

Child Care (Subsidised Centres) Award

1. - TITLE

This award shall be known as the Child Care (Subsidised Centres) Award and shall replace the Child Care Centres (Aides) Award No. A 2 of 1983, and the Child Care Centres (Pre School Teachers) Award No. A 3 of 1983 and the Child Care Centres (Child Care Workers) Award No. A 4 of 1983 insofar as those awards relate to government subsidised centres.

1B. - MINIMUM ADULT AWARD WAGE

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

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

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2020.

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

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2020 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the

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

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

(10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$638.20 per week.
- (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$638.20 by 38 and multiply by the number of ordinary hours prescribed for a full time apprentice under the award.
- (c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2020.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

2. - ARRANGEMENT

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3. - AREA

This award shall have effect over the whole of the State of Western Australia.

4. - SCOPE

This award shall apply to all employees employed in the classifications set out in Clause 11. - Wages in government subsidised nurseries, child care of day care services, excluding persons employed pursuant to the Hospital Workers (Ngal-a) Award, No. 6 A of 1958.

Provided that this award shall not apply to Administrators/Directors who are directly employed by local government authorities.

5. - TERM

The term of this award shall be for a period of 6 months from the date hereof.

6. - DEFINITIONS

"Casual Employee" shall mean an employee who is regularly employed for less than four weeks.

"Part Time Employee" shall mean an employee who is regularly employed for less than that prescribed in Clause 8. - Hours of Work of this award, for a full week's work.

"Government Subsidised Centre" shall mean a centre which is provided with funding under children's services programmes or their successors of the Federal Government or State Government through the Department of Community Development or its successors and which includes funding for the Family Centres Programme. Provided that any such funding including Fee Relief, which is provided for the operation of centres which are covered by the Children's Services (Private) Award No. A10 of 1990, does not render those centres within the scope of this definition.

"Sponsoring Body" shall include the Management Committee of the Centre.

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

"Year of Experience" shall mean experience in the appropriate classification. Where there is a dispute as to whether the employee's previous experience shall count for determining the "year of experience" it shall be determined by the Western Australian Industrial Relations Commission.

7. - CONTRACT OF SERVICE

- (1) The contract of service may be terminated by either party by the giving of two weeks' notice on any day to the other party, or by the forfeiture of payment as the case may be of two weeks' pay in lieu of such notice.

Provided that by mutual consent, this notice period may be waived. Provided that this shall not affect the right of the employer to dismiss an employee for misconduct, in which case salary shall be paid up to the time of dismissal only.

- (2)
 - (a) If an employee's work or conduct falls to an unsatisfactory level, to a point where the employee's contract of service is in jeopardy, the sponsoring body shall notify the employee in writing, detailing the areas of dissatisfaction and explaining that the employee has four weeks to reach a satisfactory level.
 - (b) The employee has the right to appeal against the allegations of dissatisfaction specified in paragraph (a) of this subclause and shall have the right to speak on his/her own behalf, or to Union representation before the sponsoring body or its nominated representative/s.
- (3) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of the award provided that such duties are not designed to promote de-skilling.

8. - HOURS OF WORK

- (1) The ordinary hours of work shall be 38 per week for Child Care Givers, E Workers and Support Employees Grade One and Grade Two and 37.5 per week for other employees, to be worked as not more than 8 hours per day between the hours of 7am and 6pm Monday to Friday inclusive. Such hours will be worked continually except for meal breaks.
- (2) Where by agreement between the employer and the employee, the hours of work are arranged to allow an employee to regularly accumulate time off without loss of wages, the daily hours may be extended without payment of overtime to the extent of the agreed accumulation.
- (3) Where, immediately prior to the coming into operation of this award an employer provided an employee with non-contact time for the purpose of planning, preparation and reading, such non-contact time shall not be discontinued because of the operation of this award.
- (4) Where it is agreed between the employer and the employee, contact staff shall be allowed non-contact time for the purpose of planning, preparation and reading.
- (5) Where the regulations governing the staffing level of a child care centre so require, then replacement staff shall be employed during the absence of employees observing non-contact time.
- (6) Any dispute regarding the provision of non-contact time shall be referred to the Industrial Relations Commission for determination.

9. - OVERTIME

- (1) For all work performed on Monday to Friday beyond the ordinary hours or outside the spread of hours as prescribed in subclause (1) of Clause 8. - Hours of Work, payment shall be made at the rate of time and one-half for the first two hours and double time thereafter.
- (2) Work performed on a Saturday or Sunday shall be paid at the rate of double time.
- (3) The provisions of this clause shall not apply to shift workers as defined by Clause 23. - Shift and Weekend Work.

10. - ABSENCE THROUGH SICKNESS

- (1)
 - (a) An employee who is unable to attend or remain at her place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.
 - (b) Entitlement to payment shall accrue at the rate of 1/6th of a week for each completed month of service with the employer.
 - (c) If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than her entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of her inability to attend for work, the nature of her illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.
- (4) The provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the illness or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year, if any, shall be accompanied by such certificate.
- (5)
 - (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when she is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
 - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to her place of residence or a hospital as a result of her personal ill health or injury for a period of seven consecutive days or more and she produced a certificate from a registered medical practitioner that she was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if she is unable to attend for work on the working day next following her annual leave.
 - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time she proceeded on annual leave and shall not be made with respect to fractions of a day.
 - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 14. - Annual Leave.
 - (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 14. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.

- (6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in Volume 65 of the Western Australian Industrial Gazette at pages 1 to 4 inclusive, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmitter shall stand to the credit of the employee at the commencement of service with the transferee and may be claimed in accordance with the provisions of this clause.
- (7) The provisions of this clause with respect to payment to do not apply to employees who are entitled to payment under the Workers' Compensation Act nor to employees whose injury or illness is the result of the employee's own misconduct.
- (8) The provisions of this clause do not apply to casual employees.

11. - WAGES

The total minimum weekly rate of wage payable to persons employed pursuant to this award shall be:

		\$ (Per Week)	A.S.N.A. \$	TOTAL WAGE	
(1)	(a)	Child Care Support Employee - Grade One - Cleaner	412.60	376.80	789.40
		Child Care Support Employee - Grade One - Kitchen Hand	419.30	377.40	796.70
		Child Care Support Employee - Grade Two			
		Step I	423.50	377.70	801.20
		Step II	431.80	378.50	810.30
		Child Care Giver			
		Step I	412.60	376.80	789.40
		Step II	422.00	377.60	799.60
		Step III	431.50	378.40	809.90
		Step IV	441.00	379.30	820.30
		E Worker			
		Step I			837.80
		Step II			846.60
		Qualified Child Care Giver			
		Step 1A	488.00	388.30	876.30
		Step 1B	506.00	390.20	896.20
		Step II	520.40	389.60	910.00
		Step III	534.60	391.20	925.80
		Step IV	549.10	392.70	941.80
	(b)	Assistant Director - Grade One			
		Step I	556.90	393.60	950.50
		Step II	562.40	394.20	956.60
		Step III	570.00	397.30	967.30
		Assistant Director - Grade Two			
		Step I	562.40	394.20	956.60
		Step II	570.00	397.30	967.30
		Step III	577.50	398.00	975.50
		Assistant Director - Grade Three			
		Step I	570.00	397.30	967.30
		Step II	577.50	398.00	975.50

	Step III	591.50	399.60	991.10
(c)	Childrens Programme - Co-ordinator (Family Centre)			
	Step I	506.00	390.20	896.20
	Step II	519.60	389.50	909.10
	Step III	549.10	392.70	941.80
	Step IV	572.60	397.60	970.20
	Step V	598.10	400.20	998.30
	Step VI	621.70	402.90	1024.60
	Step VII	651.20	406.20	1057.40
	Step VIII	683.60	407.50	1091.10
(d)	Qualified Occasional Care/Limited Time (State Government)			
	Step 1A	15.62	12.42	28.04
	Step 1B	16.19	12.49	28.68
	Step II	16.65	12.47	29.12
	Step III	17.11	12.52	29.63
	Step IV	17.57	12.57	30.14

(2) (a) Except as provided hereunder, in paragraphs (b) and (d) of this subclause progression from step to step for Child Care Support Employees Grade One and Two, Child Care Giver, Qualified Child Care Giver, Qualified Occasional Care/Limited Time (State Govt), Childrens Programme Co-Ordinator (Family Centre), Assistant Director Grade One, Assistant Director Grade Two, Assistant Director Grade Three and Pre-School Teacher will be contingent upon:

- (i) 12 months' service at each step; and
- (ii) satisfactory performance at each step.

