely injured himself and was a completely unsatisfactory work practice.

There was a strong inference by the applicant that Mr Bartsh was "singled out" for employer attention because he was the shop steward for the Metal Workers Union. Firstly, on the evidence, that inference has not been demonstrated as correct at all. Secondly E.G. Green's have a long history of operation with a unionised workforce, the union being the AMIEU. Some seven (7) delegates and a shed delegate represent the production workforce and no suggestion was made that those workforce representatives have been "singled out" by the respondent over the years because of their Union activities.

In the final analysis the Commission must decide whether in all the circumstances Mr W. Bartsh was unfairly terminated and/or not given a fair go in relation to his termination. The total evidentiary picture simply does not demonstrate, notwithstanding Mr Ferguson's excellent presentation, that an order requiring reinstatement is warranted in this case. Mr Bartsh was not unfairly dismissed and the application is therefore refused.

Appearances: Mr J. Ferguson appeared on behalf of the Applicant. Mr M. Darcy appeared on behalf of the Respondent.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union of Workers—Western Australian
Branch

and

E.G. Green & Sons Pty Ltd.

No. CR183 of 1996.

SENIOR COMMISSIONER G.G. HALLIWELL.

3 July 1996.

Order.

HAVING heard Mr J. Ferguson on behalf of the Applicant and Mr M. Darcy on behalf of the Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders—

THAT the matter be and is hereby dismissed.

(Sgd.) G. G. HALLIWELL,

[L.S.]

Senior Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

BHP Iron Ore Pty Ltd—

Applicant

and

Communications, Electrical, Electronic, Energy,
Information, Postal, Plumbing and Allied Workers Union of
Australia, Engineering and Electrical Division, WA
Branch—

First Respondent

The Automotive, Food, Metals, Engineering,
Printing and Kindred Industries Union of Workers Western
Australian Branch—

Second Respondent.

No. CR 100 of 1995.

COMMISSIONER A.R. BEECH.

24 June 1996.

Further Reasons for Decision.

THE COMMISSIONER: In the Reasons for Decision in this matter which issued on the 12th January 1996 the Commission required the parties to give effect to their own agreement by:

- (1) Concluding an agreement between BHP Iron Ore Pty Ltd (BHP) and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch (the AFMEPKIU) regarding the content of the modules and the hours involved to attain level 8. The Commission required them to identify the work with particularity.
- (2) Requiring that agreement to be discussed with the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch (the CEPU) in an endeavour to reach an agreement with it.

An agreement between BHP and the AFMEPKIU was reached and forwarded to the Commission on the 9th February 1996 (exhibit 9). The Commission then re-convened these proceedings in Port Hedland on the 7th and 8th March 1996. In the event, the parties used that time to continue their own negotiations in an endeavour to reach agreement. The Commission was informed that a proposal was being explored between the parties and accordingly the proceedings were further adjourned.

On the 22nd April 1996 the Commission was informed that the parties had been unable to reach an agreement. BHP requested the Commission to issue an order as sought. The Commission re-convened the proceedings in Perth on the 17th and 18th June 1996. Although the parties used the first day to again endeavour to reach an agreement, their efforts were unsuccessful. The Commission then gave a further opportunity to the parties to place submissions before it in relation to the form of an order to issue in this matter.

While it is a matter of some regret that the steps taken by the parties following the earlier Reasons for Decision were not successful in permitting them to reach an agreement it is appropriate that I place on the record the appreciation of the Commission for the time and effort put into the discussions in an endeavour to find an agreement. The Commission understands that considerable and genuine effort was made to explore all alternatives by all parties. I note particularly the commitment of Mr McCulloch and Mr J. Harrison in this regard. It is the case, however, that agreement on this occasion has not been possible and the parties have reached a deadlock. However it is also apparent that the process which the Commission imposed on the parties in its earlier Reasons for Decision has been to the benefit of all parties concerned. The work which has been put into their discussions has allowed them to more fully understand the problems and the issues that are involved in this application. While an agreement did not result, the better understanding that each party has of the others' positions will be to the benefit of them overall and of benefit to the company and its operations. It remains to consider whether an order should issue and, if so, in what form.

I am firmly of the opinion that an order should issue in these proceedings. The parties are deadlocked and are unable to agree on the manner in which the EBA is to be implemented in relation to training mechanical tradespeople in modules which is part of the qualification for a restricted electrical licence. In my opinion an order is the only means by which this deadlock will now be broken.

This is a matter which has been before the Commission since at least October 1994. The current application came before it in July 1995. BHP is concerned that it is expected to implement, and wishes to implement, its agreement with the AFMEPKIU. The AFMEPKIU similarly requires its implementation. The CEPU is similarly keen to be seen to honour its obligations under the EBA. The principal difference between the parties goes to the manner in which the training is to be introduced and the requirement to train mechanical tradespersons. I bear in mind the comment by Mr McCulloch that this is the first occasion that the Commission is being asked to issue an order which requires training to be given by an electrical tradesperson to another person. The training normally given by an electrical tradesperson is given voluntarily and as a result of agreement being reached.

