

Aboriginal Communities and Organisations Western Australian Interim Award 2011

PART 1 – APPLICATION AND OPERATION OF THIS AWARD

1 AWARD TITLE

This award shall be known as the Aboriginal Communities and Organisations Western Australian Interim Award 2011.

2 ARRANGEMENT

This award is arranged as follows:

PART 1- Application and operation of this award

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2. ARRANGEMENT

3. COMMENCEMENT DATE AND PERIOD OF OPERATION

4. AREA AND SCOPE

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3 COMMENCEMENT DATE AND PERIOD OF OPERATION

The term of this award shall be for a period of 12 months on and from 27th March 2011.

4 AREA AND SCOPE

4.1 This award shall apply throughout the state of Western Australia to the Aboriginal Communities and Organisations industry and to:

- (1) each employer therein; and
- (2) each employee therein who is:
 - (a) eligible for membership of the Western Australian Municipal, Administrative, Clerical and Services Union of Employees; and
 - (b) employed in a classification to which this award applies.

4.2 This award does not apply to:

- (1) employers who are national system employers as defined under the Fair Work Act 2009;
- (2) employees who are CDEP participants;
- (3) Employees:
 - (a) who are eligible to be members of the Liquor, Hospitality and Miscellaneous Workers Union;
 - (b) who are engaged in work that is covered by any of the Western Australian State awards (as amended from time to time) listed in schedule E of this award; and

- (c) whose classification under that award (however described) is also nominated in schedule E of this award.

5 POSTING OF THIS AWARD

Each employer bound by this award must keep a copy of the award at the workplace, in a place that is accessible to employees on request.

Each employer bound by this award must keep copies of any written agreements made under this award at the workplace, in a place that is accessible to employees on request.

6 DEFINITIONS

- 6.1 **Act** means the Western Australian Industrial Relations Act 1979.
- 6.2 **CDEP** refers to Community Development Employment Projects. This is a program funded by the Aboriginal and Torres Strait Islander Commission which provides indigenous people with an alternative to unemployment benefits.
- 6.3 **CDEP Participant** means a person engaged and paid under the CDEP program.
- 6.4 **Commission** means the Western Australian Industrial Relations Commission.
- 6.5 **Continuous service** means unbroken service with one particular employer. Events which do not break an employee's continuous service are:
 - (1) absence from work on paid leave;
 - (2) absence from work on unpaid leave which has been approved by the employer;
 - (3) the end of a funding period.
- 6.5.1 Absences which do not break an employee's continuous service but which do not count as time worked are:
 - (1) absence from work on unpaid leave which has been approved by the employer in excess of one week in any year of employment. The amount of leave in excess of one week will change an employee's anniversary date for leave accruals and incremental advances in salary.
- 6.5.2 Absences which count as time worked are:
 - (1) Absence from work on paid leave.
 - (2) Absence from work on unpaid leave which has been approved by the employer, up to a maximum of one week in any year of employment.
- 6.6 **Council** means the governing body of any employer who is respondent to this award, regardless of what that governing body is actually called or how it is structured.
- 6.7 **Employer** means any employer to whom this award applies.
- 6.8 **Lands** means all lands where a permit is required for entry.
- 6.9 **Permit** means an entry permit issued:
 - (1) pursuant to the traditional protocol of the traditional owners; or

- (2) by the Western Australian Department of Indigenous Affairs under the Aboriginal Affairs Planning Authority Act [WA], as amended from time to time.

6.10 **Social and community service work** means work that is designed to aid individuals, groups or communities to attain satisfying standards of life and health through activities that improve personal and social relationships. Social and community service work includes:

- (1) collecting and providing information about benefits, services and community resources that are available to clients;
- (2) supportive counselling;
- (3) crisis counselling;
- (4) organising emergency material relief for people who are suffering financial hardship;
- (5) providing custodial care, supportive care or social welfare support to people who are in residential accommodation or day and occasional care facilities, or to people who are unable to live independently or who are not living in a family setting. This does not include:
 - nursing services;
 - medical services; or
 - services that provide assistance to people who cannot live independently because of a disability.
- (6) assessing individual, family, group or community needs;
- (7) developing, implementing and assessing and/or maintaining individual casework programs;
- (8) referral to, and liaison with, other workers and professionals, agencies, community groups, organisations or governments;
- (9) coordinating activities or facilities for the development of independent employment skills;
- (10) researching and analysing social and welfare and/or community issues, needs or problems;
- (11) developing and maintaining community resources;
- (12) developing and organising community campaigns;
- (13) developing, maintaining, implementing and evaluating family, group and community programs;
- (14) social welfare or community planning and policy development and interpretation and/or implementation;
- (15) representation, advocacy, negotiation and mediation within and between communities, agencies, institutions and governments, or with individuals;
- (16) counselling or social welfare support for people living at home who are unable to live independently. This does not include nursing services, medical services, or direct personal care services;
- (17) developing and transferring skills and knowledge in community organisation, community education, advocacy, resource development, cultural awareness and other relevant areas within the community;
- (18) tasks associated with maintaining community services and social welfare projects, including preparing submissions, reports and incidental financial documentation.

6.11 **Union** means the Western Australian Municipal, Administrative, Clerical and Services Union of Employees.

6B MINIMUM ADULT AWARD WAGE

- 6.1 No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- 6.2 The minimum adult award wage for full-time employees aged 21 or more is \$692.90 per week payable on and from the commencement of the first pay period on or after 1 July 2016.
- 6.3 The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- 6.4 Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- 6.5 Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- 6.6 The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the Minimum Conditions of Employment Act 1993.
- 6.7 Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- 6.8 Subject to this clause the minimum adult award wage shall –
- 6.8.1 Apply to all work in ordinary hours.
- 6.8.2 Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- 6.9 Minimum Adult Award Wage
- The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2016 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.
- Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.
- 6.10 Adult Apprentices
- 6.10.1 Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$593.90 per week on and from the commencement of the first pay period on or after 1 July 2016.
- 6.10.2 The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.

- 6.10.3 Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
- 6.10.4 Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

PART 2 – AWARD FLEXIBILITY

7 ENTERPRISE FLEXIBILITY PROVISIONS

- 7.1 The following process will apply where an employer or employees wish to make an agreement at the enterprise or workplace about how this award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs.
- 7.1.1 The employer and the employees will establish a consultative mechanism and procedures which are appropriate to the size, structure and needs of the enterprise or workplace.
- 7.1.2 Employees may nominate the Union or another person or organisation of their choice to represent them during the consultative process.
- 7.1.3 Where agreement is reached the parties will apply to the Commission to vary the award.

8 FACILITATIVE PROVISIONS

- 8.1 This award contains facilitative provisions which allow employers and employees to agree on how specific award provisions will apply in an individual workplace.
- 8.1.1 Facilitative provisions in this award are contained in the following clauses:

Clause Title	Clause Number
Dispute Settling Procedure – use of local Aboriginal custom and decision-making processes.	9.2
Part-time Employment – changes to regular pattern of work.	10.3.4
Salary Packaging.	17
Alternative Ordinary Hours of Work.	22.2
Alternative Ordinary Hours of Work – amount of notice required for roster changes.	22.2.7
Time Off in Lieu of Overtime (TOIL).	24.5
Time Off in Lieu of Overtime – accruing more than 38 hours.	24.5.1 (5)
Flexitime Agreements.	25.1
Annual Leave – time of taking.	29.2
Annual leave – taking in separate periods or periods of less than one week.	29.2.3
Annual Leave – taking in advance.	29.3

Annual Leave Loading – time of payment.	29.4.3
Public Holidays – substitute public holidays.	33.4
Parental Leave – commencing maternity leave early.	34.6.3
Parental Leave – variation to duration.	34.4
Ngaanyatjarra Communities – Additional Leave – time of taking.	Schedule D.4.1.2(1)

- 8.1.2 Each award provision identifies the standard award condition and the framework within which employers and employees can agree on how the provision should apply at the individual workplace. Facilitative provisions must not be used to avoid award obligations nor should they result in unfairness to an employer or employee or employees covered by this award.
- 8.1.3 In the event that a dispute arises over the implementation or operation of a facilitative provision, the matter should be dealt with in accordance with the dispute settling procedure in clause 9 of this award.

PART 3 – DISPUTE RESOLUTION

9 DISPUTE SETTLING PROCEDURE

- 9.1 If a dispute arises in the workplace the procedure to be followed to resolve the matter will be as follows:
- Step 1 Employees should first try to resolve the dispute by discussing the matter with their immediate supervisor within 3 days.
- Step 2 If the dispute is not resolved either party may refer the matter to the employer’s senior management or to another nominated representative of the employer within 7 days.
- Step 3 If the dispute is still not resolved either party may refer the matter to the employer’s governing committee, executive or council.
- 9.2 If it is appropriate, the employer and the employee(s) may agree for the dispute to be dealt with in accordance with local Aboriginal custom and decision making processes instead of the steps outlined above.
- 9.3 If the parties are unable to resolve the matter at the workplace using these steps, either party may refer the matter to the Commission for conciliation and, if required, arbitration.
- 9.4 While the parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.
- 9.5 Employees are entitled to be represented by a person or organisation of their choice at all stages of the dispute settling procedure. This includes the union or another employee.
- 9.6 An employer must not reduce the pay or conditions of employment of any employee who is participating in a dispute settling procedure either as a party or as a representative.

PART 4 – EMPLOYMENT ARRANGEMENTS

10 EMPLOYMENT CATEGORIES

10.1 Probationary Employment

- 10.1.1 An employer may hire new employees on probation for up to the first three months of employment.
- 10.1.2 Before the new employee commences employment, the employer must provide the employee with written notice of the length of the probation period.
- 10.1.3 Probation is not compulsory.

10.2 Full-time Employment

- 10.2.1 An employee engaged for 38 hours per week in accordance with Part 6 of this Award shall be regarded as full time.
- 10.2.2 At the time of engagement, an employer must give full-time employees a written notice that states:
 - (1) the hours that the employee will normally work;
 - (2) which days of the week the employee will normally work on; and
 - (3) the usual starting and finishing times for work each day.

10.3 Part-time Employment

- 10.3.1 An employer may employ part-time employees in any classification in this award.
- 10.3.2 A part-time employee is an employee who:
 - (1) works less than full-time hours of 38 per week, in accordance with Part 6 of this Award.
 - (2) has reasonably predictable hours of work.
 - (3) receives pay and conditions that are equivalent to those of a full-time employee, but on a pro rata basis according to the actual hours that he or she works.
- 10.3.3 At the time of engagement, the employer and the part-time employee must record the regular pattern of work in writing.
- 10.3.4 The employer and the part-time employee may agree on changes to the regular pattern of work. Any such agreement must be confirmed in writing.
- 10.3.5 An employer and a part-time employee may mutually agree for the employee temporarily to work more hours than the hours agreed to as the employee's regular pattern of work. The following conditions apply:
 - (1) the extra hours will not change the employee's status as a part-time employee;
 - (2) if the employee temporarily works the hours of a full-time employee, the employee is entitled to all the conditions contained in this award for full-time employees while the employee is working those full-time hours.
- 10.3.6 Part-time employees are entitled to payment at an hourly rate equivalent to 1/38th of the weekly rate applicable to their classification.

10.4 Casual Employment

- 10.4.1 A casual employee is an employee who is engaged intermittently for work of an unexpected or casual nature. Casual employees do not include employees who could properly be engaged as full-time employees or part-time employees or employees engaged for a specific period or a specific task in accordance with subclause 10.6 of this award.
- 10.4.2 Employers are required to engage casual employees for a minimum period of two consecutive hours for each period of engagement.
- 10.4.3 Casual employees are entitled to payment at an hourly rate equal to 1/38th of the weekly rate applicable to their classification, plus a loading of 20%.
- 10.4.4 The 20% casual loading is in lieu of all paid leave entitlements (excluding long service leave) and payment for public holidays that the employee does not work.
- 10.4.5 For casual employees who work overtime or outside the span of ordinary hours, the employee's rate of pay is calculated by multiplying the employee's base hourly rate (which excludes the 20% casual loading) by the applicable overtime multiplier or penalty rate, and then adding an amount equal to 20% of the employee's base hourly rate.

10.5 Caring responsibilities

- 10.5.1 Subject to the evidentiary and notice requirements, casual employees are entitled to not be available to attend work, or to leave work:
- (1) If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (2) Upon the death in Australia of an immediate family or household member.
 - (3) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (4) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

10.6 Specific Period or Specific Task Employment

- 10.6.1 An employer may engage a full-time employee or a part-time employee to work on a fixed-term basis or for a specific task or tasks. The following conditions apply:
- (1) The employer must give the employee a written notice which stipulates how long the employee will be employed for.
 - (2) If the employee starts working for the same employer on a permanent basis immediately after finishing the fixed term, the amount of time that the employee spent working on the fixed term will count as continuous service when calculating leave entitlements. Provided that such time will not count as continuous service if the employer has paid the employee in lieu of those leave entitlements.

10.7 Trainees

The employers and union respondent to this award will comply with the terms of the National Training Wage Award 2000 [AW 790899], as adjusted by the 2009/10 Annual Wage Review, as though they were bound by that award.

Where the National Training Wage Award 2000 is inconsistent with the express provisions of this award, the National Training Wage Award as amended will prevail.

Except that where pay rates in the National Training Wage Award apply, a trainee shall not be paid less than the rates in paragraph 6(c) of the State Wage Order that apply to a trainee to whom an award does not apply.

11 NOTICE OF TERMINATION

11.1 Notice of termination by employer

11.1.1 In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
Less than 1 year	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

11.1.2 In addition to the notice in 11.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

11.1.3 Payment in lieu of the prescribed notice in 11.1.1 and 11.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

11.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (1) the employee's ordinary hours of work (even if not standard hours); and
- (2) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (3) any other amounts payable under the employee's contract of employment.

11.1.5 The period of notice in this clause does not apply:

- (1) in the case of dismissal for serious misconduct;
- (2) to apprentices;
- (3) to employees engaged for a specific period of time or for a specific task or tasks;
- (4) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (5) to casual employees.