(b) An employee employed as a Child Care Giver on completion of an introductory child care course shall immediately progress by one additional step beyond that previously determined in accordance with paragraph (a) of this subclause. Additional steps shall be determined in accordance with paragraph (a) of this subclause.

(c) An employee under the age of 21 years who is employed as a Child Care Giver shall be paid a percentage of the rate applicable to an adult employee, taking into account the provisions for progression specified in paragraphs (a) and (b) of this subclause. The percentages of the adult rate shall be:

	% of adult rate
At or under 16 years of age	50
At 17 years of age	60
At 18 years of age	75
At 19 years of age	85
At 20 years of age	95
Thereafter the adult rate	

(ca) An employee who is identified as an E Worker shall be a person who is required to exercise supervision of an infant or toddler area in accordance with the Community Services (Child Care) Regulations ("the Regulations") 1988. At the completion of twelve months satisfactory service that person shall be paid the Step II rate.

(d) An employee at Step IA Qualified Child Care Giver and Step IA Qualified Occasional Care/Limited Time (State Govt.) shall be a person with no previous experience in the industry. At the completion of twelve months satisfactory performance that person shall be paid the Step II rate.

- (e) An employee at Step IB Qualified Child Care Giver and Step IB Qualified Occasional Care/Limited Time (State Govt.) shall be a person with previous experience in the industry. At the completion of twelve months satisfactory performance that person shall be paid the Step II rate.
- (f) A person who is appointed Assistant Director Grade One, Assistant Director Grade Two or Assistant Director Grade Three will be appointed in accordance with the relevant grades outlined in Clause 27. - Classification Definitions and Skill Descriptors subclause (4) of this award, provided that an employer may appoint an Assistant Director to a higher grade.
- (g) Where an employee is appointed to act as the Director of a Centre for more than four days, they shall be paid for the whole of that period as Director according to their level of qualification.

(3) Pre-School Teachers:

(a) Salary Level	\$ (per annum)	A.S.N.A.\$	\$ (TOTAL WAGE)	\$ (per week)
Step I	27105	20320	47425	909.10
Step II	28644	20487	49131	941.80
Step III	29975	20752	50727	972.40
Step IV	31201	20877	52078	998.30
Step V	32432	21018	53450	1024.60
Step VI	33971	21190	55161	1057.40
Step VII	35661	21258	56919	1091.10
Step VIII	37044	21409	58453	1120.50
Step IX	38171	21528	59699	1144.40
Step X	39710	21701	61411	1177.20
Step XI	41243	21868	63111	1209.80

- (b) Three year trained teacher holding a Diploma of Teaching, or equivalent, or a teacher holding a University Degree (other than a Bachelor of Education):

Enter Step I
Exit Step VII

- (c) Teacher holding:

- (i) University degree and Diploma of Education; or
- (ii) University degree and Teacher's Certificate; or
- (iii) Bachelor of Education degree

Enter Step III
Exit Step XI

- (d) Teacher holding the qualifications outlined in (c) above plus a second degree or higher degree such as a graduate diploma or a degree at honours level:

Enter Step IV
Exit Step XI

- (4) (a) The minimum weekly rate of wage payable to persons employed as Director, shall be:

\$ (per week)	\$ (A.S.N.A.)	\$ (TOTAL WAGE)
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Step I	591.50	399.60	991.10
Step II	619.50	402.80	1022.30
Step III	642.10	405.10	1047.20
Step IV	672.60	406.30	1078.90
Step V	704.00	409.80	1113.80
Step VI	729.50	412.50	1142.00
Step VII	744.30	414.10	1158.40
Step VIII	782.60	418.40	1201.00
Step IX	811.00	421.50	1232.50

- (b) A Director will be graded in accordance with paragraphs (c) and (d) of this subclause.
- (c) Within the grades of Director the following categories of progression shall apply:
- (i) Director Grade One (as defined in Clause 27 of this award):
- a Director with two year or three year training, (as defined in paragraph (e) of this subclause):
 - Enter Step I
 - Exit Step IV
 - a Director with four year training (as defined in paragraph (e) of this subclause):
 - Enter Step III
 - Exit Step VI
- (ii) Director Grade Two (as defined in Clause 27 of this award):
- a Director with two year or three year training, (as defined in paragraph (e) of this subclause):
 - Enter Step III
 - Exit Step VI
 - a Director with four year training (as defined in paragraph (e) of this subclause):
 - Enter Step V
 - Exit Step VIII
- (iii) Director Grade Three (as defined in Clause 27 of this award):
- a Director with two year or three year training, (as defined in paragraph (e) of this subclause):
 - Enter Step V
 - Exit Step VIII
 - a Director with four year training (as defined in paragraph (e) of this subclause):
 - Enter Step VII
 - Exit Step IX
- (d) In addition to the grading, level of training and experience relevant to determining the appropriate rate of pay for a Director an employer may advance a Director beyond the steps/increments provided for, taking into account such factors as:
- (i) number of sites supervised, size of centre(s) including number of places centre(s) licensed to cover and/or total number of children taken into care; and/or

- (ii) hours of operation of the centre; and/or
 - (iii) other factors relevant to the exercise of increased skills and responsibilities by the Director.
- (e) "Two year, three year and four year trained" refers to a tertiary or post secondary qualification which is relevant to the position of Director. Where there is a dispute as to whether a qualification is relevant to the position of Director it shall be determined by the Western Australian Industrial Relations Commission.
- (f) Except as provided hereunder, in paragraph (d) of this subclause progression from step to step for Director will be contingent upon:
- (i) 12 months' service at each step; and
 - (ii) satisfactory performance at each step.
- (5) On ceasing employment with an employer, the employee shall be given a written statement of the current Level and Step if appropriate and the date of commencement at that Level and Step to be passed on to the next employer.

It is a condition that no employee shall suffer a reduction in wages by reasons of the coming into operation of any order of the Western Australian Industrial Relations Commission in the implementation of the minimum rates adjustments.

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

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

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

Wage relativities in the Award have been established in accordance with the September 1989 State Wage Case Decision ([1989] 69 WAIG 2917) and the establishment of a Key Minimum Classification Rate for the Qualified Child Care Giver (73 WAIG 101).

12. - DISTRICT ALLOWANCES

- (1) For the purposes of this clause the following terms shall have the following meaning:

"Dependant" in relation to an employee means:

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

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

"Partial Dependant" in relation to an employee means:

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

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

"Spouse" means an employee's spouse including de facto spouse.

"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 not legally married to that person.

- (2) For the purpose of this clause, the boundaries of the various districts shall be as described hereunder and as delineated on the plan at subclause (6) of this clause.

District:

1. The area within a line commencing on coast; thence east along latitude 28 to a point north of Tallering Peak; thence due south to Tallering Peak; thence southeast to Mt. Gibson and Burracoppin; thence to a point southeast at the junction of latitude 32 and longitude 119; thence south along longitude 119 to coast.
 2. That area within a line commencing on the south coast at longitude 119 then east along the coast to longitude 123; then north along longitude 123 to a point on latitude 30; thence west along latitude 30 to the boundary of No. 1 District.
 3. The area within a line commencing on coast at latitude 26; thence along latitude 26 to longitude 123; thence south along longitude 123 to the boundary of No. 2 District.
 4. The area within a line commencing on the coast at latitude 24; thence east to the South Australian border; thence south to the coast; thence along the coast to longitude 123; thence north to the intersection of latitude 26; thence west along latitude 26 to the coast.
 5. That area of the State situated between the latitude 24 and a line running east from Carnot Bay to the Northern Territory border.
 6. That area of the State north of a line running east from Carnot Bay to the Northern Territory border.
- (3) An employee shall be paid a district allowance at the standard rate prescribed in Column II of subclause (6) of this clause, for the district in which the employee's headquarters is located. Provided that where the employee's headquarters is situated in a town or place specified in Column III of subclause (6) of this Clause, the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of subclause (6) of this Clause.
- (4) An employee who has a dependant shall be paid double the district allowance prescribed by subclause (3) of this clause for, the district, town or place in which the employee's headquarters is located.
- (5) Where an employee has a partial dependant the total district allowance payable to the employee shall be the district allowance prescribed by subclause (3) of this Clause plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full time capacity under the Award, Agreement or other provision regulating the employment of the partial dependant.
- (6) The weekly rate of district allowance payable to employees pursuant to subclause (3) of this Clause shall be as follows:

COLUMN I

COLUMN II

COLUMN III

COLUMN IV

DISTRICT	STANDARD RATE	EXCEPTIONS TO STANDARD RATE	RATE
	\$ per week	Town or Place	\$ per week
6	52.70	Nil	Nil
5	43.10	Fitzroy Crossing Halls Creek Turner River Camp Nullagine Liveringa (Camballin) Marble Bar Wittenoom	57.90 53.90
		Karratha	50.70
		Port Hedland	47.20
4	21.60	Warburton Mission	58.40
		Carnarvon	20.40
3	13.70	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	21.60
2	9.70	Kalgoorlie Boulder	3.30
		Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance	13.00
1	Nil	Nil	Nil

Note: In accordance with subclause (4) of this clause employees with dependants shall be entitled to double the rate of district allowance shown.