On the material before me the order to issue should allow the training to occur which may lead to the holding of a restricted electrical licence. My conclusion is based upon the agreement of the parties in their EBA. In that regard Mr McCulloch read into the transcript a resolution from a section of the CEPU's membership at BHP Nelson Point stating that although the CEPU has given qualified agreement to REL's they do not regard REL's as appropriate or safe. They do not accept responsibility for "damage, injury or death" resulting from their involvement. I note the concerns but also note that the existence of the EBA, and the evidence that REL's are "the law of the land", is the answer to the objections in principle to REL's held by the CEPU. In my view any other valid objection to training mechanical tradespersons can only arise from the obligations imposed upon a licenced electrician by the requirements of the *Electricity Act, 1945*, of the *Electricity (Licensing) Regulations, 1991* and by the Electrical Licensing Board. A provision recognising that is included in BHP's draft order and that is most important. Additionally I note that all three parties have indicated that safety will be a paramount consideration.

As to the manner that any order to issue will be implemented I have been reassured by the submissions of BHP that the introduction and trial of the training will be consistent with the recommendation of Gregor C and consistent with the understanding BHP has now gained of the detail of the issues involved in the light of the parties' further discussions. BHP is aware of the sensitivity of the issue. It intends to introduce the training in a "sensitive, rational and practical manner" which will not be designed to provoke industrial conflict. The company envisages that, at the conclusion of the trial after twelve months, it may return to the Commission to examine the effect of the trial and to see what further changes may need to be made. In the light of those submissions by BHP I consider that an order should issue as requested. The concept of a trial period with its restriction on numbers and work locations is consistent with the EBA. I accept that the training programme will not function appropriately in the absence of an order which enables the training to occur in accordance with that programme. For those reasons it is appropriate that an order issue which directs that the training occur. It is, as Mr Borlase described, an enabling order. I have confidence that the detail of the programme will be able to be discussed and managed properly between the parties.

The Minutes of a Proposed Order now issue.

Appearances: Mr M. Borlase and with him Mr A. Carey on behalf of BHP Iron Ore Pty Ltd.

Mr J. Mossenton on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch

Mr G. McCulloch on behalf of Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Communications, Electrical, Electronic, Energy,
Information, Postal, Plumbing and Allied Workers Union of
Australia, Engineering and Electrical Division, WA Branch
and Others

and

Clough WA—A Division of Clough Engineering Ltd.

No. CR 157 of 1996.

CHIEF COMMISSIONER W.S. COLEMAN.

14 June 1996.

Reasons for Decision.

CHIEF COMMISSIONER: The matter to be determined is referred from conference proceedings arising from a dispute at the Co-Generation Power Station Project at Kwinana. That project commenced in August 1995 and is due for completion in August 1996. It is located within the precincts of BP, but in a separate area which is fenced off from the refinery. The power station will generate electricity for distribution to the grid and to BP. It will also distribute steam on to the refinery. The station will operate gas on steam turbines and will cost approximately \$150 million. It will be the first privately owned power generation station supplying the metropolitan area.

Terms and conditions of employment during construction are regulated by two industrial agreements (No. AG 86 of 1996 registered on 29 April 1996 and No. AG 311 of 1995 registered on 20 December 1995).

In the first instance the matter to be decided in these proceedings arises from the referral that—

"The Unions claim that information provided to them on which the Co-Generation Power Station Agreements were negotiated did not properly represent the nature of the project and/or there has been a fundamental change in the complexity of the project during construction to warrant reconsideration of the terms that apply."

The employer, Clough WA—A Division of Clough Engineering Ltd, rejects the claim and submits that all the information relevant to negotiating the agreements was given to the Unions, that the project is a "normal construction job" and that nothing has happened subsequent to the negotiations to alter the status of the project.

Although construction commenced in August, the parties commenced negotiations on site agreements on 31 October 1995. They commenced with a briefing given by the Project Engineer. He spoke to a document distributed to the Union representatives—"Kwinana Cogeneration Project—Project Details" (see: Exhibit 1). A series of meetings took place through November 1995 and agreement was reached towards the end of December 1995. The Unions and the Company were each represented by officers with considerable experience in the construction industry.

In summary, the arguments presented by the Unions in favour of an affirmative answer to the claim as formulated in the reference quoted above are—

- at no time in the briefing given by the Company to facilitate negotiations on the site agreements were they advised that 11KV power, gas and chemicals would be "live" on the project before completion;
- if this information had been forthcoming, their position with respect to the terms and conditions being negotiated would have changed;
- the fact that the 11KV power, gas and chemicals came on to the project necessitated different safety procedures, work practices (involving disabilities to be endured) and induction requirements so as to fundamentally alter the complexity of the project to render it outside "normal construction projects";
- where another project ("East Spar") has been negotiated with this Company, information that it would become "live" during construction was given to the Unions. This aspect of construction was taken into account in the negotiations;

- another project within the precincts of BP Refinery became “live” after the commencement of construction and this was recognised by way of a special payment;
- a comprehensive set of “lockout and tagout” procedures was not forthcoming from the Company until 6 June 1996—a considerable time after the plant became “live”;
- when negotiations were undertaken, it was on the assumption of manning levels and workforce numbers would peak early in 1996. The circumstances have now changed to the extent that there is a significantly larger number of construction work on site. This occurs while the plant is live and exacerbates problems to the extent that they are not usually confronted on “normal construction projects”.