11.1.6 Continuous service is defined in clause 6.5.

11.2 Notice of termination by an employee

- 11.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 11.2.3 If an employee fails to give the notice specified in 11.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 11.1.3.

11.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

11.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 12.7, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

12 REDUNDANCY

12.1 Definitions

- 12.1.1 **Business** includes trade, process, business or occupation and includes part of any such business.
- 12.1.2 **Redundancy** occurs 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 that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- 12.1.3 **Small employer** means an employer which employs fewer than 15 employees.
- 12.1.4 **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- 12.1.5 **Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
- (1) overtime;
 - (2) penalty rates;
 - (3) disability allowances;
 - (4) shift allowances;
 - (5) special rates;
 - (6) fares and travelling time allowances;
 - (7) bonuses; and
 - (8) any other ancillary payments of a like nature.

12.2 **Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the 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 rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

12.3 **Severance pay**

12.3.1 An employee, other than an employee of a small employer as defined in 12.1.3, whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

Week's pay as defined in 12.1.5.

12.3.2 **Severance pay - employees of a small employer**

An employee of a small employer as defined in 12.1.3 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

Week's pay as defined in 12.1.5

12.3.3 Continuity of service shall be calculated in the manner prescribed by 6.5. 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.

12.4 **Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 11- Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

12.5 Alternative employment

- 12.5.1 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.
- 12.5.2 This provision does not apply in circumstances involving transmission of business as set out in 12.7.

12.6 Job search entitlement

- 12.6.1 During the period of notice of termination given by the employer in accordance with 11.1, 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.
- 12.6.2 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 shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 12.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 11.3.

12.7 Transmission of business

- 12.7.1 The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:
- (1) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
 - (2) Where the employee rejects an offer of employment with the transmittee:
 - (a) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (b) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- 12.7.2 The Commission may vary 12.7.1(2) if it is satisfied that this provision would operate unfairly in a particular case.

12.8 Employees exempted

- 12.8.1 This clause does not apply to:
- (1) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
 - (2) probationary employees;
 - (3) apprentices;
 - (4) trainees;
 - (5) employees engaged for a specific period of time or for a specified task or tasks; or
 - (6) casual employees.

12.9 Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

12.10 Redundancy disputes

12.10.1 Clauses 12.10.1 and 12.10.2 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute). These additional obligations do not apply to employers who employ fewer than 15 employees.

12.10.2 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:

- (1) the reasons for any proposed redundancy;
- (2) the number and categories of employees likely to be affected; and
- (3) the period over which any proposed redundancies are intended to be carried out.

12.10.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

PART 5 – CLASSIFICATIONS, WAGES, ALLOWANCES AND SUPERANNUATION

13 NOTICE ON COMMENCEMENT OF EMPLOYMENT

On commencement of employment an employer must give each employee a written notice which details the employee's classification level and rate of pay.

14 CLASSIFICATION LEVELS

14.1 The classification levels are set out in **SCHEDULE A – CLASSIFICATIONS** of this award.

14.2 Reviewing Employees' Classifications

14.2.1 If an employee makes a written request to the employer for a review of his or her classification, the employer must review that employee's classification level and provide a written response within six weeks. An employer is not required to review an employee's classification more than once each year.

14.2.2 To review an employee's classification, the employer and the employee must at least consider whether there are any identifiable changes in:

- (1) the type of work the employee does;
- (2) the employee's skills, due to training or experience;
- (3) the employee's level of responsibility;
- (4) the value of the employee's work.

- 14.2.3 If an employer promotes an employee to a higher job classification, the employee is entitled to payment at the appropriate rate prescribed by clause 15 for the higher job classification from the date that the employee commences in the higher job classification.
- 14.2.4 If the minimum rate for the higher job classification is the same as the employee's current salary, the employee is entitled to payment at the first step of the higher classification level which is above the employee's current salary.

14.3 Reclassification

Where an employer reclassifies an employee, it must be on a point-to-point basis. This means that the step that the employee is placed on in the new classification level is determined by the length of time that the employee has been performing the duties on which the reclassification is based.

14.4 Disputes about Classification of Employees

Any disputes about the classification of an employee must be handled in accordance with the dispute settling procedure in clause 9 of this award.

15 SALARIES

- 15.1 The minimum annual salaries payable to employees are set out in Schedule B of this award.

15.2 Annual Increments

- 15.2.1 In this clause:

- (1) 'existing employee' means an employee who was employed by an employer on or before 27 March 2011.
- (2) 'new employee' means an employee who commences employment with any employer after 27 March 2011.

- 15.2.2 Existing employees are entitled to advance by annual increments to the maximum of the appropriate classification level. The following conditions apply:

- (1) The employee has given satisfactory service over the last 12 months; and
- (2) The employee has acquired any new and / or improved skills that are required for the employee's position.
- (3) New employees are entitled to payment at the first year rate of the appropriate classification level. An employer and individual employees may agree to allow the employee to advance by annual increments to the maximum of the appropriate classification level.

16 PAYMENT OF WAGES

16.1 Frequency and time of payment

- 16.1.1 An employer must pay wages on a weekly or fortnightly basis.
- 16.1.2 An employer must pay wages no later than five days after the end of a pay period.
- 16.1.3 An employer must pay wages during ordinary hours, on a day that is agreed between the employer and the majority of employees in each workplace.

16.2 Method of Payment

An employer must pay wages either by cheque or by electronic funds transfer into the employee's bank account.

16.3 Calculating Weekly Rates of Pay

An employee's weekly rate of pay is calculated by dividing the annual salary rates specified in SCHEDULE B of this award by 52.1667.

17 SALARY PACKAGING

17.1 An employer and individual full time or part time employees may agree to introduce salary packaging arrangements. This means that part of an employee's salary is packaged into a fringe benefit that is paid to a genuine third party instead of being paid directly to the employee.

17.1.2 The following conditions apply to salary packaging arrangements:

- (1) An employer may make salary packaging arrangements only with full-time employees and part-time employees.
- (2) The salary packaging arrangement must be in writing.
- (3) The employer must give the employee a copy of the salary packaging arrangement.
- (4) When viewed objectively, the salary packaging arrangement must not be less favourable than the employee's entitlements under this award.

17.2.3 Employees may consult a representative of their choice before signing a salary packaging arrangement.

17.2.4 The employer must ensure that the salary packaging structure complies with taxation laws and other relevant laws.

17.2.5 The employer must give the employee a written notice which:

- (1) confirms the employee's classification level under clause 14 of this award.
- (2) Confirms the employee's current salary under clause 15 of this award.
- (3) Advises the employee that he or she may choose to receive payment of the salary applicable under clause 15 – Salaries of this award instead of the salary packaging arrangement.
- (4) Advises the employee that if he or she chooses to accept the salary packaging arrangement, all award conditions other than salary will continue to apply.

17.2.6 An employee may package a maximum of 30% of his or her salary applicable under clause 15 of this award into a fringe benefit.

17.2.7 The employee must give the employer a written notice which states that the cash component of the salary packaging arrangement is adequate for his or her ongoing living expenses.

17.2.8 The employer must pay annual leave loading and employer superannuation contributions at the employee's salary rate specified in clause 15 of this award.

17.2.9 Employees are entitled to inspect the details of payments and transactions which are made in accordance with the salary packaging arrangement. If these details are kept in an electronic format, the employee is entitled to a printout of the information.

- 17.2.10 The employer must ensure that employees do not accrue any benefits under a salary packaging arrangement which go beyond 30 June in any financial year. The employer must also ensure that all benefits that an employee is entitled to under a salary packaging arrangement are paid before 30 June in any financial year.
- 17.2.11 An employer may cancel an employee's salary packaging arrangement. The employer must give the employee at least one month's notice that the arrangement will be cancelled.
- 17.2.12 If the employer stops being exempt from fringe benefits tax payment all salary packaging arrangements will terminate, and where possible the employer should provide each individual employee with at least one month's notice that the arrangement will stop. Individual employee's salaries would then go back to the rates specified in clause 15 of this award.
- 17.2.13 The following arrangements will apply if an employee leaves his or her employment with the employer for any reason:
- (1) The salary packaging arrangement will stop on the employee's termination date.
 - (2) If the employee has any accrued unused leave entitlements payable on termination, the employer must pay those entitlements at the employee's salary rate specified in clause 15 of this award.
 - (3) If the employee has any benefits owing under the salary packaging arrangement, the employer must pay those benefits either on the date of termination or beforehand.

18 SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES

18.1 Supported Wage System Definitions

- 18.1.1 **Accredited assessor** means a person who is accredited by the managing unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- 18.1.2 **Assessment instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.
- 18.1.3 **Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 as amended from time to time, or any successor to that scheme.
- 18.1.4 **Supported wage system** means the Commonwealth government system to promote employment for people who cannot work at full award wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.

18.2 Eligibility Criteria

- 18.2.1 This clause applies to employees who:
- (1) are unable to perform the range of duties to the level of competence required within the class of work for which the employee is engaged under this award because of the effects of a disability on their productive capacity; and
 - (2) meet the impairment criteria for receipt of a disability support pension.
- 18.2.2 This clause does not apply to existing employees who have a claim against their employer which is subject to the provisions of workers' compensation legislation or any provision of this award which relates to the rehabilitation of employees who are injured in the course of their employment with the employer.

18.3 Supported Wage Rates

18.3.1 Employees covered by this clause are entitled to payment at a percentage of the minimum rate of pay prescribed by this award for the class of work which the employee is performing, as follows:

Employee's Assessed Capacity (see sub clause 18.4)	Percentage of Award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

18.3.2 An employer must pay each employee a minimum of \$73.00 per week.

18.3.3 If an employee's assessed capacity is 10%, the employer must provide him or her with a high degree of assistance and support.

18.4 Assessment of Capacity

18.4.1 In order to determine the percentage of the award rate to be paid to an employee under this clause, the productive capacity of the employee must be assessed in accordance with the supported wage system. This must be done by either:

- (1) the employer and the union, in consultation with the employee; or
- (2) if it is desired by the employer, the union or the employee, it must be done by the employer and an accredited assessor from a panel which is agreed to by the employer, the union and the employee.

18.4.2 The outcome of the assessment must be documented in an assessment instrument.

18.5 Lodgement of Assessment Instrument

18.5.1 The parties to an assessment instrument must sign the assessment instrument.

18.5.2 An assessment instrument must stipulate the percentage of the award rate which will be payable to the employee.

18.5.3 An employer must lodge assessment instruments with the Registrar of the Commission.

18.5.4 If the union is not a party to the assessment instrument, the employer must send the union a copy of the assessment instrument by certified mail at the same time the employer lodges the assessment instrument with the Registrar of the Commission. If the union objects to the assessment instrument, it must notify the Registrar of that objection within 10 working days.

18.6 Review of Assessment

18.6.1 The parties to an assessment instrument should review the percentage of the award rate payable to the employee annually. If a party to an assessment instrument makes a reasonable request for an earlier review, the parties should comply with that request.

18.6.2 The parties must undertake the review process in accordance with the procedures for assessing capacity under the supported wage system.

18.7 Other Terms and Conditions of Employment

The percentage of the award rate stipulated in an assessment instrument only applies to the award rate. Employees covered by this clause are entitled to the same terms and conditions of employment as all other employees covered by this award, but on a proportionate basis according to the actual hours that they work.

18.8 Workplace Adjustment

18.8.1 An employer who wishes to employ a person under the provisions of this clause must make changes in the workplace to enhance the employee's capacity to do the job. These changes may involve the re-design of job duties, working time arrangements and work organisation.

18.8.2 Employers must consult other employees who work in the area about these changes.

18.9 Trial Period

18.9.1 An employer may employ a person under the provisions of this clause for a trial period. The following conditions apply:

- (1) The trial period must be necessary to make an adequate assessment of the employee's capacity.
- (2) The trial period must not be more than 12 weeks. An exception is that in some cases additional work adjustment time may be needed. Additional work adjustment time must not be more than four weeks.
- (3) During the trial period the employer must assess the employee's capacity in accordance with subclause 18.4 of this award. The parties must also determine the proposed rate of pay for a continuing employment relationship.
- (4) An employer must pay an employee a minimum of \$73.00 per week during the trial period.
- (5) During the trial period an employer should provide induction or training which is appropriate to the job being trialled.

18.9.2 If the employer and the employee wish to establish a continuing employment relationship following completion of the trial period, the parties must make a new contract of employment based on the outcome of the assessment conducted in accordance with subclause 18.4 of this award.

19 ALLOWANCES

19.1 District Allowance

19.1.1 In this clause:

- (1) **Dependant** in relation to an employee means:
 - (a) a spouse (including a de facto spouse); or
 - (b) if there is no spouse, a child under 18 years of age who lives in Western Australia and who relies on the employee for their main financial support; or
 - (c) if there is no spouse, any relative of the employee who lives in Western Australia and who relies on the employee for their main financial support

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

(2) **Partial dependant** in relation to an employee means:

- (a) a spouse (including a de facto spouse); or
- (b) if there is no spouse, a child under 18 years of age who lives in Western Australia and who relies on the employee for their main financial support; or
- (c) if there is no spouse, any relative of the employee who lives in Western Australia and who relies on the employee for their main financial support

who receives a district allowance or location allowance of any kind under an award, agreement or any other provision regulating their employment, and that allowance is less than the applicable allowance for an employee without dependants under this award.

19.1.2 Employees are entitled to district allowance at the following rates. There are some exceptions which are listed in paragraph 21.1.4 of this award:

Location of the Employee's Headquarters	Amount of District Allowance
District 1	Nil
District 2	\$730 per year
District 3	\$1,020 per year
District 4	\$1,610 per year
District 5	\$3,199 per year
District 6	\$3,907 per year

The boundaries of the districts referred to in this clause are described in **SCHEDULE C** of this award.