The allowances prescribed in this subclause shall operate from the beginning of the first pay period commencing on or after January 1, 1995.

- (7) When an employee is on approved annual recreation leave, the employee shall for the period of such leave, be paid the district allowance to which the employee would ordinarily be entitled.
- (8) When an employee is on long service leave or other approved leave with pay (other than annual recreational leave), the employee shall only be paid district allowance for the period of such leave if the employee, dependants or partial dependants remain in the district in which the employee's headquarters is situated.
- (9) When an employee leaves his or her district on duty, payment of any district allowance to which the employee would ordinarily be entitled shall cease after the expiration of two weeks unless the employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the employer.

- (10) Except as provided in subclause (9) of this Clause, a district allowance shall be paid to any employee ordinarily entitled thereto in addition to reimbursement of any travelling transfer or relieving expenses or camping allowance.
- (11) Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in subclause (6) of this Clause, is required to travel or temporarily reside for any period in excess of one month in any district or districts in respect of which such allowance is so payable, the employee shall be paid for the whole of such period a district allowance at the appropriate rate pursuant to subclauses (3), (4) or (5) of this Clause, for the district in which the employee spends the greater period of time.
- (12) When an employee is provided with free board and lodging by the employer or a public Authority the allowance shall be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.
- (13) An employee who is employed on a part-time basis shall be entitled to district allowance on a pro-rata basis. The allowance shall be determined by calculating the hours worked by the employee as a proportion of the full-time hours prescribed by the Award under which the employee is employed. That proportion of the appropriate district allowance shall be payable to the employee.
- (14) The rates expressed in subclause (6) of this Clause shall be adjusted every twelve (12) months ending on December 31 in accordance with the official "Consumer Price Index" for Perth as published by the Australian Bureau of Statistics.

The adjustment of rates shall be effective from the beginning of the first pay period to commence on or after the first day of January each year.

12A. - FARES AND TRAVELLING ALLOWANCES

- (1) Where an employee is required during their usual working hours, by their employer, to work outside their usual place of employment, the employer shall pay the employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) of this clause.
- (2)
 - (a) Where an employee is required and authorised to use their own motor vehicle in the course of their duties they shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangement as to car allowance not less favourable to the employee.
 - (b) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.
 - (c) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June next following.

Rates of hire for use of employee's own vehicle on employer's business

Schedule 1 - Motor Vehicle Allowances

Area Details	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc - 2600cc	1600cc & Under
	Rate per kilometre (Cents)		
Metropolitan Area	88.4	76.8	68.0
South West Land Division	90.9	78.9	70.1

North of 23.5° South Latitude	99.7	86.9	77.4
Rest of the State	93.8	81.5	72.3

Schedule 2 - Motor Cycle Allowances

Distance travelled during a year on Official Business	Rate per Kilometre (Cents)
All areas of the State	30.5

Motor vehicles with rotary engines are to be included in the 1600-2600cc category

13. - SPECIAL LEAVE

- (1)
 - (a) All contact employees shall be entitled to one week's leave without loss of pay on two separate occasions during each year of service performed pursuant to this award.
 - (b) If any award holiday falls within an employee's period of special leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to that period one day being an ordinary day for each such holiday observed as aforesaid.
 - (c) The leave prescribed in paragraph (a) of this subclause shall be given and taken at a time agreed by the employer and employee, provided that the first week's leave in any year shall commence between the beginning of the 5th month and the end of the 6th month of service, and the 2nd week's leave in any year shall commence between the beginning of the 11th month and the end of the 12th month of service. Except that in special circumstances, where it is agreed between the employer and employee, the leave prescribed in paragraph (a) may be given and taken at times other than those prescribed in this paragraph.
 - (d) If, after one month's continuous employment, an employee lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid pro rata according to weeks of service for the special leave which would have accrued to the employee pursuant to this subclause.
 - (e) If the services of an employee terminated and the employee has taken a period of leave in accordance with this clause and if the period of leave so exceeds that to which the employee would become entitled pursuant to paragraph (a) of this subclause the employee shall be liable to pay the amount representing the difference between that taken and the amount which would have accrued in accordance with paragraph (c) of this subclause. The employer may deduct this amount from monies due to the employee by reason of other provisions of this award at the time of termination.
- (2) In lieu of the provisions of Clause 9. - Overtime of this award, the Administrator/Director shall be entitled to take leave as prescribed by subclause (1) of this clause in recognition of duties performed outside regular hours, and in recognition of the importance of all aspects of the Centre being accessible to visitors during regular hours.
- (3) Where, immediately prior to the coming into operation of this award, the employer made provision for an employee to take leave with pay or leave without pay, for professional or personal reasons, such practice shall not be discontinued because of the operation of this award.
- (4) Nothing contained in this clause shall prevent an employer from granting leave with pay or leave without pay to an employee for professional or personal reasons.
- (5) Any dispute concerning the interpretation of this clause shall be referred to the Industrial Relations Commission for determination.

14. - ANNUAL LEAVE

- (1) Except as hereinafter provided a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to an employee by her employer after a period of 12 months' continuous service with such employer.
- (2)
 - (a) In addition to her payment for annual leave an employee shall be paid a loading of 17.5 per cent for 4 weeks leave calculated on her ordinary wage as prescribed.
 - (b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.
- (3) If any award holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to that period one day being an ordinary day for each such holiday observed as aforesaid.
- (4)
 - (a) An employee whose employment terminates after she has completed a 12 monthly qualifying period and who has not been allowed the leave prescribed under this clause in respect of that qualifying period shall be given payment as prescribed in subclauses (1) and (2) hereof in lieu of that leave or, in lieu of so much of that leave as has not been allowed unless:-
 - (i) she has been justifiably dismissed for misconduct; and
 - (ii) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.
 - (b) If after one month's continuous service in any qualifying 12 monthly period, an employee lawfully leaves her employment, or her employment is terminated by the employer through no fault of the employee, the employee shall be paid .077 of a week's pay at her ordinary rate of wage in respect of each completed week of continuous service.
- (5) When computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period an employee is on annual leave, long service leave, observing a public holiday prescribed by this award, absence through sickness with or without pay except for that portion of an absence that exceeds three months, or absence on workers' compensation except for that portion of an absence that exceeds 6 months in any one year.
- (6) In special circumstances and by mutual consent of the employer and the employee annual leave may be taken in not more than two periods, and in such circumstances and by mutual consent of the employer, employee and the Union, annual leave may be taken in not more than three periods.
- (7) Notwithstanding anything else herein contained an employer who observes a Christmas closedown for the purpose of granting annual leave may require an employee to take her annual leave in not more than two periods but neither of such periods shall be less than one week.
- (8) In the event of an employee being employed by an employer for a portion only of a year, she shall only be entitled, subject to subclause (4) of this clause, to such leave on full pay as is proportionate to her length of service during that period with such employer, and if such leave is not equal to the leave given to the other employees she shall not be entitled to work or pay whilst the other employees of such employer are on leave on full pay.
- (9) The provisions of this clause shall not apply to casual employees.
- (10)
 - (a) An employer may allow annual leave to an employee before the completion of 12 months' continuous service as prescribed in subclause (1) of this clause.
 - (b) Where a period of leave has been granted pursuant to this subclause and the services of an employee are terminated and where the period of leave so taken exceeds that which would become due, pursuant to subclause (4) of this clause, the employee shall be liable to pay the amount representing the difference between the amount received by the employee for the period

of leave taken and the amount which would have accrued. The employer may deduct this amount from the monies due to the employee by reason of the other provisions of this award at the time of the termination.