Evidence was presented from the Union officials who attended the briefing on the Co-Generation Power Station Project and who subsequently negotiated the site agreements. They recalled the extent of information provided to them, the issues canvassed in negotiations and their appreciation of what could and should be expected with respect to power, gas and chemicals on a “normal construction site”. They had not received information on the “lockout and tagout procedures” during negotiations and said that there was no information that indicated that 11KV, that gas and that chemicals would be on site before completion. Particular attention was paid to safety issues arising from the introduction of power on to the site.

For the employer the position is that—

- the information provided by the Company in briefing before site agreements commenced was accurate and open;
- the information to which the Project Manager spoke correctly identified the nature of the project. It was made clear that the project was to be completed on a “tight time frame”;

Further, that it therefore included—

- installation and precommissioning of gas and steam turbines, utility plant and equipment and waste heat recovery boilers;
- main specialist items of plant would come on to site as complete packages and would require careful installation and testing by skilled tradespersons;
- the last six months of the tight schedule would be largely dictated by equipment deliveries;
- “preconditioning and commissioning works will need to be staged and will require permanent utilities such as gas/water and power several months before practical completion date” (see: Exhibit 1);
- the supporting documentation made it clear that construction work would continue while precommissioning proceeded (refer to Exhibit 1, Appendix 5 (page 2));
- the fact that there was a “no further claims” commitment put a heavy burden on the Unions to establish details about the project; this was done;
- the Co-Generation Power Station Project comes within the scope of what should be regarded as a “normal construction project”. Nothing has happened to change this. The fact that a 132KV Electrical Substation was included in the project does not alter this when the plant is activated in accordance with the precommissioning programme;

Similarly, the identification of sodium hydrochloride and phosphate feed systems, acid storage and caustic soda tanks and other substations and transformers within the project do not make it unusual or “abnormal” as far as construction is concerned;

All of this information, it is submitted, was identified in the documentation available to the Unions.

Through evidence presented, the Company sought to show that—

- precommissioning and commissioning is a feature of construction projects. Lockout and tagout procedures accompany the introduction of “live” facets of the operation in those functions.

Other power generating plants (in the north west) carry 11KV cables. The incidence of this level of power on a project is not unusual or unique. The expert witness on the electrical aspect of construction projects could not comment on peak workforce numbers at particular times in the construction of the Burrup Project. However, he confirmed safety requirements with respect to identification and mechanical covers on high voltage cables before energising;

- information that was provided to the Union representatives during the briefing and negotiation and that the areas pursued by them gave an appreciation of the project;
- by reference to Exhibit A, that the project was progressing on schedule and that the circumstances under which construction was being completed had not changed to make the project different from that which had been explained to the Unions in October 1995 and which was the basis upon which the Agreements had been negotiated.

The information provided and the issues pursued in the October 1995 briefing session is critical to the determination of this issue. This is recognised by both parties in these proceedings.

I am satisfied that, on the evidence presented, sufficient information was forthcoming for a proper assessment of the nature of the project to be made. That information, which is set out in Exhibit 1 and which was gone through ‘page by page’ at the briefing by the Project Manager, in my view discloses the nature of the project. The areas pursued in discussion covered the duration of the project (and the fact that the schedule was tight was highlighted), manpower needs and, importantly, safety issues. The fact that the operator’s presence on site well before completion alerted the Unions to the operational needs of the project, including the requirements for precommissioning and commissioning. The fact that specific reference to a power supply of 11KV and the presence of gas and chemicals was not made does not, in my view, alter the conclusion that was reached at the time that the project came within the scope of a “standard project”, albeit that it was to be constructed within a tight time frame and in close proximity to the refinery. The requirements to install equipment and to undertake precommissioning and commissioning during construction were identified in October 1995. The fact that the plant becomes “live” for the purpose of these functions does not alter the character of the project. The documentation, which when taken as a whole, includes information on the layout of the site, together with the operational requirements, amounts to sufficient information for the character of the project to have been identified.

Circumstances have not significantly changed in that the project has been rendered different from that which was originally identified in the documentation presented in October 1995 and discussed at that time.

The occurrence of an energised power supply from 28 April and the advent of gas within the very near future are consistent with the nature of a project of this type and the requirements identified within the time frame of construction.

While a comprehensive set of lockout and tagout procedures were not available until 6 June 1996, the electrical component of those procedures was made available late in February and the requirements for gas are available before that power supply is activated.