19.1.3 If an employee's headquarters are located in a town or place mentioned below, the employee is entitled to district allowance at the following rates instead of the rates mentioned in paragraph 19.1.3 of this award:

Location of the Employee's Headquarters	Amount of District Allowance
Kalgoorlie Boulder	\$243 per year
Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance	\$960 per year
Carnarvon	\$1,519 per year
Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	\$1,610 per year
Port Hedland	\$3,502 per year
Karratha	\$3,765 per year
Liveringa (Camballin)	\$4,000 per year

Marble Bar
Wittenoom

Fitzroy Crossing
Halls Creek
Turner River Camp
Nullagine

\$4,305 per year

Warburton Mission

\$4,333 per year

19.1.4 An employee who has a dependant is entitled to district allowance at double the rate prescribed by this clause for the district, town or place where the employee's headquarters are located.

19.1.5 An employee who has a partial dependant is entitled to district allowance at the rate prescribed by this clause for the district, town or place where the employee's headquarters are located, plus an amount equal to the difference between the amount of district or location allowance that the partial dependant receives under the award, agreement or any other provision which regulates the partial dependant's employment and the amount the partial dependant would receive if he or she was employed full-time.

19.1.6 The following arrangements apply where an employee's headquarters are located in a place for which there is no district allowance prescribed by this award and the employee is required to travel to or temporarily reside in any other place for which a district allowance is prescribed by this award:

- (1) The employee must be away from their headquarters for more than one month in order for the allowance to be payable.
- (2) The employee is entitled to district allowance for the time spent travelling or temporarily residing away from their headquarters at the rate prescribed by this award for the district, town or place in which the employee spends the most amount of time while they are travelling or temporarily residing away from their headquarters.
- (3) The employee will still be entitled to any other allowances prescribed by this award.

19.1.7 Employees are entitled to district allowance while they are on any form of paid leave.

19.1.8 Part-time employees and casual employees are entitled to district allowance on a proportionate basis according to the number of hours that they work.

19.2 Adjustment of District Allowance Rates

The District Allowance rates prescribed by this award may be adjusted in accordance with the applicable National Wage Principles. The adjustment will be calculated in accordance with the official Consumer Price Index (CPI) "All Groups" Index for Perth as published by the Australian Bureau of Statistics, however the District Allowance rates set out in 19.1.2 and 19.1.3 above will only be varied once the application of the above formula to the District Allowance rates set out in the draft order in C2001/2606 results in District Allowance rates in excess of those set out in 19.1.2 and 19.1.3 above.

19.3 Relocation Allowance

19.3.1 This subclause only applies to full-time employees.

19.3.2 In this subclause, **immediate dependants** means:

- (1) any child, adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, who relies on the employee for their main financial support; and

- (2) a spouse (including a de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although they are not legally married.

19.3.3 Employees are entitled to a relocation allowance on recruitment and on termination of employment. There are some exceptions which are listed in paragraph 19.3.7 of this award.

19.3.4 The amount of the relocation allowance is calculated as follows:

- (1) for employees recruited from outside Western Australia, the amount of the allowance equals the actual cost of travel, up to the equivalent of a standard economy airfare from the capital city nearest the employee's place of recruitment to their place of employment.
- (2) for employees recruited from outside the Lands but from within Western Australia, the amount of the allowance equals the actual cost of travel, up to the equivalent of a standard local economy airfare from the employee's place of recruitment to their place of employment.
- (3) for employees recruited from within the Lands, the amount of the allowance should be negotiated between the employer and the employee. The amount negotiated should at least provide reasonable financial assistance towards relocation costs.

19.3.5 The allowance is payable for the employee and the employee's immediate dependants, provided that the immediate dependants are also relocating.

19.3.6 If a married couple (including a de facto married couple) are employed by the same employer, only one relocation allowance is payable.

19.3.7 Employees are not entitled to a relocation allowance in the following circumstances:

- (1) where an employee receives payment for relocation expenses for themselves and their immediate dependants (if applicable) from another source.
- (2) where an employee's employment has been terminated with or without notice for behaviour that justifies instant dismissal.
- (3) where an employee resigns before completing their contract with the employer.
- (4) where the employee is employed as a part-time employee or casual employee.

19.2.8 An employer may choose to pay relocation allowance money direct to the supplier or to reimburse the employee. Employees must provide receipts if requested to do so.

19.4 Removal Allowance

19.4.1 This subclause only applies to full-time employees.

19.4.2 In this subclause, immediate dependants means:

- (1) any child, adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, who relies on the employee for their main financial support; and
- (2) a spouse (including a de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although they are not legally married.

19.4.3 Employees are entitled to a removal allowance on recruitment and on termination of employment. There are some exceptions which are listed in paragraph 19.4.7 of this award.

19.4.4 The amount of the removal allowance equals the cost of moving the personal belongings of the employee and the employee's immediate dependants (if applicable). The maximum payable is:

	Employee without Immediate Dependants	Employee with Immediate Dependants
Where accommodation and furnishings are provided at the place of employment.	\$1,437	\$2,155
Where accommodation and furnishings are not provided at the place of employment.	\$4,313	\$5,032

19.4.5 If a married couple (including a de facto married couple) is employed by the same employer, only one removal allowance is payable.

19.4.6 An employer may choose to pay removal allowance money direct to the supplier or to reimburse the employee. Employees must provide receipts if requested to do so.

19.4.7 Employees are not entitled to a removal allowance in the following circumstances:

- (1) where an employee receives payment for removal costs for themselves and their immediate dependants (if applicable) from another source.
- (2) where an employee's employment has been terminated with or without notice for behaviour that justifies instant dismissal.
- (3) where an employee resigns before completing their contract with the employer.
- (4) where the employee is employed as a part-time employee or casual employee.

19.5 Airfare Allowance

19.5.1 Full-time and part-time employees are entitled to an airfare allowance after every 12 months of continuous service if they are stationed in any of the following localities:

- (1) north of the 26th parallel of south latitude; or
- (2) within the local government boundaries of the Shires of Carnarvon, Cue, Dundas, Esperance, Laverton, Leonora, Meekatharra, Menzies, Mount Magnet, Murchison, Ngaanyatjarraku, Sandstone, Shark Bay, Upper Gascoyne, Wiluna or Yalgoo; or
- (3) at any location 150 kilometres east of Kalgoorlie.

19.5.2 The amount of the airfare allowance is equal to the equivalent in value of one return economy class airfare to Perth.

19.6 Higher Duties Allowance

19.6.1 If an employee is called upon by the employer to perform the duties of another employee holding a higher job classification for five consecutive working days or more, the employee is entitled to payment at the first year rate of the higher classification for that period of time.

19.6.2 If the first year rate of the higher classification is the same as the employee's current salary, the employee is entitled to payment at the first step of the higher classification which is above the employee's current salary.

19.7 Availability Allowance / Out of Hours Contact

19.7.1 **Availability** means a situation where an employer gives an employee written instructions to remain contactable outside the employee's normal working hours and to be available and in a fit state at all those times for recall to work. It is not necessary for the employee to be in immediate proximity to a telephone or paging system.

19.7.2 **Availability** does not include situations where employees carry paging devices or make their telephone numbers available for the only reason that they may be needed for casual work or recall work.

19.7.3 An employee who is on availability is entitled to an allowance of \$3.93 per hour.

19.7.4 If an employee who is on availability is recalled to work, he or she is not entitled to an availability allowance for the time spent on recall. Employees are entitled to payment for time spent on recall in accordance with subclause 19.8 of this award.

19.7.5 Where practical, an employer should allow employees not to be on availability from time to time.

19.8 Recall Allowance

19.8.1 Employees who are recalled to work overtime are entitled to payment at the following rates for each recall:

- (1) for the first two hours of recall work – at the rate of one and a half hours pay for each hour of work performed;
- (2) for recall work in excess of two hours – at the rate of two hours pay for each hour of work performed.

19.8.2 Employees who are recalled to work overtime are entitled to payment for a minimum time of three hours work at the appropriate rate specified in paragraph 19.8.1 each time they are recalled. This applies even if the work is completed in less than three hours.

19.8.3 If an employee is on availability, time spent travelling from the place they were on availability to work and back again counts as time spent on recall work.

19.8.4 Employees who are recalled to work overtime are entitled to a motor vehicle allowance in accordance with subclause 19.13 of this award if they are required to use their own private vehicle to travel between home and work. If the employee is required to pay any fares for travel between home and work, the employer must reimburse the employee for the cost of those fares.

19.9 Telephone Allowance

19.9.1 The following arrangements apply where an employer requires an employee to be on availability and the means of contacting the employee while they are on availability is by telephone:

- (1) If a telephone is not already installed in the employee's home, the employee is entitled to an allowance equal to the cost of telephone installation, payable upon installation of the telephone.
- (2) If the employee pays or contributes towards the payment of rent for a telephone in his or her home, the employee is entitled to an allowance equal to 1/52nd of the annual rent paid by the employee for each seven days or part of seven days where the employee is on availability. If a usual feature of the employee's duties requires the employee to be regularly on availability, the employee is entitled to an allowance equal to the full cost of the annual rent paid by the employee.

19.9.2 Employees are entitled to reimbursement for the cost of all telephone calls made on behalf of their employer as a result of being on availability or on recall work.

19.10 Bilingual Qualification Allowance

19.10.1 **Bilingual** means a recognised proficiency in English as well as any one of the Aboriginal or Torres Strait Islander languages.

19.10.2 An employee who is competently bilingual and who is required to use more than one language in the course of their employment is entitled to a bilingual qualification allowance. The amount of the allowance is:

Level 1 **\$1,583 per year**

Level 1 is an elementary level. This level is appropriate for employees who are capable of using minimal knowledge of a language for the purpose of simple communication.

Level 2 **\$3,168 per year**

Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.

19.11 First Aid Officer's Allowance

19.11.1 Employees are entitled to a first aid allowance of \$10.42 per week provided that the following conditions are met:

- (1) The employer must appoint the employee as a first aid officer; and
- (2) The employee must have first aid qualifications from St John Ambulance or another similar organisation.

19.11.2 The first aid officer's allowance counts as wages for all purposes of this award.

19.11.3 Employees are not entitled to payment for time spent giving aid to people outside the employee's regular working hours, unless:

- (1) the employee is on duty at the time; or
- (2) the employer gives the employee permission to accompany a patient to receive treatment.

19.12 First Aid Training Allowance

19.12.1 Employees are entitled to reimbursement for the cost of attending first aid training courses. The training courses must be approved by the employer in order for the employee to be entitled to reimbursement.

19.12.2 Employees are entitled to reimbursement for the cost of text books required as part of a first aid training course. The textbooks will belong to the employer once the employer has reimbursed the employee.

19.13 Motor Vehicle Allowance

19.13.1 Employees are not compelled or required to use their own private motor vehicles for work purposes.

19.13.2 Employees who agree to use their own private motor vehicles for work purposes are entitled to a motor vehicle allowance. The amount of the allowance is the per kilometre rate determined from time to time by the Australian Taxation Office.

19.13.3 If the amount of the motor vehicle allowance is reasonably ascertainable in advance, the employer must pay the allowance to the employee before the employee uses their motor vehicle for work purposes.

19.13.4 Employees are not entitled to a motor vehicle allowance if their employer provides and maintains a motor vehicle free of charge. In these cases, employees must not use the motor vehicle for private purposes unless their employer expressly authorises private use. Where the employer expressly allows an employee to use a work vehicle for non work purposes, the employee shall be responsible for any running costs incurred in such use and must abide by any terms and conditions imposed by the employer.

19.14 Travelling and Camping Allowance

19.14.1 Employees who are required to be away from home overnight on business approved by the employer are entitled to an allowance to compensate for expenditure on meals and accommodation.

19.14.2 The amount of the allowance is:

Where an employee is required to stay overnight on the Lands at a place that is away from the employee's normal place of residence. \$51.34 per night

Where an employee is required to stay overnight at a regional centre. \$132.02 per night

Where an employee is required to stay overnight at a capital city. \$175.99 per night

19.14.3 Employees who are required to operate from a mobile base camp on the Lands are not entitled to any allowance if the employer provides them with food free of charge. However, if the employer does not provide them with food free of charge, employees are entitled to an allowance of \$48.21 per day instead of any of the allowances in paragraph 19.14.2 of this award.

19.14.4 If an employee's actual expenditure on meals and accommodation is higher than the allowance amounts specified in this subclause, the employee is entitled to reimbursement for the reasonable cost of the meals and accommodation. The employee must provide satisfactory proof of the cost of the meals and accommodation if the employer so requests.

19.15 Tools and Equipment Allowance

19.15.1 Employees are not entitled to a tools and equipment allowance if their employer provides them with tools and equipment free of charge.

19.15.2 Where the employer requires an employee to use any tools or equipment in the conduct of their job, the employer must reimburse the employee for the cost of purchasing such tools or equipment.

19.15.3 Employees must provide proof of the cost of such tools and equipment if their employer so requests.

19.15.4 Tools and equipment provided by the employer remain the property of the employer. Employees will be responsible for retaining and maintaining the tools and equipment and the employer shall provide reasonable facilities for the safe-keeping of such tools and equipment

19.16 Uniforms and Protective Clothing Allowance

19.16.1 Employees are not entitled to a uniform or protective clothing allowance if their employer provides them with a uniform or protective clothing free of charge.

19.16.2 Where the employer requires an employee to purchase any protective clothing or uniform to wear at work, the employer must reimburse the employee for the cost of purchasing such protective clothing or uniform.

19.16.3 Employees must provide proof of the cost of the protective clothing or uniform if their employer so requests.

19.16.4 Uniforms and protective clothing: provided by the employer shall remain the property of the employer. Employees will be responsible for retaining and maintaining protective clothing/uniforms.

19.16.5 If (apart from normal wear and tear) employees lose or damage any uniform or protective clothing through their own negligence, they must either replace it or pay for it.

20 SUPERANNUATION

20.1 Definitions

20.1.1 **Fund** means either the Health Employees Superannuation Trust Australia or the Australian Superannuation Savings Employment Trust or the Superannuation Trust of Australia or the Australian Retirement Fund or any other fund which meets the requirements of the Commonwealth Government operational standards for occupational superannuation.

20.1.2 Ordinary time earnings includes:

- (1) the rate of pay for the employee's classification under this award;
- (2) over-award payments;
- (3) allowances which relate to an employee's work or conditions, including tools and equipment allowance, first aid officer's allowance, district allowance, bilingual qualification allowance, availability allowance, recall allowance, higher duties allowance and annual leave loading;

but does not include:

- (4) payments for overtime.