15. - PUBLIC HOLIDAYS

- (1) The following days or the days observed in lieu thereof shall, subject as hereinafter provided, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of the days named in this subclause.
- (2) Where any of the days mentioned in subclause (1) except Anzac Day, hereof fall on a Saturday or Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.
- (3) Any employee who is required to work on the day observed as a holiday prescribed in this clause shall be paid for the time worked at the rate of double time and one-half or, if the employer agrees, be paid for the time worked at the rate of time and one-half and, in addition, be allowed to observe the holiday on a day mutually acceptable to the employer and the employee.
- (4) When an employee is absent on leave without pay, sick leave without pay or workers' compensation any day observed as a holiday on a day falling during such absence shall not be treated as a paid holiday. Where the employee is on duty or available on the whole of the working day immediately preceding a holiday, or resumes duty or is available on the whole of the working day immediately following a day observed as a holiday prescribed by this clause, the employee shall be entitled to be paid for such holiday.
- (5) Where -
 - (a) a day is proclaimed as a holiday or as a public half holiday under Section 7 of the Public and Bank Holidays Act, 1972; and
 - (b) that proclamation does not apply throughout the State or to the metropolitan areas of the State,

that day shall be a whole holiday or as the case may be, a half holiday for the purposes of this award within the district or locality specified in the proclamation.
- (6) A part-time employee shall be entitled to the benefits of this clause only where that employee would normally have worked on the day or day observed in lieu of a Public Holiday prescribed by this clause.
- (7) This clause shall not apply to casual employees.

16. - LONG SERVICE LEAVE

- (1) The Long Service Leave conditions which apply to State Government Wages Employees shall apply to employees covered by this award.
- (2) An employee employed by a Local Government Authority shall be allowed long service leave in accordance with the provisions of the Local Government (Long Service Leave) Regulations.

17. - PAYMENT OF WAGES

- (1) Wages shall be paid weekly or fortnightly, by cash, direct bank transfer or cheque at the option of the employer. Where an employee's service is terminated in accordance with the provisions of this award, payment of all wages due shall be made within two working days of the time the employee ceased employment.

- (2) Each employee shall be provided with a pay advice slip on each day that wages are paid. The pay advice slip shall detail:
 - (a) The rate of wage.
 - (b) The gross wage.
 - (c) The net wage.
 - (d) Any allowances and overtime paid, and any deductions made.
 - (e) The composition of any annual leave payment.
 - (f) The composition of any termination payment.
- (3) No deduction shall be made from an employee's wages without written approval of the employee.

18. - TIME AND WAGES RECORD AND RIGHT OF ENTRY

- (1) A record of the time worked and wages paid to each employee employed under this award shall be maintained by the employer and shall be available for inspection by an accredited representative of the Union upon the giving of reasonable notice of not less than 24 hours to the employer.
- (2) Accredited representatives of the Union shall be permitted to interview employees on the business premises of the employer during non-working times and meal breaks. Provided that the duly accredited representative shall notify the employer beforehand of their intention to exercise their rights under this clause.

Provided further that nothing in this subclause shall empower a duly accredited official of the union to enter any part of the premises of the employer, pursuant to this subclause, unless the employer is the employer or former employer of a member of the Union.

19. - CASUAL AND PART-TIME EMPLOYEES

- (1) Casual employees shall be paid 20 per cent in addition to the rates prescribed in Clause 11.- Wages of this award in lieu of the provisions of Clauses 15.- Public Holidays, 14.- Annual Leave and 10.- Absence Through Sickness of this Award.
- (2) A part-time employee who is employed to regularly work less than 20 hours per week may, with the consent of the employer, elect to be paid as a "casual".
- (3) An employee who is employed as a Qualified Occasional Care/Limited Time (State Govt.) employee as referred to in Clause 11. - Wages, subclause (1), paragraph (a) of this award may be paid as a casual in accordance with the hourly rate in that clause which is inclusive of the 20 per cent casual loading.
- (4) An employee of a state government funded programme for four year old children which operates for less than 41 weeks in a calendar year and who is employed for less than 20 hours per week shall be paid as a "casual".

20. - MATERNITY LEAVE

- (1) Eligibility for Maternity Leave

An employee who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

(a) An employee shall include a part time employee but shall not include an employee engaged upon casual or seasonal work.

(b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

(a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.

(b) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

(c) An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.

(d) An employee shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the 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. If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) hereof.

(4) Variation of Period of Maternity Leave

(a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave

(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(6) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -

- (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work.
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- (c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to safe job pursuant to subclause (3), to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(7) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) hereof does not exceed 52 weeks.

- (a) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

Notwithstanding any award, or other provisions to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the award.

(9) Termination of Employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave

- (a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in

the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
- (e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months qualifying period.

21. - BEREAVEMENT LEAVE

An employee shall, on the death within Australia of a wife, husband, de-facto wife or de-facto husband, father, father-in-law, mother, mother-in-law, brother, sister, child or stepchild be entitled on notice, of leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

Provided that payment in respect of compassionate leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with her roster, or on long service leave, annual leave, sick leave, workers' compensation, leave without pay, or on a public holiday.

22. - MEAL BREAKS AND ALLOWANCES

- (1) Where an employee, without being notified on the previous day, is required to continue working after the usual ceasing time for two hours or more she/he shall be provided with a meal free of charge or be paid \$10.65 for such meal.
- (2) Not less than 30 minutes nor more than one hour shall be allowed for an uninterrupted meal but such time shall not be counted as time worked unless there is no other person present to relieve during an employee's meal break. A maximum of five hours may be worked prior to a meal break.
- (3) All employees shall be allowed a tea break of ten minutes daily between the 2nd and 3rd hour from starting time each day. Such tea breaks shall be counted as time worked: Provided that employees responsible for supervising children continue such supervision during the tea break.
- (4)
 - (a) First Aid - Where an employee is required to hold a first aid certificate the employer shall be responsible for the cost of such training.
 - (b) Health Screening – Where an employee is required to undergo any health test or screening to comply with the Regulations the employer shall be responsible for the cost.

- (c) Police Clearance – Where an employee is required to obtain a police clearance to comply with the Regulations, the employer shall be responsible for the cost.
- (5) An employee is not entitled to re-imbusement under Clause 22(4) where it is a condition of an offer of employment that the requirements of Clause 22(4) be met by the employee.
- (6) Where an employee's employment is terminated less than three months after costs are incurred that entitles an employee to re-imbusement under Clause 22(4), any costs paid by the employer under Clause 22(4) may be deducted from the employee's termination pay.
- (7) Where re-imbusement is sought for expenses incurred under Clause 22(4), the employer may require as a condition of re-imbusement that an employee obtain the services from a particular provider.

23. - SHIFT AND WEEKEND WORK

- (1)
 - (a) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m. or commencing between midnight and 5.00 a.m.
 - (b) "Day Shift" means the period from 7.00 a.m. to 6.00 p.m.
 - (c) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
 - (d) "Early Morning Shift" means any shift commencing at or after 5.00 a.m. and before 7.00 a.m.
 - (e) "Shift Employees" means only those employees working at Centres which are licensed by the Western Australian Department for Community Services to operate outside of the hours specified in subclause (1) of Clause 8. - Hours of Work of this award.
 - (f) The following shift allowances shall be paid in addition to the ordinary hourly rate for all time worked -

Early Morning shift	10%
Afternoon shift	15%
Rotating Night shift	17.5%
Permanent Night shift	30%
- (2)
 - (a) All time worked between midnight on Friday and midnight on Saturday shall be paid for at the rate of time and one half.
 - (b) All time worked between midnight on Saturday and midnight on Sunday shall be paid for at the rate of double time.
 - (c) The rates prescribed in this subclause shall be in substitution for and not cumulative upon the rates prescribed in subclause (1) of this clause.

24. - LIBERTY TO APPLY

Liberty is reserved to the parties to this award to apply to amend this award in respect of non-contact time, long service leave and maternity leave, wage relativities associated with an Assistant Director and Children's Programme Co-ordinator (Family Centre), progression for part-time employees and progression within classifications of Child Care Support Employees, rates associated with the classification of Director beyond Step IX and rates associated with junior employees.