However, there is, as the Unions have identified, some concerns about safety—particularly as it relates to the identification of high voltage cables and requirements for mechanical covers. These should be addressed within the mechanism established by the parties. They do not, however, go to the identification of the character of the project at the time of the briefing, nor subsequent to that for the purpose of a change in the character of the project.

In summary, I cannot, on what has been argued before me, answer the question referred in the affirmative. This in no way impinges on the capacity or integrity of any of the parties associated with this matter. The Unions have pursued this matter before me with propriety, as has the employer.

Appearances: Mr J. Ferguson and Mr L. Laughlan appeared on behalf of the Unions

Mr T. Dobson appeared on behalf of the Respondent

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

State School Teachers Union of WA (Inc.)

and

Hon Minister for Education.

No. CR 185 of 1995.

COMMISSIONER A.R. BEECH.

5 June 1996.

Reasons for Decision.

THE COMMISSIONER: In this matter the union claims that the forced transfer of Mr Steve Parkhouse from the Broome Senior High School at the end of 1994 was unfair. Mr Parkhouse is a science teacher who has been employed by the Education Department since February 1979. In January 1990 he commenced at Broome SHS.

A forced transfer can occur where a permanent teacher must transfer from a school which is overstaffed. The decision is made by the Principal who determines staffing requirements in accordance with the Principal's understanding of student needs. There is a policy observed in relation to forced transfers (exhibit 3). The Commission heard evidence from the Manager, Secondary Staffing Branch of the Education Department, who applied the Department's policies regarding the transfer of teachers, one of which is the forced transfer policy. Her evidence is that a forced transfer might be due to a decrease in student enrolment at a school, a change in the subject choice of students at a school or the Education Department curriculum policy. Her evidence is that the transfer of Mr Parkhouse arose because in 1994 there were four teachers in the Science Department at the Broome Senior High School. The school indicated that in 1995 it required three science teachers: one to teach biology, one to teach physics and chemistry and a third to teach computing and science. It was determined that Mr Parkhouse did not have qualifications or experience in physics, chemistry or computing and, as the school was overstaffed in the biological science area, there was a need to transfer Mr Parkhouse. The further evidence before the Commission is that such forced transfers are not unusual and that in 1994 for 1995 there were 77 forced transfers of secondary staff with a corresponding figure of 96 forced transfers in 1995 for 1996.

The evidence of the Principal, Mr Dorn, supported and expanded upon the above summary. His evidence highlighted the growth in the school and its corresponding reclassification from a District High School to a High School and to a Senior High School in 1994. Student numbers increased and the curriculum and staffing profile of the school evolved. There was an expansion of subject choices with the growth of TEE subjects alongside CSE subjects to cater for students who were tertiary bound and students who aimed for a high school graduation. The evidence is that the major growth areas were business education, computing, mathematics and science. Each year student choices and school development planning required the curriculum and staffing configuration or profile to change. In 1992 the school planned for a link between science and computing.

The evidence also before the Commission is that a number of people had made comments to Mr Parkhouse to the effect that it would be in his interest to gain additional qualifications in computing and in chemistry or physics. This is sound advice.

However the evidence does establish that Mr Parkhouse was not informed that, unless he gained additional qualifications, he would be forced transferred from Broome. Mr Dorn conceded, in response to a question from the union, that the discussion he had with Mr Parkhouse in term three of 1993 left open whether Mr Parkhouse would have a position at Broome in 1995. I find on the evidence that, in 1993, it was not definite that Mr Parkhouse would be force transferred from Broome if he did not gain qualifications in computing or physics and chemistry.

Mr Parkhouse applied to commence long service leave in 1994 and it was subsequently agreed that he would be absent on leave for the whole of 1994. He enrolled externally in chemistry and computing introduction courses in that year. However, the uncontroverted evidence is that Mr Parkhouse became quite ill in 1994. A medical report from the Broome Health Service gives the time span for his medical problems from December 1992 until February 1995. Mr Parkhouse maintains that, for this reason, he was unable to complete these introductory courses. That evidence is not disputed and is supported by the evidence of Mr Brennan.

Mr Brennan was a teacher at Broome who left in June 1994. He was friendly with Mr Parkhouse and visited him during 1994. In Mr Brennan's words "the poor bugger was crook", and I accept that Mr Parkhouse's illness had a dramatic affect on his ability to cope.

In September 1994 Mr Parkhouse was informed by the Principal, Mr Dorn, that Mr Parkhouse was unable to fit the staffing configuration for Broome and the school was requesting the Central Office to supply a teacher who could teach science and computing to meet the needs of the students. Early in November 1994 Mr Parkhouse was informed by the Secondary Personnel Branch that he would be force transferred from Broome.