20.2 Employers and Employees must join a Fund

20.2.1 Each employer respondent to this award must apply to become a participating employer of a fund.

20.2.2 Employers must provide each employee who is not already a member of a fund with an application to join a fund and sufficient membership information. Employers must do this within 14 days of the employee's commencement of employment. The Employee must return the application within 14 days of being provided with the application by the Employer.

20.3 Eligibility Date for Contributions

Employees are eligible for superannuation contributions from the commencement of their employment. This applies regardless of when the employer provided the employee with an application to join a fund or when the employee's application to join a fund is accepted.

20.4 Amount of Employer Superannuation Contributions

20.4.1 Employers must make superannuation contributions to a fund for each employee. The contribution must equal the amount required for the employer to comply with the Superannuation Guarantee (Administration) Act 1992 and the Superannuation Guarantee Charge Act 1992 as amended from time to time. This rate is currently 9% of ordinary time earnings.

20.4.2 Employers are not required to make superannuation contributions for any period of unpaid leave, any unauthorised absence, or as part of termination payments, including payments for accrued, unused annual leave.

20.4.3 Employers must make superannuation contributions to a fund on a quarterly basis. An employer and the trustees of a fund may agree for an employer to make superannuation contributions other than on a quarterly basis. Any such agreement must be in writing.

20.5 Additional Voluntary Employee Contributions

20.5.1 Where the rules of a fund allow, employees may make superannuation contributions to a fund in addition to those made by their employer.

20.5.2 Employees who wish to make additional superannuation contributions must give their employer written authorisation to deduct a specified amount from their wages and to pay the amount into a fund in accordance with the fund's rules.

20.5.3 Additional employee superannuation contributions can only be in units of 1% of the employee's ordinary time earnings.

21 SCHOOL BASED APPRENTICES

21.1 A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

21.2 The hourly rates for full-time junior and adult apprentices as set out in this award shall apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

21.3 For the purposes of 21.2 above, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25% of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over a semester or year.

21.4 The school-based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

21.5 For the purposes of this clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

21.6 The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed six years.

21.7 School-based apprentices shall progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice.

21.8 These rates are based on a standard full-time apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

21.9 Where an apprentice converts from school-based to full-time, all time spent as a full-time apprentice shall count for the purposes of progression through the wage scale. This progression shall apply in addition to the progression achieved as a school-based apprentice.

21.10 School-based apprentices shall be entitled pro rata to all of the conditions of employees under this award.

PART 6 – HOURS OF WORK, BREAKS AND OVERTIME

22 HOURS OF WORK

22.1. Ordinary Hours of Work

- 22.1.1 Unless otherwise provided by this clause, ordinary hours for all employees are up to eight hours per day and up to 38 hours per week, excluding breaks taken in accordance with clause 24 of this award.
- 22.1.2 The span of ordinary hours for all employees is 7.00am – 6.00pm, Monday to Friday.
- 22.1.3 The ordinary hours of work shall be continuous except that within each five-hour period an employee shall be entitled to an unpaid break of between thirty minutes and one hour

22.2 Alternative Ordinary Hours of Work

22.2.1 The employer and the majority of employees affected may agree to alter the arrangements for working ordinary hours prescribed by subclause 22.1. Any such agreement must be genuine. The following conditions apply:

- (1) Ordinary hours must not exceed 38 hours per week, or an average of 38 hours per week over a period of no more than four weeks.
- (2) Employees are entitled to at least one clear day off per week.
- (3) Employees who work alternative ordinary hours of work in accordance with an ‘alternative ordinary hours of work’ agreement are entitled to payment of a loading in accordance with subclause 22.3 of this award.
- (4) The agreement must be in writing. The details that must be included in the agreement are specified in paragraph 22.2.3 of this award.
- (5) The arrangements for working alternative ordinary hours of work must be specified in a roster. The conditions for making an ‘alternative ordinary hours of work’ roster are specified in paragraph 22.2.4 of this award.
- (6) An employer must give employees a reasonable opportunity to obtain advice from a representative of their choice before making an ‘alternative ordinary hours of work’ agreement.

22.2.2 ‘Alternative ordinary hours of work’ agreements must be signed on behalf of the employer and by the majority of employees affected by the agreement. A signed ‘alternative ordinary hours of work’ agreement will be treated as if it is part of this award.

22.2.3 The details that must be included in an ‘alternative ordinary hours of work’ agreement are as follows:

- (1) Employees covered by the agreement.
- (2) When the agreement starts.
- (3) When the agreement ends.
- (4) The alternative ordinary hours of work.
- (5) How the agreement can be terminated before it ends.
- (6) Any other terms and conditions that apply.

22.2.4 The conditions for making an ‘alternative ordinary hours of work’ roster are as follows:

- (1) An employer and the majority of employees affected must genuinely agree to any proposed roster system. The employer shall allow time so that a meeting of the employees affected can vote on any proposed roster system.

- (2) Employees may seek advice from a representative of their choice before voting on a proposed roster system.
- (3) The roster system must meet the workplace's needs. It must also have a reasonable regard for individual employee's preferences.

22.2.5 The roster must specify:

- (1) The period of time for which it will operate;
- (2) the shifts in the roster;
- (3) the starting time and finishing time of ordinary hours for each employee's shift.

22.2.6 An employer must display the roster at the workplace in a place or places that are accessible to employees who are covered by the roster.

22.2.7 An employer may change a roster by giving a minimum of 72 hours notice to the employee or employees who will be affected by the change. An employer and those employees may agree on a shorter period of notice.

22.2.8 Employees are allowed to exchange rostered shifts or rostered days off with each other. The following conditions apply:

- (1) The employees must get permission from their supervisor first; and
- (2) If an employee works overtime because of the exchange, he or she is not entitled to payment at overtime rates or to TOIL for the overtime.

22.2.9 Employees who work ordinary hours under an 'alternative ordinary hours of work' agreement in accordance with a roster system are entitled to an additional one day of annual leave for every five shifts that the employee works on Sundays or public holidays.

22.2.10 Alternative ordinary hours of work arrangements which already existed at the time this award first came into force will be treated as if they were agreed to between the employer and the majority of employees at the workplace. The arrangements must still comply with the conditions set out in paragraph 22.2.1 of this award.

22.3 Loadings for Hours Worked Outside Ordinary Hours

22.3.1 Employees who work ordinary hours outside the span of hours in paragraph 22.1.2 are entitled to payment at the following rates:

- (1) a loading of 20% for all hours that the employee works between the end of the span of hours prescribed by paragraph 22.1.2 and 12 midnight on Monday to Friday.
- (2) a loading of 35% for all hours that the employee works between 12 midnight and the start of their span of hours prescribed by paragraph 22.1.2 on any day between midnight on Sunday and the employee's normal starting time on Friday.
- (3) a loading of 75% for all hours that the employee works between midnight on Friday and midnight on Saturday.
- (4) a loading of 100% for all hours that the employee works between midnight on Saturday and midnight on Sunday.

23 MEAL BREAKS

All employees are entitled to an unpaid meal break of between 30 minutes and one hour after each five ordinary hours that the employee works.

24 OVERTIME

24.1 All time that an employee works in the following circumstances is overtime:

- (1) work done in excess of the ordinary daily hours prescribed by clause 22 of this award;
- (2) work done in excess of the ordinary weekly hours prescribed by clause 22 of this award;
- (3) work done outside the hours agreed to under an alternative ordinary hours of work agreement made in accordance with subclause 22.2 of this award.

24.2 Requirement to Work Overtime

Employees are not required to work overtime except to maintain the delivery of essential goods and services or to accommodate the necessities of special work circumstances.

24.3 Permission before working Overtime

Employees must get permission from the Executive Officer or another authorised senior officer before working overtime. An exception is that employees do not have to get prior permission if the urgency of the work means that the employee cannot get permission until after the work is done.

24.4 Payment for Overtime

24.4.1 Employees are entitled to payment for overtime at the following rates:

- (1) for the first two hours of overtime – at the rate of time and a half for each hour of work;
- (2) for overtime in excess of two hours – at the rate of double time for each hour of work.

24.4.2 Where an employee works hours which would entitle that employee to payment of more than one of the penalties or loadings payable in accordance with subclause 22.3 – Loadings for Hours Worked Outside Ordinary Hours and subclause 22.4 – Payment for Overtime of this award, only the highest of such penalty or loading shall be payable.

24.4.3 In calculating overtime, each day must be considered separately.

24.5 Time Off in Lieu of Overtime (TOIL)

24.5.1 Except for casual employees, an employer and individual employees may mutually agree for the employee to accrue time off in lieu of overtime (TOIL) instead of receiving payment for overtime at overtime rates. The following conditions apply:

- (1) TOIL accrues at the appropriate overtime rates:
 - (a) for the first two hours of overtime– at the rate of one and a half hours TOIL for each hour of overtime worked;
 - (b) for overtime in excess of two hours – at the rate of two hours TOIL for each hour of overtime worked.
- (2) TOIL must be recorded in the ordinary payroll system.

- (3) An employer and individual employees must mutually agree on a convenient time for the employee to take accrued TOIL.
- (4) By agreement, the maximum amount of TOIL that employees can accrue is 38 hours and this has to be taken within four weeks of its accrual.
- (5) An employer and individual employees may agree for the employee to accrue a further 38 hours of TOIL. The employee must take this further TOIL in conjunction with annual leave.
- (6) If an employee takes TOIL in conjunction with annual leave, the employee is not entitled to annual leave loading for the TOIL component.
- (7) Employees are entitled to payment of accrued unused TOIL on termination of employment.

24.6 Breaks during Overtime

- 24.6.1 If an employee is required to work overtime of more than two hours and the overtime directly follows the employee's ordinary finishing time, the employee is entitled to a paid 20-minute meal break before starting the overtime.
- 24.6.2 Employees who are working overtime are entitled to a paid tea break of at least 20 minutes after each four hours of overtime. An exception is that employees are not entitled to a paid tea break if they are not required to continue working overtime after the break.

24.7 Reasonable Overtime

- 24.7.1 Subject to subclause 24.1 an employer may require an employee to work reasonable overtime at overtime rates.
- 24.7.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

25 FLEXTIME

25.1 Flexitime Arrangements

- 25.1.1 Flexitime is a system that allows employees to set their own patterns of attendance at work, subject to the requirements of the workplace and the conditions in this award.
- 25.1.2 The employer may offer an employee the ability to work flexible working hours (flexitime) prescribed herein. These provisions shall not apply to casual employees.

25.2 Flexitime Definitions

- 25.2.1 **'Carry over'** means the aggregate amount of flex credit and flex debit accumulated by an employee in a settlement period and then carried forward to the next settlement period in accordance with this clause.
- 25.2.2 **'Core time'** means the time between 9.30 am and 12 noon, and the time between 2.00 pm and 4.30 pm. An employer and the majority of employees in the workplace may agree for core time to be between different times than these.
- 25.2.3 **'Core time leave'** means leave taken by an employee during core time. It does not include leave which is otherwise provided for by this award or any other leave which is approved by an employer.
- 25.2.4 **'Flex credit'** means the accumulated amount of time worked by an employee which is more than 10 standard days in a settlement period. Flex credit includes carry over but does not include overtime which has been compensated for by overtime rates of pay or TOIL in accordance with subclauses 24.4 or 24.5 of this award.
- 25.2.5 **'Flex debit'** is calculated by subtracting the aggregate amount of time worked by an employee in a settlement period from the sum of the standard days in the settlement period. In calculating flex debit:
- (1) any carry over must be taken into account; and
 - (2) absence on paid leave which has been approved by the employer counts as time worked. An exception is that absence on core time leave does not count as time worked.
- 25.2.6 **'Settlement period'** means a fixed period of 10 working days aligned with the fortnightly pay period (or two, weekly pay periods) operating in the workplace.
- 25.2.7 **'Standard day'** means seven hours and 36 minutes per day.

25.3 Working Flexitime

25.3.1 The following arrangements apply to flexitime:

- (1) The employer and the individual employee must agree on a starting time and a finishing time for the employee's work each day.
- (2) Employees must be at work during core time unless they are on core time leave or other leave approved by the employer.
- (3) Employees will usually work 10 standard days in a settlement period.
- (4) Employees work each standard day in continuous shifts at any time between 7.00 am – 6.00 pm Monday to Friday, excluding public holidays.
- (5) Employees will only work outside a standard day if work is available. Employees must get permission from their employer before working outside a standard day. An employer may give general or specific permission for an employee to work outside a standard day.
- (6) If an employee does not comply with flexitime arrangements, the employer may require the employee to revert to working 38 hours per week or an average of 38 hours per week in accordance with subclause 22.1 for a specified period of time.

25.4 Meal Breaks

25.4.1 Employees must take an unpaid meal break of between 30 minutes and two hours each day. An employer must allow employees to take a meal break no later than five hours after starting work.

25.4.2 An employer and employees should cooperate to ensure that workplace requirements are given priority when arranging meal breaks.

24.4.3 Employees are entitled to a paid 10-minute rest period between their starting time and their usual meal break time.

25.5 Core Time Leave

25.5.1 Employees are permitted to take core time leave. The following conditions apply:

- (1) Employees must get permission from their employer before taking core time leave.
- (2) The maximum amount of core time leave that employees may take in any one settlement period is an amount equal to the core time for one day. There is one exception, which is detailed in paragraph 3).
- (3) Employees are not permitted to take an amount of core time leave if it will result in the employee accumulating more than 10 hours flex debit by the end of the settlement period.
- (4) Employees may take core time leave in conjunction with other leave entitlements. Employees must get permission from their employer before doing so.
- (5) Employees may use core time leave for full-day absences or part-day absences.

25.6 Carry Over

26.1 Employees may accumulate flex credits and flex debits. The following conditions apply:

- (1) Employees may carry over a maximum of 10 hours flex credit from one settlement period into the next settlement period.
- (2) If an employee is likely to accumulate more than 10 hours flex credit in a settlement period, the employee must take enough core time leave for his or her flex credits to be within the 10 hour limit. The employer and the employee must agree on a time or times for the employee to take core time leave, which must be before the end of the next settlement period.
- (3) Employees may carry forward a maximum of 10 hours flex debit from one settlement period into the next settlement period.
- (4) If an employee accumulates more than 10 hours flex debit in a settlement period, the employee is not entitled to payment for the flex debit in excess of 10 hours.