25. - SUPERANNUATION

The superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribed provision titled - Compliance, Nomination and Transition.

Subclause (1) shall apply to all employees other than employees of local government authorities.

(1) (a) In this subclause:

"The Fund" means Westscheme;

"Ordinary time earnings" means the salary, wages or other remuneration periodically received by the employee in respect of the time worked in ordinary hours and shall include shift work penalties in the case of the employee being a shift worker, payments which are made for the purpose of District or Location Allowances or any other rate paid for all purposes of the award to which the employee is entitled for ordinary hours of work PROVIDED THAT "ordinary time earnings" shall not include any payment which is of a similar nature to or is paid for the same reasons as, or is paid in lieu of payments for overtime, disability payments, vehicle allowances, fares or travelling time allowances (including payments made for travelling related to distant work), commission or bonus;

"Eligible employee" means a full-time, part-time or casual employee for whom 9% of ordinary time earnings is greater than \$3.00 in the case of part-time and casual employees, and greater than \$4.00 in the case of full-time employees.

(b) The employer shall make monthly superannuation contributions to the Fund for and on behalf of eligible employees, and such contributions shall be not less than 9% of the employee's ordinary time earnings.

(2) This subclause shall apply only to employees of local government authorities.

(a) Definitions

(i) "Employee" means an employee of a respondent to this award who has been employed for at least 30 days but shall exclude an employee who is paid \$50.00 per week or less. For the purpose of this definition, 30 days means a date 30 days from commencement with the employer.

(ii) "Fund" means the W.A. Local Government Superannuation Scheme.

(iii) "Ordinary time earnings" means the base classification rate, in charge rates, shift penalties, overaward payments, location allowance and any other all purpose allowance or penalty and casual loadings, but excludes overtime payments.

(b) Employer Contributions

(i) (aa) Each local government employer shall in respect of each employee who has completed 30 days of continuous service, contribute to the Fund, an amount equal to three percent (9%) of ordinary time earnings of such employee.

(bb) The employer contribution shall be effective from the date the employee commences employment or the date of operation of this clause whichever is the later.

(ii) No contributions shall be made for:

(aa) periods of unpaid leave or unauthorised absences; or

(bb) termination payments including annual leave.

- (iii) Each respondent employer shall make such contributions monthly or at such other times as may be agreed in writing between the trustees of the Fund and the employer from time to time.

(c) Additional Voluntary Employee Contributions

Where the rules of the fund allow an eligible employee to make additional voluntary contributions, an eligible employee may elect to make additional contributions to the Fund and the employer shall, where an election is made upon the direction of the employee, deduct contributions from the employee's wages and pay them to the Fund in accordance with the direction of the employee and the rules of the Fund, provided that such contributions shall be in units of 1% of wage to a maximum of 4%.

(d) Employee Entry Into Fund

- (i) The employer must provide an employee with an application to join the Fund and a membership information leaflet within 21 days of the operative date of issue of this order or within 7 days of an employee's commencing employment, whichever is the later.
- (ii) the employer is not obliged to make contributions to the Fund -
 - (aa) where an employee has completed a letter of denial in accordance with paragraph (iv); or
 - (bb) where an employee has not completed and returned the application referred to in paragraph (i) within 35 days of the operative date of this clause or within 21 days of an employee commencing employment, whichever is the later.

Provided that an employer shall make contributions to the Fund from the date on which the employee subsequently completes an application form, notwithstanding that a letter of denial may have previously been completed.

- (iii) If the employer fails to provide the employee with the application form referred to in paragraph (c)(i) within the time prescribed in that paragraph the employer shall be obliged to make contributions as if the application had been provided within the prescribed time, provided that the employee returns the application within 14 days of being provided with the application by the employer.
- (iv) The letter of denial shall be in the following form:

To (employer)

I have received an application for membership of the non-contributory W.A. Local Government Superannuation Scheme and understand:

1. that should I sign such form you will make contributions on my behalf; and
2. that I am not required to make contributions of my own; and
3. that no deductions will be made from my wages for superannuation without my consent.

However, I do not wish to be a member of the Scheme or have any contributions made on my behalf.

Signature

Name

Address

Classification

Date

(e) Date of Operation

This clause shall operate with effect from 6 December, 1989 in respect of three percent (3%) of ordinary time earnings.

Compliance, Nomination and Transition

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30 June 1998 -

- (a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -
 - (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and
 - (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;
- (b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;
- (c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;
- (e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
- (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;

Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme -

- (g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;
- or
- (h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

26. - AWARD MODERNISATION AND ENTERPRISE CONSULTATION

- (1) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of the industry, and to enhance the career opportunities and job security of employees in the industry.
- (2) At each centre or service a consultative mechanism may be established by the employer, or where requested by the employees or their union, shall be established. The consultative mechanism and procedure shall be appropriate to the size, structure and needs of the particular centre or service.
- (3) Where a consultative mechanism is established, it shall be free to address any matters which are consistent with the objectives as outlined in subclause (1) of this clause.
- (4) Discussions that take place within the framework of the consultative mechanism will have regard to the following requirements:
 - (a) the changes sought shall not affect provisions reflecting state standards;
 - (b) the majority of employees affected by any proposed change at the centre or service must be informed of the proposed change, and the majority of such employees, must genuinely agree with the proposal;
 - (c) any proposed agreement shall not, in the context of a total package, provide for a set of conditions of a lesser standard than that provided by the award, and no employee shall have a lesser income as a result of the conditions proposed in the agreement;
 - (d) when discussions affect wages and/or conditions of employment, the union must be invited to participate;
 - (e) the parties to the award, shall not unreasonably oppose any proposed agreement which results from the consultative process outlined in this clause;
 - (f) any agreement proposed pursuant to this clause, relating to an award matter, shall be subject to ratification by the Western Australian Industrial Relations Commission and, if it is approved, such agreement shall then operate as a schedule to this award and take precedence over any provision of this award to the extent of any inconsistency;
 - (g) if agreement to any proposal arising out of the consultative process outlined in this clause cannot be reached, then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

27. - CLASSIFICATION DEFINITIONS AND SKILL DESCRIPTORS

(1) Child Care Support Employee

(a) Grade One

Definition: An untrained ancillary employee employed to clean or work as a kitchen hand.

Skill Descriptors: Such an employee is:

- Responsible for the quality of the employees own work subject to direct supervision;
- Works under direct supervision either individually or in a team environment;
- Exercises discretion within the level of the employee's skills in the performance of tasks.

(b) Grade Two

Definition: An untrained ancillary employee who is employed to undertake cooking or gardening duties.

Skill Descriptors: Such an employee:

- Works under routine supervision either individually or in a team environment;
- Is responsible for assuring the quality of the employee's own work subject to routine supervision;
- Is required to exercise discretion during the course of their own work.

(2) Child Care Giver

(a) Definition: An employee at this level shall be a child care giver working under routine supervision, engaged to assist in the supervision and care of children and generally to assist in the functioning of the centre.

(b) Step I

* An employee with no prior industry experience.

* Is able to perform routine duties requiring the exercise of knowledge and skills at a primary level.

Responsibilities of an employee at this step may include the following:

- Maintain a clean, hygienic environment
- Maintain and attend to personal hygiene of children
- Maintain and attend to own personal hygiene
- Attend to nutritional needs of children
- Respond to child's apparent ill-health
- Respond to accident, emergency or threat
- Implement routines which enhance well being
- Interact positively and appropriately with children
- Participate in the planning and preparation of programmes
- Assist to prepare an environment based on programme requirements
- Assist in the implementation of programmes
- Contribute to team approach
- Seek to further professional development
- Liaise effectively with parents
- Uphold the Centre's philosophy

- Participate in appropriate administrative processes
- Contribute to maintenance and care of buildings and equipment
- Implement Centre policies and procedures

(c) Step II

* An employee at this step shall be competent to perform work above and beyond the level of skill of an employee at Step I.

(d) Step III

* An employee at this step shall be competent to perform work above and beyond the level of skill of an employee at Step II.

(e) Step IV

* An employee at this step shall be competent to work over and above the level of skill of an employee at Step III. Additional duties may include the following:

- Assist in the facilitation of programmes suited to the needs of individual children and groups
- Provide input to trained staff by observations of individual children and groups
- Work under direction with individual children with special needs.

(2a) E Worker

(a) Step I An employee in their first year of being classified as an 'E Worker':

- * Is able to display various methods and techniques of child management.
- * Is able to direct other staff members when exercising responsibility in allocated area.
- * Possess observational skills in excess of a child care giver.