Up to this point, the Commission finds that the evidence reveals that the forced transfer of Mr Parkhouse is not inconsistent with the pattern of forced transfers as demonstrated by the evidence of the Manager, Secondary Staffing Branch. However, the issue before the Commission is whether that forced transfer is fair. The task before the Commission is not the legal right of the Education Department to force transfer Mr Parkhouse but rather whether that right has been exercised harshly and unfairly towards him so as to amount to an abuse of that right: *SSTU v. Minister for Education (re Antoniak)* (1994) 74 WAIG 2027; and *(re Jenkins)* (1995) 75 WAIG 2882. The Department has the right to transfer a teacher. On the evidence before me the mere transfer of a teacher against the teacher's wishes in accordance with the forced transfer policy is not of itself unfair. As Mr Brennan conceded in his evidence, there is a need for forced transfers and they are required to allow the education system to function appropriately. In order to establish unfairness therefore the union must point to circumstances, other than the mere forced transfer, which renders the transfer unfair.

The union argued firstly that Mr Parkhouse was, in fact, transferred for reasons other than those which have been stated. The union alleges that certain members of the administrative team from the school believe it undesirable for Mr Parkhouse to remain in Broome and therefore made little, if any, genuine attempt to accommodate Mr Parkhouse's position. The evidence of Mr Parkhouse is that his illness caused an uncertainty in his attendance. He believes his personal dress code, manner and style were not looked on as appropriate by "some of those senior to me". He believed the Principal was not pleased with his close, frank, friendly, casual approach to teaching and the students. He worked at a brisk and rushed pace which could be described as "hectic". He believes these characteristics were seen as shortcomings. However, the evidence before the Commission did not firmly establish that Mr Parkhouse was necessarily seen in the way he described himself and that he was force transferred for these reasons. Indeed there is consistent evidence that Mr Parkhouse is seen overall as a good teacher.

The union's second argument was that the forced transfer decision was not made in accordance with the policy, that all reasonable options available to it in the alternative were not examined by the school and that the school failed to adequately consider the particular circumstances of Mr Parkhouse. In my view the evidence supports that argument.

The evidence before the Commission is that Mr Parkhouse was not, in any sense, consulted about the decision which had been reached. The evidence before the Commission merely shows that Mr Parkhouse was informed in September 1994 that the decision had been taken. It appears that Mr Parkhouse was presented with a *fait accompli*. Mr Parkhouse was not given an opportunity to either contribute to the decision prior to it being made, nor to attempt to change the decision once it was made. The evidence of Mr Parkhouse, which I accept, is that Mr Parkhouse asked for a copy of the proposed timetable for 1995. This was not given to him. I regard that as quite significant. While I accept that generally the drawing up of the timetable for the next year of itself does not involve every teacher at the school, the effect on a particular teacher of the proposed timetable is a different issue. Where the proposed change will result in the forced transfer of a teacher it may well be that a failure to discuss the proposed change with that teacher will be unfair. In this case Mr Parkhouse was informed that he would be force transferred unless he was prepared to teach upper school chemistry or computing for 0.2 FTE. The timetable was made without any input from Mr Parkhouse. This is significant given that there is evidence before the Commission which would allow it to conclude that such input might have made a difference. There was sufficient work available for Mr Parkhouse in his biological science field for 0.8 FTE. Mr Parkhouse was available to cover in other areas for a teacher who would be available for 0.2 computing. The evidence of Mr Dorn is that the option of Mr Parkhouse working part time at 0.8 and the school meeting its 0.2 computing needs from other sources was possible although difficult. A discussion with the wider staff would have revealed that Mr Palmer, the Acting Head of Mathematics at the school, would have "been delighted to point out that Mr Parkhouse would have been most welcome as a support teacher in the maths department 0.2 or 0.4 FTE". Mr Palmer's evidence is that he discussed with both Deputy Principals the need for additional help with low achievers in the lower secondary classes and the non-SEA qualifiers in year 11. He recorded this in a memorandum to the Deputy Principals in December 1993 stating that these students should be taught by "an underload teacher who would not necessarily require a mathematics background". Mr Palmer's evidence however is that this option was never explored with him and he was not asked whether Mr Parkhouse could be employed in the maths department. I accept Mr Palmer's evidence.

It is apparent from the evidence that timetable options were not discussed in the context that Mr Parkhouse might, as a result, be force transferred. As a result little, if any, consideration was given to Mr Parkhouse's position itself. I accept that meeting the student needs is the paramount consideration but it is not the only consideration. On this evidence, the lack of wider discussion in the context of his possible forced transfer prevented the option of meeting student needs while also retaining Mr Parkhouse's services from being fully explored. As a result, the forced transfer of Mr Parkhouse was unfair.

I am also not satisfied on the evidence that all options favourable to Mr Parkhouse himself, consistent with the needs of the school, were indeed examined. Mr Parkhouse states that he would have been happy to work part time at 0.8 but that this option was not considered. The evidence before the Commission supports this statement. Although Mr Parkhouse's evidence is that he raised this as an option, his evidence is not supported in this regard by other evidence before the Commission. However the fact that this option was not considered by the school, whether or not it was raised by Mr Parkhouse, is a telling point. It should at least have been considered as an option with the teacher even if, after discussion, it was not seen as being an acceptable option. The mere consideration of a part time position does not mean that a teacher is obliged to accept it. But it may be acceptable to the teacher and the evidence of Mr Parkhouse is that it would have been acceptable to him. The fact that it was not considered supports the claim of the union that not all options were considered and that Mr Parkhouse was thereby denied natural justice.