26 EXCESS TRAVELLING TIME

26.1 Where an employee is required to work at a place away from his or her normal place of work, the employee is entitled to payment at his/her ordinary rate of pay for all reasonable time spent travelling to and from the different place of work.

26.2 If an employee is required to travel from his or her regular home base to attend work at a distant workplace, the employee is entitled to payment at his/her ordinary rate of pay for all reasonable periods of travel.

27 AMBULANCE DUTY

27.1 The following conditions apply where employees are required to accompany a patient:

- (1) All time spent travelling will count as time on duty.

- (2) Employees are entitled to payment at their normal rate of pay for the time spent travelling, including overtime or penalty rates if applicable.

PART 7 – LEAVE AND PUBLIC HOLIDAYS

28 SICK LEAVE

28.1 Full-time and part-time employees are entitled to paid sick leave if they are sick and unfit to work. Casual employees are not entitled to paid sick leave.

28.2 The amount of paid sick leave is:

Full-time employees	7.6 hours leave for each completed month of continuous service.
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part-time employees	A fraction of 7.6 hours leave for each completed month of continuous service, based on the employee's weekly hours of work as a proportion of 38 hours.
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28.3 The minimum amount of sick leave that an employee may take is one hour.

28.4 Unused sick leave accumulates from year to year.

28.5 Employees are not entitled to paid sick leave for any absence covered by workers compensation or sickness benefits.

28.6 If an employee takes two or more consecutive days of sick leave, the employer may require the employee to provide a medical certificate.

28.7 Employees who are sick and unfit to work must take all reasonable steps to tell their employer of this before their normal starting time. If that is not practicable, the employee must tell the employer as soon as possible.

28.8 Accrued unused sick leave is not payable on termination of employment.

29 ANNUAL LEAVE

29.1 Annual Leave Entitlement

29.1.1 Full-time employees and part-time employees are entitled to four weeks paid annual leave after every 12 months of continuous service.

29.1.2 Unused annual leave carries forward from year to year.

29.2 Time of Taking Annual Leave

29.2.1 Employees should take annual leave at a time that is mutually agreed between themselves and their employer.

29.2.2 Employees must take their annual leave no later than six months after the date that the annual leave accrued. An employer and individual employees may agree for the employee to take annual leave at a later time. Any such agreement must be in writing.

29.2.3 Where the employer and the employee agree, annual leave may be taken in separate periods. An employee shall have the right to take the four weeks consecutively. The employee shall also have the right to apply for periods of annual leave of less than one week.

29.3 Taking Annual Leave in Advance

29.3.1 An employer and individual employees may agree for the employee to take annual leave in advance. The following conditions apply:

- (1) The employee must apply to the employer in writing.
- (2) The employee must have completed at least one month's continuous service.
- (3) The employee is entitled to annual leave loading in accordance with subclause 29.4 – Annual Leave Loading of this award.
- (4) The amount of annual leave that the employee takes in advance will be deducted from the amount of annual leave that the employee otherwise becomes entitled to at the end of 12 months continuous service.
- (5) An employee may take annual leave in advance only if it is convenient for the employer. An employer must not unreasonably refuse to allow an employee to take annual leave in advance.

29.4 Annual Leave Loading

29.4.1 Full-time employees and part-time employees are entitled to annual leave loading of 17.5%, up to a maximum of:

For full-time employees	17.5% of an amount equal to 152 hours pay calculated on average male weekly earnings for the August quarter of the previous calendar year, as determined by the Australian Bureau of Statistics.
For part-time employees	An amount equivalent to that of full-time employees, calculated on a proportionate basis according to the actual hours that the employee works each week.

29.4.2 Employees are only entitled to annual leave loading for the four-week annual leave period provided in subclause 29.1.1 of this award. Employees are not entitled to annual leave loading for any other form of additional annual leave that is provided for elsewhere in this award.

29.4.3 An employer and individual employees may agree for the employer to pay annual leave loading at a time or times other than when the employee is actually taking annual leave.

29.5 Public Holidays During Annual Leave

Public holidays do not count as annual leave. If a public holiday prescribed by this award occurs while an employee is on annual leave and the public holiday is on a day that the employee would normally have worked if he or she were not on annual leave, the public holiday is added to the employee's annual leave period.

29.6 Sickness while on Annual Leave

- 29.6.1 If an employee is sick during annual leave for a period of at least five working days, the employee is entitled to additional annual leave. The amount of the additional annual leave is equivalent to either the duration of the employee's sickness or the amount of sick leave available to the employee, whichever is lower.
- 29.6.2 An employee must provide the employer with a medical certificate before the employee is entitled to additional annual leave due to sickness.
- 29.6.3 If an employee falls sick during annual leave and is entitled to additional annual leave due to sickness, that period must be recorded as sick leave. The employee must take the additional annual leave at a time that is mutually agreed between the employer and the employee.

29.7 Annual Leave must be Taken

- 29.7.1 An employer must not make payment in lieu of annual leave except on termination of employment.
- 29.7.2 Employees must not accept payment in lieu of annual leave except on termination of employment.

29.8 Payment of Proportionate Annual Leave on Termination of Employment

- 29.8.1 On termination of employment, employees are entitled to payment of accrued unused annual leave entitlements. The leave is payable on a proportionate basis for each completed month of continuous service.
- 29.8.2 Employees are not entitled to payment of annual leave loading on any annual leave paid upon termination of their employment.

30 ANNUAL LEAVE TRAVEL TIME

- 30.1 Full-time employees and part-time employees are entitled to two days paid annual leave travel time per year. The following conditions apply:
- (1) Employees are only entitled to paid annual leave travel time if they travel to a capital city while they are on annual leave and they travel there by motor vehicle.
 - (2) Paid annual leave travel time is only available to employees who have completed at least two years continuous service.
 - (3) Employees are not entitled to additional annual leave travel time if they take annual leave in more than one period.
 - (4) Unused annual leave travel time does not accumulate from year to year.
 - (5) Unused annual leave travel time is not payable on termination of employment.

31 REMOTE LEAVE

- 31.1 Full-time and part-time employees are entitled to one additional week of paid annual leave after every 12 months of continuous service if they are stationed in any of the following localities:
- (1) North of the 26th parallel of south latitude; or
 - (2) local government boundaries of the Shires of Carnarvon, Cue, Dundas, Esperance, Laverton, Leonora, Meekatharra, Menzies, Mount Magnet, Murchison, Ngaanyatjarraku, Sandstone, Shark Bay, Upper Gascoyne, Wiluna or Yalgoo; or

(3) At any location 150 kilometres east of Kalgoorlie.

31.1.2 Part-time employees are entitled to payment for a period of remote leave calculated on the average weekly number of hours the employee worked over the 12 months immediately before going on leave.

32 FAMILY LEAVE

32.1 Use of Sick Leave

32.1.1 Employees are entitled to use any accrued sick leave entitlements to provide care and support to members of their immediate family or members of their household who are ill and who need the employee's care and support or who require care due to an unexpected emergency.

32.1.2 The following conditions apply:

- (1) The employee must be responsible for the care of the person concerned; and
- (2) The person concerned must be either a member of the employee's immediate family or a member of the employee's household.

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

32.1.4 **Immediate family** includes:

- (1) a spouse (including a former spouse, de facto spouse, and former de facto spouse). A de facto spouse means a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although they are not legally married; and
- (2) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or the employee's spouse.

32.1.5 Wherever possible, employees must give their employer notice of the following things prior to their absence:

- (1) That the employee intends to take the leave.
- (2) The name of the person who requires care and their relationship to the employee.
- (3) The reasons for taking the leave.
- (4) The estimated length of the employee's absence.

32.1.6 If it is not practicable for the employee to give prior notice of their absence, the employee must notify their employer by telephone of their absence as soon as possible on the day of the absence.

32.2 Unpaid Leave for Family Purposes

If the employer consents, employees may take unpaid leave to provide care to a family member who is ill.

32.3 Use of Annual Leave

If the employer consents, employees may take annual leave to provide care to a family member who is ill.

32.4 Make-up Time

If the employer consents, employees may work make-up time. This means that employees take time off work during ordinary hours and work those hours at a later time, during the span of ordinary hours stipulated in paragraph 22.1.2 of this award.

32.5 Disputes about Family Leave

In the event that a dispute arises in connection with any part of this clause, the matter should be dealt with in accordance with the dispute settling procedure in clause 9 of this award.

33 PUBLIC HOLIDAYS

33.1 Employees are entitled to the following public holidays:

New Year's Day
Good Friday
Easter Saturday
Easter Monday
Christmas Day
Boxing Day
Australia Day
Anzac Day
Queen's Birthday
Labour Day
National Aboriginal Day as determined by the NAIDOC Committee.

33.2 Public holidays are paid holidays if the employee would normally work on that day. Casual employees are not entitled to payment for any public holidays on which they do not work.

33.3 Employees are entitled to any additional public holidays or substitute public holidays that are created by an act of parliament or by proclamation.

33.4 An employer and the majority of employees may agree to substitute another day for any of the public holidays that are set out in this clause. The following conditions apply:

- (1) The agreement must be in writing.
- (2) The employer must give a copy of the agreement to any employee on request by that employee.
- (3) An employer must give employees a reasonable opportunity to obtain advice from a representative of their choice before making an agreement about substitute public holidays.

34 PARENTAL LEAVE

34.1 Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

34.1.2 The provisions of this clause apply to full-time, part-time and eligible casual employees.

34.1.3 An 'eligible casual employee' means a casual employee:

- (1) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

- (2) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

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

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

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

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

34.2 Definitions

34.2.1 For the purposes of this clause **child** means a child of the employee under school age or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

34.2.2 Subject to 34.1.3, in this clause, **spouse** includes a de facto or former spouse.

34.2.3 In relation to 34.7, **spouse** includes a de facto spouse but does not include a former spouse.

34.2.4 **Adoption** includes relative adoption. Relative adoption occurs when a child is adopted by a grandparent, brother, sister, aunt or uncle (either of the whole blood or half blood or by marriage).

34.3 Basic entitlement

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

34.3.2 Subject to 34.6.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- (1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
- (2) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

34.4 Variation of Parental Leave

Where employees take leave under clause 34.3 or 34.5, unless otherwise agreed between the employer and employee, employees may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 34.3 or 34.5.

34.5 Right to request

34.5.1 An employee entitled to parental leave pursuant to the provisions of clause 34.2 may request the employer to allow the employee:

- (1) to extend the period of simultaneous unpaid parental leave provided for in clauses 34.3.2(1) and 34.3.2(2) up to a maximum of eight weeks;

- (2) to extend the period of unpaid parental leave provided for in clause 34.3.1 by a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.

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

34.5.3 Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under clauses 34.5.1(2) and 34.5.1(3) must be recorded in writing.

34.5.4 Request to return to work part-time

Where an employee wishes to make a request under clause 34.5.1(3), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

34.6 Maternity leave

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

- (1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least ten weeks;
- (2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

34.6.2 When the employee gives notice under 34.6.1(1) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

34.6.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

34.6.4 Subject to 34.3.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

34.6.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

34.6.6 Special maternity leave

- (1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- (2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave

- (3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

34.6.7 Recommencement date

Where leave is granted under 34.6.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

34.7 Paternity leave

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

- (1) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and
- (2) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (3) except in relation to leave taken simultaneously with the child's mother under clauses 34.3.2(1), 34.3.2(2) and 34.5.1(1) a statutory declaration stating:
- (4) he will take that period of paternity leave to become the primary care-giver of a child;
- (5) particulars of any period of maternity leave sought or taken by his spouse; and
- (6) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

34.7.2 The employee will not be in breach of 34.7.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

34.8 Adoption leave

34.8.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

34.8.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- (1) the employee is seeking adoption leave to become the primary care-giver of the child;
- (2) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

34.8.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

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

34.9 Variation of period of parental leave

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

34.10 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or longer period as agreed under 34.5.

34.11 Transfer to a safe job

- 34.11.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 34.11.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

34.12 Returning to work after a period of parental leave

- 34.12.1 An employee will notify the employer of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 34.12.2 An employee will be entitled to the position, which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 34.11, the employee will be entitled to return to the position they held immediately before such transfer.
- 34.12.3 Where such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

34.13 Replacement employees

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

34.14 Communication during Parental Leave

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

- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

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

34.14.4 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 34.14.1(1).

35 FUNERAL LEAVE

35.1 Full-time and part-time employees are entitled to five days paid funeral leave upon the death of a person with whom the employee has a close family relationship. Casual employees are not entitled to paid funeral leave.

35.2 An employer has discretion to allow employees to take additional paid funeral leave.

35.3 If an organisation closes because of the funeral of a prominent Community member, the time that the organisation is closed will count as paid leave for full-time and part-time employees. The time that the organisation is closed counts towards the five-day funeral leave entitlement referred to in subclause 35.1.

36 CEREMONIAL LEAVE

36.1.1 Full-time and part-time employees are entitled to 10 days paid ceremonial leave per year.

36.1.2 The following conditions apply to ceremonial leave:

- (1) The employee must be legitimately required by Aboriginal custom or by traditional law to be absent from work to participate in ceremonial activities.
- (2) The leave may only be granted with the authority of the employer's senior Aboriginal management.
- (3) Unused ceremonial leave does not accumulate from year to year.
- (4) Unused ceremonial leave is not payable on termination of employment.

36.1.3 An employer may allow individual employees to extend ceremonial leave by taking other accrued paid leave entitlements or by taking unpaid leave. Any such extension to the leave must be legitimately required by Aboriginal custom or by traditional law.

37 SPECIAL AND EMERGENCY LEAVE

37.1.1 An employer may allow an employee to take paid leave or unpaid leave in exceptional circumstances resulting from a personal obligation beyond the control of the employee.

37.1.2 If an employer allows an employee to take special and emergency leave, the employer may impose whatever terms and conditions it sees fit.