(b) Step II An employee who has at least one years experience as an E Worker shall be able to perform the responsibilities identified in Step I at a higher skill level and also:

- * Participate in a team approach to the delivery of care.

(3) Qualified Child Care Giver

(a) Definition: An employee at this level shall be an employee who holds the qualification of Associate Diploma Social Science (Child Care) or an approved equivalent qualification which is recognised and approved by the Child Care Services Board authorising the employee to be in charge of children 0-6 years and who are so appointed. It shall also include persons employed as supplementary service grants (SUPS) employees and persons who do not hold approved qualifications but who have obtained an exemption from the Child Care Services Board to work at this level and who are so appointed.

(b) Step IA and IB

* Responsibilities of an employee at this step may include the following:

- Ensure the Centre or Service's policies are adhered to

- Ensure the maintenance of a safe working environment
- Liaise with parents in consultation with the Director
- Display various methods and techniques of child management
- Direct other staff members as required
- Participate in a team approach to the delivery of care
- Possess observational skills in excess of a Child Care Giver
- In consultation with the Director and Senior Staff develop, implement and monitor a developmental programme
- Develop, implement and maintain daily routines
- Work under direction with individual children with special needs.

(c) Step II

* An employee at this step shall be competent to perform work above and beyond the level of skill of an employee at Step I.

* In addition to the responsibilities of an employee at Step I, responsibilities may also include the following:

- Provide advice to Child Care Givers on reasons for the developmental programme
- Guide untrained staff in methods and techniques of child management
- In conjunction with the Director and Senior Staff, review developmental programmes
- Assist the Director with the assessment of students on placement
- Where appointed work as the person in charge of a group of children in the age range 0-6 years
- Possess observational skills in excess of an experienced Child Care Giver and the ability to programme for a child's development based on these observations.

(d) Step III

* An employee at this step shall be competent to perform work above and beyond the level of skill of an employee at Step II.

* In addition to the responsibilities of Step II, responsibilities may also include the following:

- Advise the Director of changes perceived as necessary to developmental programmes
- Participate in a team approach to delivery of the programme and advise untrained care givers and junior trained care givers on reasons for the programme
- Possess the ability to formulate and implement a child's special needs programme.

(e) Step IV

* An employee at this step shall be competent to perform work above and beyond the level of an employee at Step III.

* In addition to the responsibilities at Step III, responsibilities may also include the following:

- Liaise with parents
- Initiate changes to the children's programmes including special needs programmes
- Develop, implement, evaluate and maintain daily routines independently
- Provide advice to Director on Centre's needs.

(4) Assistant Director

(a) Description: An Assistant Director with qualifications and experience as Qualified Child Care Giver who assists the Director with the administration of the Centre and is appointed as such.

(b) Skill Descriptor: An employee at this level shall be expected to perform skills above and beyond those as Qualified Child Care Giver. That person:

- Performs work under limited supervision either individually or in a team environment;
- Provides guidance and assistance as part of a work team;
- Assists in the provision of on-the-job training to other employees;
- Exercises broad discretion.

(c) An Assistant Director shall be appointed:

(i) Assistant Director Grade One:

A person responsible for the co-ordination of programming within the Centre, or

(ii) Assistant Director Grade Two:

A person who, undertakes, in addition to Grade One responsibilities, administrative and supervisory functions, or

(iii) Assistant Director Grade Three:

A person whose tasks are predominantly non-contact or a person whose Director has responsibilities for more than one Centre.

(5) Children's Programme Co-ordinator (Family Centre)

(a) Description: An employee at this level shall hold qualifications as for Qualified Child Care Giver and shall be responsible for the overall implementation and co-ordination of the four year old Family Centre Programme, except where the co-ordinator has a Diploma of Education (Early Childhood Education) or equivalent qualifications in which case they shall be paid as a Pre-School Teacher.

(b) Skill Descriptor: Responsibilities of Children's Programme Co-ordinator (Family Centre) may include the following:

- . To promote and work within the Family Centre philosophy;
- . To facilitate the development of an environment that meets the individualised emotional, social, educational and physical needs of the children;

. Create links and maintain a good working relationship between staff, Committee, parents, Community, User Groups and the Centre;

. To be sensitive to the cultural diversity and individual rights and needs of each child;

. To ensure the Service operates in accordance with the requirements of the Community Services (Child Care) Regulations 1988 and Family Centre Programme Guidelines;

To supervise the Assistant Early Childhood Worker (Assistant Children's Activity Leader);

To plan and implement a Social Development Programme for four year old children within the Family Centre Programme Guidelines;

To encourage parents to feel they are a part of the Centre and can participate in any of the programmes;

To provide monthly reports to the Management Committee;

To oversee administration and maintenance, order stock and develop inventories in relation to the four (4) year old programme;

To supervise and train students on placement;

To prepare draft budgets for the Management Committee; and

To take enrolments for places in the Family Centre.

(6) Pre-School Teachers

(a) Three year trained teacher holding a Diploma of Teaching, or equivalent, or a teacher holding a University Degree (other than a Bachelor of Education):

(b) Teacher holding:

(i) University degree and Diploma of Education; or

(ii) University degree and Teacher's Certificate; or

(iii) Bachelor of Education degree

(c) Teacher holding the qualifications of a second degree or higher as outlined in the award.

(7) Director

(a) Definition: A Director shall be a person who meets the minimum requirements for a Co-ordinator in accordance with the Community Services (Child Care) Regulations 1988 and who undertakes the duties and responsibilities outlined in paragraph (b) of this clause.

(b) A person appointed as a Director shall be graded as follows:

(i) Director Grade One: a person appointed with overall responsibility for programming who is not directly responsible for the effective supervision of the child care service or, is subject to supervision in the day to day operation of the centre; or

(ii) Director Grade Two: a person who, in addition to the duties and responsibilities of a Director Grade One, may be required to undertake a basic role in financial control on a day to day basis eg. administering fee relief; or

(iii) Director Grade Three: a person who, in addition to the duties and responsibilities of a Director Grade Two, may be required to, in part or in whole:

- Prepare annual budgets;
- Provide reports and policy proposals to Committees of Management;
- Exercise discretion within the budget in operating the service on a day to day basis.

(c) Responsibilities of a Director may include the following:

- Be responsible for the administration and supervision of the service;
- Ensure that a consistently high quality of child care is maintained, through the planning, organisation and implementation of a program that will adequately meet the intellectual, physical, emotional and social needs of children;
- Supervise and appraise staff;
- Select and train staff as required;
- Develop and promote the aims and policies of the service, in conjunction with the service sponsors/management committees/proprietors;
- Maintain personnel records and be responsible for the application of relevant industrial awards and legislation;
- Keep accounts and handle clerical matters, as required;
- Assist the service sponsors/proprietor with financial management, budgeting and planning, as required;
- Ensure that the service adheres to all relevant regulation and meets all accountability requirements;
- Provide reports to the management committee/sponsor/proprietor, as required;
- Provide parents with information relating to the service's operations;
- Ensure that adequate enrolment procedures are established;
- Provide opportunities for staff development;
- Liaise with other associated organisations, agencies and Government departments;
- Co-ordinate and supervise the placement of students within the service.

28. - SUPPORTED WAGE SYSTEM

(1) This clause defines the conditions which will apply to employees who, because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause the following definitions will apply:

(a) "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".

- (b) “Accredited Assessor” means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.
- (c) “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.
- (d) “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.

(2) Eligibility Criteria

- (a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level 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 who meet the impairment criteria for receipt of a Disability Support Pension.
- (b) This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers’ compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their employment.
- (c) (ii) Provided that this exclusion shall not prevent Services funded under Section 10 or 12A of the Act referred to in subparagraph (i) hereof, engaging persons who meet the eligibility criteria under the Supported Wages System, on work covered by this Award, where both parties wish to access the System and all other criteria are met.

(3) Supported Wage Rates

New Section's Body

- (b) Provided that the minimum amount payable shall not be less than \$45.00 per week.
- (c) Where a person’s assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

(4) Assessment of Capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) the employer and the union party to the award, in consultation with the employee, or;
- (b) the employer and an accredited assessor agreed to by the employer and the Union party to the award in consultation with the employee.