The evidence also reveals that Mr Parkhouse received less than fair treatment merely because he was absent from the school. The evidence is that he was absent from the school on

approved leave and that he was known to be ill. His absence does not excuse the school from giving Mr Parkhouse an opportunity to have input into a decision which will materially impact on him and his career. On the evidence before me the school cannot defend its failure to seek Mr Parkhouse's input on the basis that Mr Parkhouse was aware from the earlier discussions that a problem may arise. As Mr Dorn conceded, those discussions were open ended. It is necessary to ensure that staff have access to information about the school's overall directions and details that have an impact on their responsibilities (exhibit 2 page 2/3). If the school is correct in saying that this is not necessary when a teacher is absent on leave then a teacher would be well advised not to go on leave if there is the remotest chance of any decision adverse to his or her interests being made during the absence. I am not prepared to support such an interpretation. There must be an onus on the school to communicate to a member of the teaching staff a proposed decision which will be adverse to the teacher's interest even where the teacher is temporarily absent on leave. In the circumstances of Mr Parkhouse a forced transfer from Broome was adverse to his interests. That communication did not occur and the evidence before the Commission is that, if it had occurred, there were at least two options which may have permitted Mr Parkhouse to remain at Broome whilst satisfying the school's needs in other, albeit more difficult, ways. On that evidence the forced transfer of Mr Parkhouse was unfair.

This conclusion is sufficient to decide this matter without dealing with the evidence and the submissions regarding an alleged custom and practice at the school of "topping up" teachers who have less than a full-time load.

The Commission is aware that on 18 November 1994 Mr Parkhouse lodged a grievance pursuant to the award regarding his forced transfer. This grievance completed all of the levels before being referred to the Commission. There is evidence that at each level Mr Parkhouse was not successful. The conclusion of the Commission is therefore at variance with the outcome of the grievance procedure. However, it is not the case that the outcome of Commission proceedings must be consistent with the outcome of the grievance procedure. Indeed, if that were the case, there would be little point in having recourse to the Commission. It is the case that proceedings before the Commission are materially different from the manner that grievance procedures are conducted. The availability of sworn evidence and the testing of that evidence by cross examination in formal Commission proceedings may produce evidence and circumstances materially different from that understood by the decision makers at each level of the grievance procedure. That has been the case here.

It is also appropriate to observe that the advice given to Mr Parkhouse of the need to broaden his subject area is good advice. If that advice is not heeded by him then circumstances similar to those which existed at Broome in 1995 may well arise in the future.

At the conclusion of the proceedings the union informed the Commission that, in the event that the forced transfer of Mr Parkhouse was found to have been unfair, the union would request that the parties be given an opportunity to discuss the situation and attempt to reach an agreement on any order to issue. The Minister agreed with that request. I welcome the suggestion and regard it as quite appropriate. Such a course was directed by the Government School Teachers Tribunal in another matter where a transfer was held to be unfair (re *Antoniak*, op.cit.). If the parties are unable to reach agreement then the Commission will consider the form of order to issue based upon the submissions before it. In that event I note that it does not appear open to the Commission to make a mere declaration unless, at the same time, it follows up that declaration by making substantive orders (*Metropolitan (Perth) Passenger Transport Trust v Gersdorf* (1981) 61 WAIG 611 per Smith J at 616; *Coles/Myer Ltd T/A K-Mart Discount Stores v SDA* (1992) 72 WAIG 1747).

The parties are requested to advise the Commission on the outcome of their discussions within 21 days of the date of these Reasons for Decision.

Appearances: Mr P. Malone on behalf of the applicant.

Mr D. Parker and with him Ms J. Stone on behalf of the respondent.

CORRECTIONS—

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Michael John Walton

and

Oregon Holdings Pty Ltd trading as The Circuit Cabaret
and Function Centre.

No. 427 of 1996.

COMMISSIONER C.B. PARKS.

26 June 1996.

Corrected Order.

HAVING heard Mr M.J. Walton on his own behalf and Ms C.A. FitzGibbon on behalf of the Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, having issued an Order dated 7 June 1996 which incorrectly cites the applicant to be Mr M.J. Watson the Commission now hereby orders:

THAT application No. 427 of 1996 be and is hereby dismissed.

(Sgd.) C.B. PARKS,
Commissioner.

[L.S.]

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Mr J. Black

and

Portman Management Pty Ltd.

No. 119 of 1996.

COMMISSIONER A R BEECH.

27 June 1996.

Order.

WHEREAS an application was made to the Commission for an Order for the Production of Documents for inspection, in relation to Application No.1426 of 1995;

AND WHEREAS a conference was convened in the Commission;

AND WHEREAS a Notice of Discontinuance was filed in the Commission by the Applicant;

AND HAVING heard Mr L. Pilgrim on behalf of the Applicant and Ms E. Mackey on behalf of the Respondent;

NOW THEREFORE I, the undersigned, Commissioner of the Western Australian Industrial Relations Commission, pursuant to the powers conferred on me under the Industrial Relations Act, 1979, hereby order:

THAT the application be discontinued.