38 JURY SERVICE

38.1.1 Employees who are required to attend for jury service during their regular working hours are entitled to payment at their normal rate of pay for ordinary hours.

38.1.2 If an employee receives any sitting fees for jury service, the employer will deduct an equal amount from the employee's pay.

38.1.3 Employees must notify their employer as soon as possible of the dates on which they are required to attend for jury service.

38.1.4 Employees must provide the following things if requested to do so by their employer:

- (1) Proof of their attendance at jury service.
- (2) Proof of the duration of their jury service.
- (3) Proof of the amount of money they received for jury service.

39 TRAINING LEAVE

Employees are entitled to payment for attending training courses, seminars and conferences that are held during the employee's regular working hours. Employees must obtain prior approval from their employer to attend a training course, seminar or conference in order to receive payment.

40 STUDY LEAVE

40.1.1 Employees may be granted up to five hours paid study leave per week, plus up to two weeks paid leave per year to study for exams and to attend residential school.

40.1.2 The following conditions apply to study leave:

- (1) The study must be directly relevant to the skills and/or knowledge that the employee requires to progress through the classification structure in this award.
- (2) Employees must provide formal proof that they are undertaking this study if their employer requests them to.
- (3) The employer has discretion to approve or refuse an employee's request for study leave. An employer is not required to approve study leave if it will unreasonably affect its productive operations.

41 ENGLISH LANGUAGE STUDY LEAVE

41.1.1 Employees are entitled to a maximum of 100 hours paid leave per year to undertake English language training. The following conditions apply:

- (1) The employee must be from a non-English speaking background.
- (2) The employee must require the English language training in order to progress through the classification structure in this award.

- (3) The English language training must be conducted by an authority that is approved by the employer.

42 DISPUTE SETTLEMENT TRAINING LEAVE

42.1.1 A Union delegate/shop steward (or a recognised employee workplace representative) shall be entitled to, and the employer shall grant, up to five days' leave each year, non-cumulative, to attend courses conducted by an accredited training provider on the following conditions:

- (1) the scope, content and level of the courses are specifically directed at the enhancement of the operation of the dispute settlement procedure;
- (2) the employee must, if required by the employer, provide the employer (prior to the granting of any request for such leave) with the scope, content, level and duration of the course that the employee is requesting to attend;
- (3) reasonable notice (at least 30 days) is given by the Union delegate/shop steward or workplace representative;
- (4) the granting of leave is subject to the operational requirements of the employer;

42.1.2 the Union delegate/shop steward or workplace representative taking such leave shall be paid all ordinary time earnings which normally become due and payable during the period of leave;

42.1.3 leave of absence granted pursuant to this clause shall count as service for all purposes of this award;

42.1.4 employees granted leave under this clause must, upon request from the employer, provide to the employer, satisfactory proof of their attendance at the course and the number of days he or she was in attendance;

42.1.5 the employer is not required to pay the costs of travel, or travel time, to and from the place where the courses are conducted, nor for any accommodation and associated costs during such leave;

42.1.6 in any twelve month period, a maximum of two employees in any one organisation may attend a course.

43 LIBERTY TO APPLY

Liberty to apply is reserved for any employer, who, as a consequence of being bound by this Interim Award, needs to reduce and/or postpone terms that add to its labour cost on the grounds of very extreme or serious economic adversity. The merit of the application shall be determined in the light of the particular circumstances of each case and any material relating thereto shall be rigorously tested. The impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of the application.

SCHEDULE A – CLASSIFICATIONS

A.1 LEVEL 1

A.1.1 Characteristics of Level 1

Employees at Level 1 will need to undertake induction and training. This may include information on the industry, organisation, conditions of employment, career path opportunities, planning and layout of work, procedures, occupational health and safety and equal opportunity.

A.1.2 Job Requirements for Level 1

A.1.2.1 Level 1 is the base level of the classification structure. Employees at Level 1 do not require any previous work experience.

A.1.2.2 Employees at Level 1 will be required to work towards completing structured, accredited on-the-job and / or off-the-job training, including safety training. Alternatively, they may be required to already possess appropriate and relevant experience in some or all of the following areas, which are indicative of the skills required at Level 1:

- (1) Basic oral and written literacy and numeracy skills.
- (2) Developing basic interpersonal skills.
- (3) Plant operation skills.
- (4) Use of hand tools and minor plant.
- (5) Operator skill or experience in the low to medium range.
- (6) Operation of single-function equipment.
- (7) Operator machine maintenance and set up which is of low to medium complexity.
- (8) Basic dimensional control on works other than those that are pre-set by plant.

A.1.2.3 Examples of work that falls within Level 1 are:

- (1) Loader (yard) (borrow pit), chipper, roller (base course), cherrypicker (unconfined working space), tractors and mounted equipment.
- (2) Drivers of vehicles up to two axles.
- (3) Using measuring instruments and tools.
- (4) Basic horticultural and nursery work including gardening, tree pruning, potting, planting and other duties.
- (5) Store work, including inventory and store control.
- (6) Licensed operation of appropriate materials and handling equipment.
- (7) Basic keyboard skills and computer operation.
- (8) Preparing concrete, bitumen and pipe laying to line and grade from plans, drawings and instructions, including form work, levelling, screed, rendering and finishing.

A.1.2.4 Employees at Level 1 will have a sound knowledge of the organisation's safety policy requirements as they relate to the job being undertaken.

A.1.2.5 Employees at Level 1 may also:

- (1) undertake routine activities of a clerical or support nature.
- (2) undertake basic operation of keyboard equipment including data input and word processing at a basic level.
- (3) provide routine information including general reception and telephonist duties.

- (4) undertake routine office duties which involve filing, recording, checking and batching of accounts, invoices, orders, store requisitions and maintenance of an existing records system.

A.1.3 Responsibilities of Level 1

A.1.3.1 Employees at Level 1:

- (1) Will contribute to the operational objectives of their work area.
- (2) will work under supervision, either individually or in a team environment, on a range of projects.
- (3) are responsible for the quality and completion of their own work, subject to direction.
- (4) are responsible for materials, tools, equipment, vehicles, and plant in their use.
- (5) are responsible for quality control and quality assurance procedures, including recognising quality deviations / faults.

A.1.4 Organisational Relationships for Level 1

A.1.4.1 Employees at Level 1 work under direct supervision. Their work outcomes are closely monitored.

A.1.4.2 Problems at this level are generally of a routine nature. An employee's freedom to act is limited by work practices relevant to the area and by specific instructions.

A.1.4.3 Problems are of limited difficulty and assistance is readily available.

A.1.4.4 Employees at Level 1 are required to make technical and operational decisions relating to their own safety and to the work and safety of other employees, clients and the public.

A.1.4.5 There is no scope for interpretation at Level 1.

A.2 LEVEL 2

A.2.1 Characteristics of Level 2

A.2.1.1 Employees at Level 2 work under close direction and undertake routine activities that require the practical application of basic skills and techniques.

A.2.1.2 Employees at Level 2 perform clearly defined activities with outcomes that are readily attainable and clearly defined. The duties of employees at Level 2 will be closely monitored, with instruction and assistance being readily available.

A.2.1.3 Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.

A.2.1.4 Level 2 positions will initially require extensive on the job training, including familiarisation with the goals and objectives of the work section.

A.2.1.5 Level 2 employees will be responsible for the timeliness of their work. They will be required to use basic numeracy, written and verbal communication skills.

A.2.1.6 Supervision of other staff is not a feature at Level 2.

A.2.2 Job Requirements for Level 2

A.2.2.1 Formal qualifications may not be required at Level 2.

A.2.2.2 Some or all of the following skills, knowledge, experience, qualifications and training are needed to perform work at Level 2:

- (1) A developing knowledge of the section / department's function, operation and the technical requirements of the job to be undertaken.
- (2) An adequate knowledge of work practices and policies in the relevant work area.
- (3) A basic knowledge of procedures and equipment that are relevant to the work area.
- (4) Basic numeracy, written and verbal communication skills that are relevant to the work area.

A.2.2.3 No formal qualifications required.

OR

A.2.2.4 An appropriate trade certificate, which is relevant to the work area.

OR

A.2.2.5 Appropriate and relevant equivalent experience together with a developed, sound knowledge of the technical requirements of the job to be undertaken. This may include some or all of the following:

- (1) horticulture and nursery techniques, including turf preparation and management.
- (2) reticulation systems.
- (3) basic materials, equipment and cost estimating and recording.
- (4) basic to medium operator skill, operator machine maintenance and set-up complexity.

A.2.2.6 Employers are expected to offer continued on-the-job training to employees at this level.

A.2.2.7 It is desirable that employees at Level 2 undertake study for an appropriate certificate or that they undertake either internal or external training such as leadership skills training.

A.2.3 Responsibilities of Level 2

A.2.3.1 Employees at Level 2 will contribute to the operational objectives of their work area. A position at this level may include some of the following inputs or those of a similar value:

- (1) Undertaking routine activities of a support nature.
- (2) Undertaking straightforward operation of equipment, which is relevant to the organisation or section.
- (3) Exercising trade skills using various materials and / or specialised techniques.
- (4) Providing routine information to other sections and to the public.
- (5) Applying established practices and procedures, including those of a technical nature.
- (6) Performing elementary tasks within a community service program which require knowledge of established work practices and procedures that are relevant to the work area.

- (7) Preparing cash payment summaries, banking reports and bank statements.
- (8) Operating a computer and / or programs and peripheral equipment and initiating corrective action.
- (9) Operating a word processor and / or other business software where the employee is conversant with and proficient in the use of those systems.
- (10) Operating a desktop publisher.
- (11) Posting journals to ledger, etc.
- (12) Providing secretarial support which requires sound judgement, initiative, confidentiality and sensitivity.
- (13) Applying purchasing and inventory control methods.
- (14) Providing more than routine information.
- (15) Receiving and accounting for monies and providing assistance to clients.
- (16) Calculating and maintaining wage and salary records.
- (17) Assisting with administrative functions.

A.2.4 Organisational Relationships for Level 2

A.2.4.1 Employees at Level 2 work under direct supervision.

A.2.4.2 The extent of the authority for a Level 2 employee includes

- (1) Work outcomes are regularly monitored.
- (2) Freedom to act is limited by standards and procedures.
- (3) Solutions to problems can be found in established procedures and instructions. Assistance is readily available.

A.3 LEVEL 3

A.3.1 Characteristics of Level 3

A.3.1.1 Employees at Level 3 work under regular direction within clearly defined guidelines. They undertake a range of activities that require the application of acquired skills and knowledge.

A.3.1.2 Employees at Level 3 perform functions that are defined by established routines, methods, standards and procedures, with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and / or may contribute specific knowledge and / or specific skills to the work of the organisation. In addition, employees may be required to assist senior officers with specific projects.

A.3.1.3 Employees at Level 3 will be expected to have an understanding of work procedures that are relevant to their work area. They may provide assistance about established procedures to lower-classified employees. In addition, employees at this level may be required to assist in establishing procedures to meet the objectives of a minor function.

A.3.1.4 Employees at Level 3 will be responsible for managing time and for planning and organising their own work. They may be required to oversee and / or guide the work of a limited number of lower-classified employees.

A.3.1.5 Employees at Level 3 could be required to resolve minor work procedural issues in the relevant work area, within established constraints.

A.3.1.6 Graduates who have a relevant three-year degree and who are required to undertake work related to that qualification will be appointed to Level 3, third year.

A.3.2 Job Requirements for Level 3

A.3.2.1 Formal qualifications may not be required at Level 3.

A.3.2.2 Some or all of the following skills, knowledge, experience, qualifications and training are needed to perform work at Level 3:

- (1) Developing skills in oral, written and interpersonal communication with clients and other members of the public.
- (2) Knowledge of established work practices and procedures that are relevant to the work area.
- (3) Knowledge of the policies, regulations and statutory requirements relating to the work area.
- (4) An understanding of clear but complex rules.
- (5) Application of techniques that are relevant to the work area.

A.3.2.3 No formal qualifications required.

OR

A.3.2.4 An appropriate post-trade certificate that is relevant to the work area.

OR

A.3.2.5 Level 3 is the entry point for employees who have a three-year degree, an Associate Diploma or an appropriate certificate without experience.

OR

A.3.2.6 An equivalent level of expertise and experience to undertake the range of activities required, which has been attained through previous appointments or service.

OR

A.3.2.7 Appropriate on-the-job training and relevant experience.

A.3.3 Responsibilities of Level 3

A.3.3.1 Employees at Level 3 contribute to the operational objectives of their work area. A position at Level 3 may include some of the following inputs or those of a similar value:

- (1) Undertaking a range of activities that require the application of established work procedures. Employees may exercise limited initiative and / or judgement within clearly established procedures and / or guidelines.
- (2) Achieving outcomes that are clearly defined.

- (3) Operating general workplace equipment and initiating corrective action at an elementary level.
- (4) Operating and being conversant with relevant workplace equipment. Employees at this level will utilise the functions of those systems and will be proficient in their use.
- (5) Providing support that requires the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work.
- (6) Performing tasks of a sensitive nature including the provision of more than routine information, receiving and accounting for monies and providing assistance to clients.
- (7) Providing para-professional support to qualified officers.
- (8) Overseeing the work of unqualified staff and / or taking charge of a minor function within the organisation.
- (9) Undertaking routine inspection duties which involve the enforcement of general by-laws or regulations.
- (10) Assisting senior officers with special projects.
- (11) Exercising operational responsibility for a single-purpose complex.
- (12) Performing tasks which require knowledge of established work practices and procedures that are relevant to the work area.

A.3.3.2 Where the employee's prime responsibility is to supervise outside employees, positions at Level 3 may include some of the following inputs or those of a similar value:

- (1) Planning and coordinating the activities of employees within a single works function of the organisation.
- (2) Supervising the day-to-day operation of a minor works project.
- (3) Being responsible for a minor works project or programme.

A.3.3.3 Where the employee's prime responsibility lies in a technical field, positions at Level 3 may include some of the following inputs or those of a similar value:

- (1) Applying established practices and procedures in conducting a range of technical activities, including in the fields of construction, engineering, surveying and horticulture.
- (2) Being responsible for a minor project.