(5) Lodgement of Assessment Instrument

- (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union which is party to the award is not party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.
- (a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Western Australian Industrial Relations Commission.

- (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union which is party to the award is not party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.
- (6) Review of Assessment
- The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.
- (7) Other Terms and Conditions of Employment
- Where an assessment has been made the applicable percentage shall apply to the wage rate only. Employees covered by the provision of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this award, but be paid at the rate of wage as determined in accordance with this clause.
- (8) Workplace Adjustment
- An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.
- (9) Trial Period
- (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (c) The minimum amount payable to the employee during the trial period shall be no less than \$45.00 per week.
- (d) Work trials should include induction or training as appropriate to the job being trailed.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the assessment under subclause (4) of this clause.
- (10) The conditions of employment, as agreed, to apply during a trial period or in a continuing employment relationship shall be documented, a copy of which shall be provided by the employer to the person employed in accordance with this clause.

29. - REDUNDANCY

- (1) Definition
- Redundancy occurs when an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- (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.

(3) Severance Pay

In addition to the period of notice prescribed for ordinary termination in the contract of service clause in this award an employee whose employment is terminated by reason of redundancy must be paid, subject to further order of the Commission, the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
1 year or less	Nil
1 year and up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	6 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and over	8 weeks pay

(b) "Weeks pay" means the ordinary time rate of pay for the employees concerned.

(c) Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

(4) Employee leaving during notice period

An employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice.

(5) Alternative employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

(6) Time off during notice period

(a) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(7) Superannuation benefits

(a) Subject to further order of the Commission where an employee who is terminated received a benefit from a superannuation scheme, he or she shall only receive under subclause (3) hereof the difference between the severance pay specified in that clause and the amount of the superannuation benefit he or she receives which is attributable to employer contributions only.

(b) If this superannuation benefit is greater than the amount due under subclause (3) hereof then he or she shall receive no payment under that clause.

(8) Employees exempted

- (a) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct, and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.
- (b) Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall, once the traineeship is completed and provided that the trainee's services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship shall be counted as service in determining any future redundancy entitlements.

(9) Incapacity to pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.
 - (a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.
 - (b)
 - (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.
 - (ii) Discussions at this level will take place as soon as practicable.
- (3) The terms of any agreed settlement should be jointly recorded.
- (4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.
- (5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.
- (6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission..

SCHEDULE A - PARTIES TO THE AWARD

The following organisation is a party to this award:

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

SCHEDULE B - RESPONDENTS

Catherine McAuley Day Care Centre
Station Street
WEMBLEY WA 6014

Bassendean Town Council
48 Old Perth Road
BASSENDEAN WA 6054

City of Bayswater Child Care Centre Association (Inc.)
27 Silverwood Street
EMBLETON WA 6062

City of Bayswater Neighbourhood Centre
42 Rudloc Road
MORLEY WA 6062

City of Belmont
215 Wright Street
CLOVERDALE WA 6105

City of Nedlands
71 Stirling Highway
NEDLANDS WA 6009

Girrawheen Day Care Centre
68 Hudson Avenue
GIRRAWHEEN WA 6064

Goldfields Residential and Day Care Centre (Inc.)
26 Whitlock Street
KALGOORLIE WA 6430

Salvation Army Child Care Services
14/18 Lavant Way
BALGA WA 6061

Shire of Mandurah
Mandurah Terrace
MANDURAH WA 6210

Len Taplin Day Care Centre (Inc.)
Dempster Street
PORT HEDLAND WA 6721

Shire of Rockingham
Council Avenue
ROCKINGHAM WA 6168

Town of Albany
Mercer Road
ALBANY WA 6330

Town of Kwinana
Gilmore Avenue
KWINANA WA 6167

Murdoch University Child Care
Association Inc.)

South Lake Ottey Family Centre Inc.
2 Southlake Drive
SOUTHLAKE WA 6164

Leeming Family Centre Inc.
Cnr Farrington and Almondbury Roads
LEEMING WA 6155

Roberta Jull Childcare Association Inc.
41 Chipper Close
BEDFORDALE WA 6112

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

- (1) Where this award, order or industrial agreement empowers a representative of an organisation of employees party to this award, order or industrial agreement to inspect the time and wages records of an employee or former employee, that power shall be exercised subject to the Industrial Relations (General) Regulations 1997 (as may be amended from time to time) and the following:
- (a) The employer may refuse the representative access to the records if: -
 - (i) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and
 - (ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.
 - (b) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.
 - (c) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

DATED at Perth this 27th day of February, 1986

VARIATION RECORD
CHILD CARE (SUBSIDISED CENTRES) AWARD
NO. A 26 OF 1985

Delivered 27/02/86 at 66 WAIG 501

Section 93(6) Consolidation 02/01/95 at 76 WAIG 251

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
	Cl.	1186/87	01/07/89	69 WAIG 2722
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl. & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles - June, 1998)				

Del. Cl.	609/99	06/07/99	79 WAIG 1847
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1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
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Cl.	1092/98	17/07/98	79 WAIG 76
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Min Wage & text.	609/99	01/08/99	79 WAIG 1847
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Cl	654/00	01/08/00	80 WAIG 3379
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Cl	752/01	01/08/01	81 WAIG 1721
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Cl.	797/02	01/08/02	82 WAIG 1369
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Cl.	569/03	5/06/03	83 WAIG 1899
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(9)	1197/03	1/11/03	83 WAIG 3537
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Cl	570/04	4/06/04	84 WAIG 1521
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Cl.	576/05	07/07/05	85 WAIG 2083 & 2239
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Cl.	957/05	07/07/06	86 WAIG 1631 & 1772
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Cl.	1/7	01/07/07	87 WAIG 1487 & 1643
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Cl	115/07	01/07/08	88 WAIG 773 & 917
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Cl	1/09	01/10/09	89 WAIG 735 & 1332
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Cl	2/10	01/07/10	90 WAIG 568 & 830
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Cl	2/11	01/07/11	91 WAIG 1008 & 1233
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Cl	2/12	01/07/12	92 WAIG 1054
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Cl.	1/13	01/07/13	93 WAIG 725
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Cl.	1/14	01/07/14	94 WAIG 946
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Cl.	1/15	01/07/15	95 WAIG 925
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Cl.	1/16	01/07/16	96 WAIG 782
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Cl.	1/17	01/07/17	97 WAIG 847
Cl.	1/18	01/07/18	98 WAIG 263 & 554
Cl	1/19	01/07/19	99 WAIG 509 & 876

2. Arrangement

Ins 25	371/88	21/06/88	69 WAIG 228
Ins 2A.	977/88	30/09/88	69 WAIG 1507
2A deleted G.O.	1940/89	08/09/89	69 WAIG 2913
Ins 2A, 12A, title 18	1387/89(R)	04/12/89	70 WAIG 372
Title 2A; Ins. 26	1432/91	17/12/91	72 WAIG 289
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Del. 2A.	557/92	16/06/92	72 WAIG 1569
Del. Sch. I; Ins. Sch A & B	529/93	05/05/93	73 WAIG 1646
Ins. 11A, Ins. 27, Ins. Sch C	1649/91 Pts A - C	10/05/93	73 WAIG 1807
1A. Title	1457/93	24/12/93	74 WAIG 198
Del. Schedule C	1649/D/91	30/06/91	74 WAIG 1920
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Del. 11A	321/96	12/06/96	76 WAIG 2395
Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG 2768
Ins. Appendix - S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
Ins. 28. (Correction Order)	1633/96	04/02/97	77 WAIG 758
1A	940/97	14/11/97	77 WAIG 3177

Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Insert 29	239/98	12/06/98	78 WAIG 2920
Del. 1A.	609/99	06/07/99	79 WAIG 1847

(2A. State Wage Principles - September 1988)

Ins cl.	977/88	30/09/88	69 WAIG 1507
Delete cl. G.O.	1940/89	08/09/89	69 WAIG 2913

(2A. State Wage Principles - September 1989)

Ins cl.	1387/89(R)	04/12/89	70 WAIG 372
Cl. & title	1432/91	17/12/91	72 WAIG 289

(2A. State Wage Principles - June 1991)

Del. Cl.	557/92	16/06/92	72 WAIG 1569
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3. Area

Cl.	1186/87	01/07/89	69 WAIG 2722
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4. Scope

Cl.	1186/87	01/07/89	69 WAIG 2722
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5. Term