(Sgd.) A.R. BEECH,
Commissioner.

[L.S.]

**PROCEDURAL DIRECTIONS
AND ORDERS—**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Mr J. Black

and

Portman Management Pty Ltd.

No. 111 of 1996.

COMMISSIONER A R BEECH.

27 June 1996.

Order.

WHEREAS an application was made to the Commission for an Order for Further and Better Particulars, in relation to Application No. 1426 of 1995;

AND WHEREAS a conference was convened in the Commission;

AND WHEREAS agreement was reached between the parties;

AND WHEREAS a Notice of Discontinuance was filed in the Commission by the Applicant;

AND HAVING heard Mr L. Pilgrim on behalf of the Applicant and Ms E. Mackey on behalf of the Respondent;

NOW THEREFORE I, the undersigned, Commissioner of the Western Australian Industrial Relations Commission, pursuant to the powers conferred on me under the Industrial Relations Act, 1979, hereby order:

THAT the application be discontinued.

(Sgd.) A.R. BEECH,
Commissioner.

[L.S.]

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Paul Kingston

and

Albany Esplanade trading as Esplanade Hotel, Albany.

No. 160 of 1996.

COMMISSIONER P E SCOTT.

26 June 1996.

Order.

WHEREAS this is a claim for the extension of time in which to file application 159 of 1996 pursuant to sections 29(2) and (3) of the Industrial Relations Act, 1979; and

WHEREAS a conference was held on Tuesday, the 19th day of March 1996, at which the respondent advised that the matter had been the subject of proceedings before the Industrial Relations Court of Australia, that such proceedings had concluded, and that the applicant's application was filed outside of the time allowed by the Industrial Relations Act 1979; and

WHEREAS the conference was adjourned to enable clarification of those matters; and

WHEREAS the Commission wrote to the applicant on the 5th day of June 1996, seeking advice as to the applicant's intentions regarding the application, and indicating that if no reply was received by Friday, the 2nd day of June 1996, the matter would be dismissed, to which no reply was received;

NOW THEREFORE the Commission pursuant to the powers conferred on it under the Industrial Relations Act, 1979 hereby orders—

THAT this application be, and is dismissed.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Ms L. Klemm

and

Dr M. Oehlers and Dr N. Miller—Balga Medical Centre.

No. 672 of 1996.

COMMISSIONER A R BEECH.

27 June 1996.

Order.

WHEREAS an application was made to the Commission for an Order for the production of documents for inspection, in relation to the Application No. 6 of 1996;

AND WHEREAS agreement was reached between the parties;

NOW THEREFORE I, the undersigned, Commissioner of the Western Australian Industrial Relations Commission, pursuant to the powers conferred on me under the Industrial Relations Act, 1979, hereby order:

THAT the application be discontinued.

(Sgd.) A. R. BEECH,

[L.S]

Commissioner.

**NOTICES—
Appointments—**

ADDITIONAL PUBLIC SERVICE ARBITRATOR

I, the undersigned Chief Commissioner of the Western Australian Industrial Relations Commission, acting pursuant to the provisions of section 80D of the Industrial Relations Act, 1979, hereby appoint, subject to the provisions of that Act, Commissioner S.A. Cawley to be an additional Public Service Arbitrator for a period of one year from 19 June 1996.

Dated the 19th day of June, 1996.

(Sgd.) W. S. COLEMAN,

[L.S]

Chief Commissioner.

The Industrial Relations Act 1979.

I, the undersigned, the HONOURABLE DAVID KINGSLEY MALCOLM AC, Chief Justice of Western Australia, in exercise of the powers conferred upon me by s.85(3) of the *Industrial Relations Act 1979*, DO HEREBY NOMINATE the HONOURABLE GRAHAM FREDERICK SCOTT, a Judge of the Supreme Court of Western Australia to be an Acting Ordinary Member of the Western Australian Industrial Appeal Court from 1 June to 30 June 1996 or until the completion of the hearing and determination of any proceedings he may be participating in at the expiration of that period.

As witness my hand this 30th day of May 1996.

(Sgd.) DAVID K. MALCOLM,

Chief Justice of Western Australia.

**RAILWAYS CLASSIFICATION
BOARD—
Matters dealt with—**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Western Australian Government Railways Commission

and

West Australian Railways Officers' Union

No. R 2 of 1996.

Railways Officers' Award 1985.

No. RCB A 1 of 1985.

RAILWAYS CLASSIFICATION BOARD
COMMISSIONER S A CAWLEY, DEPUTY
CHAIRPERSON

MR D MUNYARD, MEMBER

MR P BOTHWELL, MEMBER.

17 June 1996.

Order.