A.3.4 Organisational Relationships for Level 3

A.3.4.1 Where relevant, employees at Level 3 will supervise minor works programmes or projects.

A.3.4.2 Employees at Level 3 work under regular supervision.

A.3.4.3 Employees at Level 3 will oversee and guide a limited number of lower-classified employees.

A.3.4.4 The extent of the authority for a Level 3 employee includes

- (1) Work outcomes are monitored.

- (2) Employees have freedom to act within established guidelines.
- (3) Solutions to problems may require the exercise of limited judgement. Guidance will be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

A.4 LEVEL 4

A.4.1 Characteristics of Level 4

- A.4.1.1 Employees at Level 4 work under general direction. They will apply procedures, methods and guidelines that are well established.
- A.4.1.2 Graduates initially appointed to this level will be under the direct supervision of a senior employee.
- A.4.1.3 Employees at Level 4 will solve problems of limited difficulty using knowledge, judgement and work organisational skills that they have acquired through qualifications and / or previous work experience. Assistance is available from senior officers. Employees may receive instruction on the broader aspects of the work. Employees at Level 4 may also provide assistance to lower-classified employees.
- A.4.1.4 Level 4 positions allow employees scope for exercising initiative in the application of established work procedures.
- A.4.1.5 Level 4 employees may be required to supervise. Employees with supervisory responsibilities may undertake some complex operational work. They may also undertake planning and coordination of activities within the work area.
- A.4.1.6 Level 4 employees will be responsible for managing and planning their own work and that of subordinate staff. They may be required to deal with formal disciplinary issues within the work area.
- A.4.1.7 Supervisors should have a basic knowledge of human resource management principles and they should be able to assist subordinate staff with on-the-job training.
- A.4.1.8 Graduates who have a relevant four-year degree and who are required to undertake work related to that qualification will be appointed to Level 4.
- A.4.1.9 It is desirable that employees who have a three-year degree will progress to Level 4 after completing 12 months service at the top of Level 3, after obtaining relevant experience and a satisfactory degree of competence.
- A.4.1.10 Employees with certificate qualifications that are relevant to the work area may be promoted to Level 4 once they have obtained relevant satisfactory service and are required to undertake work related to the responsibilities under Level 4.

A.4.2 Job Requirements for Level 4

- A.4.2.1 Some or all of the following skills, knowledge, experience, qualifications and training are needed to perform work at Level 4:
- (1) A thorough knowledge of the work activities performed within the work area.
 - (2) A sound knowledge of procedural / operational methods for the work area.
 - (3) A working knowledge of statutory requirements that are relevant to the work area.
 - (4) The ability to apply computing concepts.

A.4.2.2 Employees may be required to utilise professional, specialised or technical knowledge.

A.4.2.3 Level 4 is the entry level for employees who have a four-year degree in the relevant discipline.

OR

A.4.2.4 Level 4 is the entry level for employees who have a three-year degree plus a Graduate Diploma in the relevant discipline.

OR

A.4.2.5 Level 4 is the appropriate level for employees who have an Associate Diploma in the relevant discipline plus relevant experience.

OR

A.4.2.6 Level 4 is the appropriate level for employees who have a three-year degree in the relevant discipline plus one year of relevant professional experience.

OR

A.4.2.7 Level 4 is the appropriate level for employees who have an appropriate certificate with relevant experience.

OR

A.4.2.8 Level 4 is the appropriate level for employees who, through previous appointments, service and / or study, have attained an equivalent level of expertise and experience to undertake the range of activities required.

A.4.3 Responsibilities of Level 4

A.4.3.1 Employees at Level 4 contribute to the operational objectives of the work area. A position at this level may include some of the following inputs or those of a similar value:

- (1) Undertaking responsibility for various activities in a specialised area and / or components of the works programme.
- (2) Exercising responsibility for a function within the work area.
- (3) Assisting in a range of functions and / or contributing to the interpretation of matters for which there are no clearly established practices and procedures. This type of activity would not be the sole responsibility of a Level 4 employee.
- (4) Supervising the work of other para-professional staff.
- (5) Regularly undertaking general inspections to enforce compliance with various Acts, regulations, by-laws and policies.
- (6) Advising landholders, local authorities and government employees on eradication / control techniques and measures and informing them of their obligations under relevant legislation.
- (7) Providing advice on requirements for compliance with relevant Acts, codes, regulations, standards, by-laws and organisational policies.
- (8) Undertaking inspections.
- (9) Undertaking minor development assessment duties.

- (10) Exercising operational responsibility for a multi-purpose complex.
- (11) Coordinating elementary community service programmes or a single programme at a more complex level.
- (12) Planning and coordinating elementary community-based projects or programmes.
- (13) Performing moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (14) Providing support which requires a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work.
- (15) Proficiently operating equipment to enable modification, correction and / or identification of operational problems.

A.4.3.2 Where the employee's prime responsibility lies in a professional field, employees at Level 4 will do at least some of the following:

- (1) Undertaking some minor phase of a broad or more complex assignment.
- (2) Providing assistance to senior officers.
- (3) Performing duties of a specialised nature.

A.4.3.3 Where the employee's prime responsibility is to supervise the work of outside employees, that supervision may extend to several elements of the work, including:

- (1) planning and coordinating minor works.
- (2) exercising responsibility for a number of minor works and determining objectives for the functions under their control.

A.4.3.4 Where the employee's prime responsibility lies in a technical field, employees at Level 4 will:

- (1) perform moderately complex functions in various fields including construction, engineering surveying and horticulture.
- (2) assist and review work done by subordinate employees.

A.4.4 Organisational Relationships for Level 4

A.4.4.1 Graduates will work under direct supervision.

A.4.4.2 Other employees will work under general supervision.

A.4.4.3 Level 4 employees may supervise other employees.

A.4.4.5 Level 4 employees operate as a member of a professional team.

A.4.4.6 The extent of the authority for a Level 4 employee includes:

- (1) Employees may set outcomes or objectives for specific projects.
- (2) Graduates will receive instructions on the broader aspects of their work.
- (3) Employees have freedom to act within defined, established practices.

- (4) Problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

A.5 LEVEL 5

A.5.1 Characteristics of Level 5

- A.5.1.1 Employees at Level 5 work under general direction in functions that require the application of skills and knowledge that are appropriate to the work. Guidelines and work procedures are generally established.
- A.5.1.2 Employees at Level 5 will be required to apply knowledge and skills that have been gained through qualifications and / or previous experience in the discipline. Employees will be expected to contribute knowledge towards establishing procedures in the appropriate work-related field. Employees at this level may also be required to supervise various functions within a work area or activities of a complex nature.
- A.5.1.3 Level 5 positions may involve a range of work functions which could contain a substantial component of supervision or require employees to provide specialist expertise or advice in their relevant discipline.
- A.5.1.4 Work at Level 5 requires a sound knowledge of programme, activity, operational policy or service aspects of the work performed within a function or a number of work areas.
- A.5.1.5 Level 5 employees require skills in managing time, setting priorities, planning and organising their own work and that of subordinate staff (where supervision is part of the employee's position). Employees will be required to achieve specific objectives in line with the organisation's goals.
- A.5.1.6 Employees at Level 5 will be expected to set outcomes and to further develop work methods where general work procedures are not defined.

A.5.2 Job Requirements for Level 5

- A.5.2.1 Some or all of the following skills, knowledge, experience, qualifications and training are needed to perform work at Level 5:
- (1) Knowledge of statutory requirements that are relevant to the work area.
 - (2) Knowledge of section procedures, policies and activities.
 - (3) A sound knowledge of the discipline gained through previous experience, training or education.
 - (4) Knowledge of the role of departments, sections and work areas within the organisation and / or service functions.
 - (5) Specialists will require an understanding of the underlying principles in the relevant disciplines.
- A.5.2.2 A relevant four-year degree with two years of relevant experience, or a three-year degree with three years of relevant experience.
- OR
- A.5.2.3 An Associate Diploma with relevant experience.
- OR
- A.5.2.4 Lesser formal qualifications with substantial years of relevant experience.

OR

A.5.2.5 An equivalent level of expertise and experience to undertake the range of activities required, which has been attained through previous appointments, service and / or study.

A.5.3 Responsibilities of Level 5

A.5.3.1 Employees at Level 5 contribute to the operational objectives of their work area. A position at this level may include some of the following inputs or those of a similar value:

- (1) Undertaking activities that may require the exercise of judgement and / or the contribution of critical knowledge and skills where procedures are not clearly defined.
- (2) Exercising responsibility for various functions within the work area.
- (3) Identifying specific or desired performance outcomes.
- (4) Contributing to the interpretation and administration of matters for which there are no clearly established procedures.
- (5) Providing support of a complex nature to senior officers.
- (6) Ensuring that plans, permits and applications comply with appropriate legislation.
- (7) Managing a multi-purpose complex.
- (8) Undertaking a wide range of activities associated with programme, activity or service delivery.

A.5.3.2 Where the employee's prime responsibility lies in a professional field, employees at Level 5 would undertake at least some of the following:

- (1) Liaising with other professionals at a technical level.
- (2) Discussing techniques, procedures and / or results with clients on straightforward matters.
- (3) Leading a team within a discipline-related project and / or a works programme.
- (4) Providing a reference, research, and / or technical information service including the facility to understand and develop technologically-based systems.
- (5) Carrying out a variety of activities that require initiative and judgement in the selection and application of established principles, techniques and methods.
- (6) Performing a range of planning functions and exercising knowledge of statutory and legal requirements.
- (7) Assisting senior officers with planning and coordinating a community programme of a complex nature.
- (8) Undertaking duties in the relevant disciplines and utilising knowledge of procedures and statutory requirements that are relevant to the work area.

A.5.3.3 Where the employee's prime responsibility is to supervise the work of outside employees, employees at Level 5 will:

- (1) exercise responsibility for work groups, including the completion of work assignments, standards of work quality and / or compliance with regulations, codes and specifications;

- (2) assist senior officers with the establishment of work programmes of a complex nature;
- (3) be responsible for part of the works programme budget.

A.5.3.4 Where the employee's prime responsibility lies in a technical field, employees at Level 5 will:

- (1) undertake projects which impact on the section, department and / or organisation's programmes;
- (2) carry out a variety of activities in the field of technical operation which require initiative and judgement in the selection and application of established principles, techniques and methods.

A.5.4 Organisational Relationships for Level 5

A.5.4.1 Employees work under general direction.

A.5.4.2 Employees supervise subordinate staff / contractors, or work in a specialised field.

A.5.4.3 The extent of the authority for a Level 5 employee includes:

- (1) Employees are required to set outcomes within defined constraints.
- (2) Employees provide specialist technical professional advice.
- (3) Freedom to act is governed by clear objectives and / or budget constraints.
- (4) Solutions to problems are generally found in precedents, guidelines or instructions.
- (5) Assistance is usually available.

A.6 LEVEL 6

A.6.1.1 Employees at Level 6 work under limited direction. They usually manage the operations of an organisational element or undertake a management function or provide administrative, technical or professional support to a particular program or activity, across a range of administrative or operational tasks to achieve a result in line with the goals of the organisation.

A.6.1.2 Employees at Level 6 would be expected to set and achieve priorities, monitor workflow and / or manage staffing resources to meet objectives.

A.6.1.3 Employees at Level 6 may undertake a management function involving the administration of a program or activity within the organisation. This includes the provision of advice (including technical or professional advice) or undertaking tasks relating to management or administration of a program or activity, service delivery, including project work, policy, technical or professional advising, preparation or coordination of research papers, submissions on policy, technical or professional or program issues or administrative matters. Liaison with other elements of the organisation, government agencies, State and local authorities and other community organisations may be a feature of work at Level 6.

A.6.1.4 Employees at Level 6 may represent the organisation at meetings, conferences and seminars.

A.6.1.5 Supervision may involve the exercise of technical or professional skill or judgement or may be for administrative purposes only.

A.7 LEVEL 7 MANAGEMENT BAND A

A.7.1.1 Employees at Level 7 Management Band A work under broad direction. They will:

- (1) exercise managerial responsibility for the activities of a department, section or work area and / or operate as a specialist on work of a complex and / or conceptual nature.
- (2) be accountable for reviewing department / section performance, developing and implementing procedural changes, and recommending major policy modifications or initiatives within the parameters of any relevant statutes, regulations, professional or industry standards and departmental budgets.
- (3) develop departmental aims and objectives and implement appropriate strategies to achieve them within allocated resources. This will require the ability to prioritise and allocate resources in an environment of competitive, conflicting and political pressures. Employees at Level 7 may be responsible for the completion of work projects that commit the organisation to long-term plans.
- (4) require communication skills to prepare and / or present complex reports, professional advice or authoritative opinion, funding submissions and correspondence to senior management, the relevant committee of management, community members and groups as well as to external authorities and instrumentalities.

A.7.1.2 Employees at Level 7 may be required to lead, motivate and develop a number of professional officers and support staff requiring considerable experience and a sound knowledge of employment relations issues, principles and practices.

A.7.2 Job Requirements for Level 7

A.7.2.1 Employees at Level 7 may require an appropriate Degree combined with further professional development qualifications in a specialist field or in management, and / or extensive experience, expertise and competence at a level sufficient to perform the required duties.

A.7.2.2 An integral part of progression within Level 7 will be the acquisition and use of skills. These skills will be gained from training course modules and may include the following skill categories if they are appropriate to the duties and responsibilities of the employee's position.

A.7.2.3 Relevant and specific skills or knowledge that are related to specific tasks or positions.

A.7.2.4 Performance management and development, recruitment / selection / interviewing, staff counselling skills, presentation skills, human resource management, time management, budget development and control, policy development and implementation, risk management and project planning.

- (1) Ongoing professional development.

A.8 LEVEL 8 MANAGEMENT BAND B

A.8.1.1 Employees at Level 8 Management Band B will be required to exercise managerial responsibility over diverse and / or highly specialised functions that have a significant strategic effect over the distribution of the organisation's total resources.