6. Definitions

"Child Care Worker" def.	570/86	15/09/86	66 WAIG 1643
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"Aide" definition	1387/89(R)	04/12/89	70 WAIG 372
Def. Government Subsidised Centre	11/88	23/02/93	73 WAIG 744
Del. Titles & def.	1649/91 Pts A - C	10/05/93	73 WAIG 1807
Cl.	819/02	09/08/02	82 WAIG 2461

7. Contract of Service

Ins. (3)	1432/91	17/12/91	72 WAIG 289
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8. Hours of Work

(1)	1649/91 Pts A - C	10/05/93	73 WAIG 1807
(1)	819/02	09/08/02	82 WIAG 2461

9. Overtime

10. Absence Through Sickness

11. Wages

Cl.	977/88	30/09/88	69 WAIG 1507
Cl.	1425/87	01/11/88	69 WAIG 2719
Cl.	1387/89(R)	04/12/89	70 WAIG 372
Correction Order to Original. 1387/89(R) operative as from 04/12/89 Level 3 & 4 amount only	94/90	16/03/90	70 WAIG 1609
Cl.	136/90(R2)	18/06/90	70 WAIG 2239
Cl.	1526/90	01/07/91	71 WAIG 2080

(1);(2);(3); & (4)	1432/91	17/12/91	72 WAIG 289
Cl.	1649/91 Pts A - C	10/05/93	73 WAIG 1807
(1);(3)(a);(4)(a)	1555/93	31/01/94	74 WAIG 915
Del. Column B (various classifications); (1)(b)(c) (d)(e)(f)(g)(h)(i)(j)&(k); (1),(3)(a),(4)(a),ins. (7) & (8)	1649/D/91	30/06/91	74 WAIG 1920
(1)	1141/94	25/05/95	75 WAIG 2563
(1)	69/96	06/03/96	76 WAIG 710
Preamble & (1)(a),(b),(c)&(e); (3)(a); Del. (3)(e); (4); (7)&(8)	321/96	12/06/96	76 WAIG 2395
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Date - preamble & (3)	940/97	14/11/97	77 WAIG 3177
(1), (3)(a), (4)(a), (7) & (8), ins. (9) & (10)	1092/98	17/07/98	79 WAIG 76
(1)(a)-(d), (3)(a), (4)(a); Ins Text(9)	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
(1)(a), (2)(ca)	1282/01	01/02/02	82 WAIG 799
(1), (3)(a), (4)(a)	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2056
Cl	570/04	4/06/04	84 WAIG 1521 & 1634
Cl.	576/05	07/07/05	85 2083 & 2239
Cl.	957/05	07/07/06	86 WAIG 1631 & 1772
Cl.	1/7	01/07/07	87 WAIG 1487 & 1643
Cl	115/07	01/07/08	88 WAIG 773 & 917
Cl	1/09	01/10/09	89 WAIG 735 & 1332
Cl	2/10	01/07/10	90 WAIG 568 & 830

Cl	2/11	01/07/11	91 WAIG 1008 & 1233
Cl	2/12	01/07/12	92 WAIG 1054
Cl.	1/13	01/07/13	93 WAIG 725
Cl.	1/14	01/07/14	94 WAIG 946
Cl.	1/15	01/07/15	95 WAIG 925
Cl.	1/16	01/07/16	96 WAIG 782
Cl.	1/17	01/07/17	97 WAIG 847
Cl.	1/18	01/07/18	98 WAIG 263 & 554
Cl	1/19	01/07/19	99 WAIG 509 & 876

(11A Process of Transition for Directors)

Ins. Cl.	1649/91 Pts A - C	10/05/93	73 WAIG 1807
Del Cl.	321/96	12/06/96	76 WAIG 2395

12. District Allowances

Cl.	1516/88	varies	69 WAIG 2057
Cl.	1056/94	01/01/95	75 WAIG 1638

12A. Fares and Travelling Allowances

Ins cl.	1387/89(R)	04/12/89	70 WAIG 372
Cl.	136/90(R2)	18/06/90	70 WAIG 2239
(2) Sched. 1 & 2	557/92	16/06/92	72 WAIG 1569
(2)(c)	1388(B)/96	21/10/97	77 WAIG 3462
(2)(c)	674/00	24/11/00	80 WAIG 5537
(2)(c)	1041/01	8/1/02	82 WAIG 253

(2)(c)	1002/02	28/01/03	83 WAIG 651
(2)(c) Correction Order	1002/02	4/02/03	83 WAIG 841
(2)(c)	657/03	11/3/05	85 WAIG 1126
(2)(c)	143/06	19/01/07	87 WAIG 188
(2)(c)	90/08	19/11/08	88 WAIG 2278

13. Special Leave

(1)	1387/89(R)	04/12/89	70 WAIG 372
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14. Annual Leave

15. Public Holidays

16. Long Service Leave

17. Payment of Salaries

*** the title in the body of the award is "Payment of Wages" ***

As delivered	A26/1985	27/02/86	66 WAIG 501
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(18. Time and Wages Record)

Deleted by	1387/89(R)	04/12/89	70 WAIG 372
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18. Time and Wages Record and Right of Entry

Title and cl.	1387/89(R)	04/12/89	70 WAIG 372
Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138

Ins text.	491/98	16/04/98	78 WAIG 1471
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19. Casual and Part Time Employees

Ins. (3), (4)	11/88	23/02/93	73 WAIG 744
(3)	1649/91 Pts A - C	10/05/93	73 WAIG 1807

20. Maternity Leave

As delivered	A26/1985	27/02/86	66 WAIG 501
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21. Bereavement Leave

22. Meal Breaks and Allowances

Cl.	136/90(R2)	18/06/90	70 WAIG 2239
(2) insert sentence *C.O.	136/90(R2)	18/06/90	70 WAIG 2938
(1) rates	1388(A)/96	12/11/96	77 WAIG 236
(1)	674/00	24/11/00	80 WAIG 5537
(1)	1041/01	8/1/02	82 WAIG 253
Del (4), Ins (4), (5), (6), (7)	1282/01	01/02/02	82 WAIG 799
(1)	1002/02	28/01/03	83 WAIG 651
(1)	657/03	11/3/05	85 WAIG 1126
(1)	143/06	19/01/07	87 WAIG 188
(1)	90/08	19/11/08	88 WAIG 2278

23. Shift and Weekend Work

(1)(e)	138/87	05/03/86	67 WAIG 1591
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24. Liberty to Apply

Cl.	1649/91 Pts A - C	10/05/93	73 WAIG 1807
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25. Superannuation

Ins cl.	371/88	21/06/88	69 WAIG 228
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Cl.	2721/89	16/12/91	72 WAIG 104
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Ins. Text	599/98	30/06/98	78 WAIG 2559
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(1)(b)	1002/02	28/01/03	83 WAIG 651
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(1)(a) & (2)(b)(i)(aa) Correction Order	1002/02	4/02/03	83 WAIG 841
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26. Award Modernisation and Enterprise Consultation

Ins. Cl.	1432/91	17/12/91	72 WAIG 289
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27. Classification Definitions and Skill Descriptors

Ins. Cl.	1649/91 Pts A - C	10/05/93	73 WAIG 1807
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(5)	1649/D/91	30/06/91	74 WAIG 1920
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Ins (2a)	1282/01	01/02/02	82 WAIG 799
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28. Supported Wage System

Ins. Cl.	1633/96	04/02/97	77 WAIG 758
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29. Redundancy

Insert Cl.	239/98	12/06/98	78 WAIG 2920
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Appendix - Resolution of Disputes Requirement

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
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(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079
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Schedule A - Parties to the Award

Ins. Sch.	529/93	05/05/93	73 WAIG 1646
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Sch.	674/00	24/11/00	80 WAIG 5537
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(Schedule I - Respondents)

Cl.	1465/87	05/03/86	68 WAIG 254
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Add respondent	492/90	02/04/90	70 WAIG 1955
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Add resp.	11/88	23/02/93	73 WAIG 744
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Rename Sch.	529/93	05/05/93	73 WAIG 1646
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Schedule B - Respondents

Delete Respondent	1895/03	29/12/03	84 WAIG 53
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(Schedule C - First Stage Transitional Wages for Directors)

Ins. Cl.	1649/91		
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Pts A - C	10/05/93	73 WAIG 1807
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Delete Schedule	1649/D/91	30/06/91	74 WAIG 1920
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Appendix - S.49B - Inspection of Records Requirements

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