HAVING heard Mr A Hassell on behalf of the Applicant and Mr A Fiorentino on behalf of the Respondent now therefore the Railways Classification Board, pursuant to the powers conferred by the Industrial Relations Act, 1979, and by consent, hereby orders—

THAT the Railways Officers' Award 1985 as amended be varied in accordance with the following Schedule.

(Sgd.) S. A. CAWLEY,
Deputy Chairperson, Railways
Classification Board.

[L.S]

Schedule.

1. Clause 53.—District Allowances: Delete subclause (1) of this clause and insert the following in lieu thereof:

(1) Officers with dependants shall be paid allowances as under with effect on and from 1 July 1995:

- (a) \$343.48 per annum—Esperance, Kalgoorlie, Miling, Mullewa, Southern Cross, Kambalda.
- (b) \$686.97 per annum—Trayning, Mogumber, Norseman.
- (c) \$1,140.04 per annum—Bencubbin, Kalannie, Koolyanobbing, Koorda, Mukinbudin, Newdegate, Perenjori, Wubin, Eneabba, Morawa.
- (d) \$2,279.99 per annum—Leonora, Salmon Gums.

(1a) Officers with dependants shall be paid allowances as under with effect on and from 1 July 1996:

- (a) \$356.18 per annum—Esperance, Kalgoorlie, Miling, Mullewa, Southern Cross, Kambalda.
 - (b) \$712.38 per annum—Trayning, Mogumber, Norseman.
 - (c) \$1,182.22 per annum—Bencubbin, Kalannie, Koolyanobbing, Koorda, Mukinbudin, Newdegate, Perenjori, Wubin, Eneabba, Morawa.
 - (d) \$2,364.34 per annum—Leonora, Salmon Gums.
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WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Western Australian Government Railways Commission
and

West Australian Railways Officers' Union

No. R 1 of 1996.

Railways Officers' Award 1985.

No. RCB A 1 of 1985.

RAILWAYS CLASSIFICATION BOARD

COMMISSIONER S A CAWLEY, DEPUTY

CHAIRPERSON

MR D MUNYARD, MEMBER

MR P BOTHWELL, MEMBER.

17 June 1996.

Order.

HAVING heard Mr A Hassell on behalf of the Applicant and Mr A Fiorentino on behalf of the Respondent now therefore the Railways Classification Board, pursuant to the powers conferred by the Industrial Relations Act, 1979, and by consent, hereby orders—

THAT the Railways Officers' Award 1985 as amended be varied in accordance with the following Schedule with effect on and from the first day of July 1996.

(Sgd.) S. A. CAWLEY,

[L.S] Deputy Chairperson, Railways
Classification Board.

Schedule.

1. Clause 54.—Away From Home and Meal Allowances:

A. Delete subclause (1) of this clause and insert the following in lieu thereof:

(1) (a) Allowances to meet travelling expenses of officers where an overnight stay at a hotel or motel is involved will be paid:

	A All Officers for 42 days per day \$	B Officers with Dependants after 42 days per day \$	C Officers Without Dependants after 42 days per day \$
Western Australia—			
Suburban Area	144.85	72.45	48.25
South of 26° Latitude	103.05	51.50	34.30
Interstate—Capital City			
Sydney	167.05	83.55	55.65
Melbourne	155.40	77.70	51.75
Other Capitals	147.80	73.90	49.20
Interstate—Other than Capital City	103.05	51.50	34.30

(b) Where accommodation other than at a hotel or motel is obtained:

	\$ per day
South of 26° Latitude	50.70
Interstate	58.50

(c) To calculate reimbursement under (1)(a) and (b) of this clause for a part of a day the following will apply:

Breakfast	10%
Lunch	15%
Dinner	25%
Bed	50%

Provided that in the case of the proportions for meals on departure and arrival:

- (i) the circumstances of the trip were such that the officer could not reasonably be expected to have the meal at the officer's home or lodging before departure or after arrival; and
- (ii) the officer's certification that each meal claimed was actually purchased.

(d) Where an officer is required by the Commission to attend a course, conference, etc and this involves an overnight stay and the officer is provided with accommodation and meals free of charge then the officer shall be reimbursed \$7.20 for each day in lieu of the allowances prescribed in subclause (1) of this clause.

B. Subclause (2):

- I. In subparagraphs (i) and (ii) of paragraph (c) of this subclause: Delete the amount of "\$9.40" where it appears and insert the amount of "\$9.80" in lieu thereof.
- II. In subparagraph (iii) of paragraph (c) of this subclause: Delete the amount of "\$21.75" where it appears and insert the amount of "\$24.00" in lieu thereof.

C. Subclause (3): Delete the amounts of "\$4.10" and "\$20.50" where they appear and insert the amounts of "\$4.25" and "\$23.10" respectively, in lieu thereof.

2. Clause 68.—Railway Construction Etc., Work: In paragraphs (a) and (b) of subclause (13) of this clause: Delete the amounts of "\$190.75", "127.80" and "\$63.90" where they appear and insert the amounts of "\$202.65", "135.80" and "\$67.90" respectively, in lieu thereof.