A.8.1.2 Employees at Level 8 will be required to meet the classification requirements of Level 7. In addition, they must be able to demonstrate that:

- (1) additional knowledge and experience is required to undertake the duties of their position; and that
- (2) the nature and complexity of the decision making and reasoning required for the position is higher than for Level 7;

- (3) the magnitude of the communication and influence exercised are higher than for Level 7; and
- (4) the extent to which they are responsible and accountable for the functions that they undertake are higher than for Level 7.

A.8.2 Job Requirements for Level 8

A.8.2.1 Employees at Level 8 may require an appropriate Degree combined with further professional development qualifications in a specialist field or in management, and / or extensive experience, expertise and competence at a level sufficient to perform the required duties.

A.8.2.2 An integral part of progression within Level 8 is the acquisition and use of skills. These skills will be gained from training course modules and may include the following skill categories if they are appropriate to the duties and responsibilities of the employee's position.

A.8.2.3 Relevant and specific skills or knowledge related to specific tasks or positions.

A.8.2.4 Performance management and development, recruitment / selection / interviewing, staff counselling skills, presentation skills, human resource management, time management, budget development and control, policy development and implementation, risk management and project planning.

A.8.2.5 Ongoing professional development.

A.9 LEVEL 9 EXECUTIVE BAND A

A.9.1.1 Appointment to Level 9 Executive Band A is at the discretion of the employer.

A.9.1.2 Employees at Level 9 must meet the classification requirements of Level 8. In deciding whether employees should be classified at Level 9, an employer must consider the following things:

- (1) whether additional knowledge and experience are required to undertake the duties of the position;
- (2) the nature and complexity of the decision making and reasoning required;
- (3) the magnitude of the communication and influence exercised;
- (4) the size of the organisation as measured by revenue, number of employees, population, or any other relevant factors; and
- (5) the extent to which the employee is responsible and accountable for the functions undertaken.

A.9.2 Job Requirements for Level 9

A.9.2.1 Employees at Level 9 may require formal tertiary qualifications that are appropriate to the professional needs of the organisation, together with management skill and experience acquired over extensive years in a senior management role.

A.9.2.2 An integral part of progression within Level 9 is the acquisition and use of skills. These skills will be gained from training course modules and may include the following skill categories if they are appropriate to the duties and responsibilities of the employee's position:

A.9.2.3 Relevant and specific skills or knowledge related to specific tasks or positions.

A.9.2.4 Corporate planning and management, advanced financial planning and budget development, advanced negotiation and advocacy skills, human resource management, presentation / media liaison skills, project planning, economic development, and performance management and development.

A.9.2.5 Ongoing professional development.

A.10 LEVEL 10 EXECUTIVE BAND B

Appointment to Level 10 Executive Band B is at the discretion of the employer.

SCHEDULE B – ANNUAL SALARIES

Year of Service	Rate Per Year (\$)
Level 1	
First year	35647
Second year	35647
Third year	35647
Fourth year	35647
Fifth year	36443
Level 2 (100% Base Rate)	
First year	41502
Second year	41502
Third year	41502
Level 3	
First year	44839
Second year	44839
Third year	44839
Fourth year	44839
Level 4	
First year	48861
Second year	48861
Third year	48861
Level 5	
First year	52199
Second year	52199
Third year	52199
Fourth year	52791
Level 6	
First year	56684

Second year	56684
Third year	56684
Fourth year	56684

**Level 7
Management Band A**

First year	61279
Second year	61279
Third year	61279
Fourth year	61279

**Level 8
Management Band B**

First year	65530
Second year	65530
Third year	65530
Fourth year	65530

**Level 9
Executive Band A**

First year	70469
Second year	70469
Third year	70469
Fourth year	70469

**Level 10
Executive Band B**

First year	77594
Second year	79596
Third year	85400

SCHEDULE C – DISTRICT ALLOWANCE BOUNDARIES

The boundaries of the districts referred to in paragraph 21.1.3 of this award are described below. They are also delineated on the plan in Schedule D of the Western Australian Industrial Gazette (WAIG) Volume 73, Part 1, Sub-part 2, page 333.

District 1 means the area within a line commencing on the coast; then east along latitude 28 degrees to a point north of Talling Peak; then due south to Talling Peak; then southeast to Mount Gibson and Burracoppin; then to a point southeast at the junction of latitude 32 degrees and longitude 119 degrees; then south along longitude 119 degrees to the coast.

District 2 means the area within a line commencing on the south coast at longitude 119 degrees; then east along the coast to longitude 123 degrees; then north along longitude 123 degrees to a point on latitude 30 degrees; then west along latitude 30 degrees to the boundary of District 1.

District 3 means the area within a line commencing on the coast at latitude 26 degrees; then along latitude 26 degrees to longitude 123 degrees; then south along longitude 123 degrees to the boundary of District 2.

District 4 means the area within a line commencing on the coast at latitude 24 degrees; then east to the South Australian border; then south to the coast; then along the coast to longitude 123 degrees; then north to the intersection of latitude 26 degrees; then west along latitude 26 degrees to the coast.

District 5 means the area of Western Australia situated between latitude 24 degrees and a line running east from Carnot Bay to the Northern Territory border.

District 6 means the area of Western Australia north of a line running east from Carnot Bay to the Northern Territory border.

SCHEDULE D – NGAANYATJARRA COMMUNITIES

D.1 COMMUNITIES COVERED BY THIS SCHEDULE

D.1.1 The conditions of employment in this schedule apply to the following respondent employers who are Ngaanyatjarra Communities, and they apply to employees who work for those employers:

Irrunytju Community Inc

Kiwirrkurra Community Association

Mantumaru Community Inc

Milyirtjarra Aboriginal Corporation

Ngaanyatjarra Council Aboriginal Corporation

Ngaanyatjarra Health Service

Papulankutja Community Inc

Tjirrkarli Community Association

Tjukurla Community Association

Warburton Community Inc

Warmarn Community Inc

Warakurna Community Inc

Paupiyala Tjarutja Aboriginal Corporation

Punma Aboriginal Corporation

Upurl Upurlila Ngurratja Inc

Western Desert Puntukurnuparna Aboriginal Corporation

D.2 RELATIONSHIP TO MAIN AWARD

D.2.1.1 The whole of this award applies to the parties listed in clause D.1 of this schedule.

D.2.1.2 This schedule should be read in conjunction with the main award. Where there is any inconsistency, the conditions in this schedule apply.

D.3 ANNUAL SALARIES

D.3.1.1 Full-time and part-time employees will be paid an annual salary. They are not entitled to payment of any overtime or to time off in lieu of overtime (TOIL).

D.3.1.2 For full-time employees the minimum annual salary is the appropriate amount for the employee's classification level, as set out in clause 15 of this award. Part-time employees are entitled to a proportionate amount according to the number of hours that the employee works each week.

D.4 ADDITIONAL LEAVE

D.4.1.1 In recognition of the fact that employees are not entitled to overtime payment or time off in lieu of overtime (TOIL), full-time and part-time employees are entitled to additional leave. The amount of additional leave is:

- (1) Five working days paid leave after completing the first three months of continuous service in each year of continuous service.
- (2) An additional five working days paid leave after completing the first six months of continuous service in each year of continuous service.
- (3) An additional five days paid leave after completing the first nine months of continuous service in each year of continuous service.

D.4.1.2 The following conditions apply to additional leave:

- (1) Employees must take additional leave at a time that is mutually agreed with their employer. This must be within one calendar month of accruing the leave.
- (2) If an employee does not take additional leave within one calendar month of accruing the leave, the employee loses the entitlement. An exception is that if an employee is unable to take additional leave within that time because of the operational requirements of the workplace, the employer and the employee may agree for the employee to take the leave at a different time. Any such agreement must be in writing.

D.5 DISPUTES

Any disputes about the application of this schedule should be dealt with in accordance with the dispute settling procedure in clause 9 of this award.

SCHEDULE E – WESTERN AUSTRALIAN STATE AWARDS

(See clause 3 of this award)

E.1 Aged and Disabled Persons Hostels Award 1987

Qualified Cook
Cook Working Alone
Other Cook
Supervisor
Assistant Supervisor
Domestic Workers
Driver

E.2 Aboriginal Medical Services Employees' Award No. A26 of 1987

Field Officer
Environmental Health Worker
Conditionally Registered Health Worker
A Fully Certificated Health Worker
A Fully Certificated Health Worker – Medication Certificate Grade 1
A Fully Certificated Health Worker – Medication Certificate Grade 2
Regional Health Coordinator
Enrolled Nurse
Enrolled Nurse – Special Class
Junior Employees
Gardener
Domestic
Cook
Driver of Motor Vehicle (under 1.2 tonnes)
Driver of Motor Vehicle (exceeding 1.2 tonnes capacity but not exceeding 3 tonnes capacity)
Bus Driver (under 25 passengers)
Storeperson (Grade 1)
Leading Hands

E.3 Nurses' (Aboriginal Medical Services) Award No. A23 of 1987

Nurse Grade 1
Nurse Grade 2

E.4 Child Care (Subsidised Centres) Award No. A26 of 1985

Administrators / Directors
Pre-school Teachers
Child Care Workers
Child Care Aide
Cook / Gardener
Domestic Employee

E.5 Children's Services (Private) Award – Award No. A10 of 1990

Child Care Support Employee – Grade One – Cleaner
Child Care Support Employee – Grade One – Kitchen Hand
Child Care Support Employee – Grade Two
Child Care Giver
Qualified Child Care Giver
Assistant Director
Pre-school Teachers
Director
Director Grade One

E.6 Teachers' Aides (Independent Schools) Award 1988

Teachers' Aide
Teachers' Aide (in Aboriginal Schools)
Teachers' Aide (in Special Schools)
Child Care Workers

E.7 School Employees (Independent Day and Boarding Schools) Award 1980

Cleaner

Domestic employees including Kitchen Attendant, House Attendant, Dining Attendant, Laundry Attendant and Sewing Attendant

Gardener / Groundsperson Grade 1

First Cook (Grade 1), or Cook Working Alone

Gardener / Groundsperson, Grade 2

Sewing Supervisor

Senior Gardener / Groundsperson, Grade 1

First Cook Grade 2

Senior Gardener / Groundsperson, Grade 2

Tradesperson Cook

Head Groundsperson

Further, this award will not apply to employees eligible to be members of the LHMU, provided this exception shall not apply to persons primarily engaged in social and community services work (as defined in clause 7).

SCHEDULE F – EMPLOYER PARTIES BOUND BY THIS AWARD

The parties who are bound by this award are listed below:

PERTH REGION

Aboriginal Alcohol and Drug Service (AADS)(Inc)

Derbarl Yerrigan Health Service

Swan Valley Nyungah Community Aboriginal Corporation

ALBANY REGION

Southern Aboriginal Corporation

PORT HEDLAND REGION

Bloodwood Tree Association

Onslow Women's Group Corporation

BROOME REGION

Kullari Regional Council

GERALDTON / CARNARVON REGION

Yamatji Regional Council

KALGOORLIE REGION

Bay of Isles Aboriginal Community Inc.

Goldfields Land Council Aboriginal Corporation

WESTERN DESERT REGION

Ngaanyatjarra Council (Aboriginal Corporation)

Warburton Community Incorporated

KUNUNURRA REGION

Kalumburu Aboriginal Association

DERBY REGION

Winun Ngari Aboriginal Corporation

VARIATION RECORD

ABORIGINAL COMMUNITIES AND ORGANISATIONS INTERIM AWARD 2011

A 1 OF 2011

Effective: 27 March 2011

Delivered: 24 March 2011

Published at 91 WAIG 476

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE

PART 1 – Application and operation of award

1. Award Title

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2. Arrangement

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(NB. Cl. 13 spelling mistake in actual Order A 1/2013)				
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3. Commencement Date and Period of Operation

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4. Area and Scope

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5. Posting of this award

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6. Definitions

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6B. Minimum Adult Award Wage				
	Cl.	2/11	01/07/11	91 WAIG 1008 & 1165
	Cl.	2/12	01/07/12	92 WAIG 977
	Cl.	1/13	01/07/13	93 WAIG 643
	Cl.	1/14	01/07/14	94 WAIG 867
	Cl.	1/15	01/07/15	95 WAIG 861
	Cl.	1/16	01/07/16	96 WAIG 721
PART 2 – Award Flexibility				
7. Enterprise Flexibility Provisions				
8. Facilitative Provisions				
PART 3 – Dispute resolution				
9. Dispute Settling Procedure				
PART 4 – Employment arrangements				
10. Employment Categories				
11. Notice of Termination				
12. Redundancy				

PART 5 – Classifications, wages, allowances and superannuation				
13. Notice on Commencement of Employment				
14. Classification Levels				
15. Salaries				
16. Payment of Wages				
19. Allowances				
20. Superannuation				
21. School Based Apprentices				
PART 6 – Hours of Work, breaks and overtime				
20. Hours of Duty				
21. Overtime				
22. Shift Work				
23. Meal Breaks				

24. Overtime				
25. Flexitime				
26. Excess Travelling Time				
27. Ambulance Duty				
PART 7 – Holidays and Leave				
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29. Annual Leave				
30. Annual Leave Travel Time				
31. Remote Leave				
32. Family Leave				
33. Public Holidays				
34. Parental Leave				

35. Funeral Leave				
36. Ceremonial Leave				
37. Special and Emergency Leave				
38. Jury Service				
39. Training Leave				
40. Study Leave				
41. English Language Study Leave				
42. Dispute Settlement Training Leave				
43. Liberty to Apply				
SCHEDULE A - Classification				
SCHEDULE B – Annual Salaries				
	Sch.	2/11	01/07/11	91 WAIG 1008 & 1165

	Sch.	2/12	01/07/12	92 WAIG 977
	Sch.	1/13	01/07/13	93 WAIG 643
	Sch.	1/14	01/07/14	94 WAIG 868
	Sch.	1/15	01/07/15	95 WAIG 861
	Sch.	1/16	01/07/16	96 WAIG 721
SCHEDULE C – District allowance boundaries				
SCHEDULE D – Ngaanyatjarra Communities				
SCHEDULE E – Western Australian State Awards				
SCHEDULE F – Named parties to this award				