Department of Education (Residential College Supervisors) Award 2005

1. - TITLE

This Award is known as the Department of Education (Residential College Supervisors) Award 2005.

2. - MINIMUM ADULT 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 $819.90 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 $819.90 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 2022.

(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 2022 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 $696.50 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 $696.50 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 2022.

(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.

3. - ARRANGEMENT

1. Title
2. Minimum Adult Award Wage
3. Arrangement
4. Area of Operation
5. Scope
6. Term of Award
7. Definitions
8. Contract of Service
9. Hours of Duty
10. Part-time Employment
11. Fixed-Term Contract Employees
12. Casual Employment
13. Traineeships
14. Salaries
15. Annual Increments
16. Purchased Leave - Deferred Salary Arrangement
17. Salary Packaging Arrangement
18. Keeping of and Access to Employment Records
19. District Allowance
20. Disturbance Allowance
21. Higher Duties Allowance
22. Motor Vehicle Allowance
23. Relieving Allowance
24. Removal Allowance
25. Part-time/Casual Sleepover Allowance
26. Transfer Allowance

27. Travelling Allowance
28. Annual Leave
29. Between Term Leave
30. Long Service Leave
31. Sick Leave
32. Short Leave
33. Carer's Leave
34. War Caused Illness
35. Bereavement Leave
36. Blood/Plasma Donors Leave
37. Cultural/Ceremonial Leave
38. Emergency Service Leave
39. Leave Without Pay
40. Defence Force Reserves Leave
41. Parental Leave
42. Study Assistance
43. Witness and Jury Service
44. Consultation
45. Dispute Settlement Procedure
46. Leave To Attend Union Business
47. Right of Entry and Inspection by Authorised Representatives
48. Trade Union Training Leave
49. Union Facilities for Union Representatives
50. Representation Rights
51. Access to Information and Resources
52. Copies of the Award
53. Parties to the Award

Schedules

Schedule A – Salaries
Schedule B – District Allowance
Schedule C – Motor Vehicle Allowance
Schedule D – Travelling, Transfer and Relieving Allowance

4. - AREA OF OPERATION

This Award shall apply throughout the State of Western Australia.

5. - SCOPE

This Award shall apply to all employees employed by or working in the Department of Education as a Boarding Supervisor, Aboriginal Boarding Supervisor, Senior Boarding Supervisor or College Manager who are members of, or eligible to be members of, the Civil Service Association of Western Australia Incorporated.

6. - TERM OF AWARD

This Award shall operate on and from the 23rd day of August 2005 and shall remain in force for one year.

7. - DEFINITIONS

For the purposes of this Award the following definitions apply:

(a) "Award" means Department of Education (Residential College Supervisors) Award 2005.

(b) "Day" means from midnight to midnight.

(c) "De facto Partner" means a relationship (other than a legal marriage) between two persons who live together in a 'marriage-like' relationship and includes same sex partners.

(d) "Employee" means someone employed by the Employer in the capacity of a Boarding Supervisor, Aboriginal Boarding Supervisor, Senior Boarding Supervisor or College Manager.

(e) "Employer" means the Director General of the Department of Education.

(f) "Government" means the Government of Western Australia.

(g) "Partner" means either a spouse or de facto partner.

(h) "School Year" means the period gazetted as such by the Minister for Education and Training.

(i) "Spouse" means a person who is lawfully married to that person.

(j) "Term" means the period between commencement and finishing dates of the school term as gazetted.

(k) "Union" means the Civil Service Association of Western Australia Incorporated (the Association).

(l) "WAIRC" means the Western Australian Industrial Relations Commission.

(m) "Year" shall commence from one week prior to the commencement of the school year and continue to the day prior to one (1) week before the commencement of the following school year.

8. - CONTRACT OF SERVICE

(1) Probation

(a) Every employee appointed to the employ of the Employer shall be on probation for a period not exceeding six (6) months, unless otherwise determined by the Employer.

(b) At any time during the period of probation the Employer may annul the appointment and terminate the services of the employee by the giving of one (1) week's notice by either party or payment in lieu thereof, by either party.

(c) As soon as possible following the expiry of the period of probation the Employer shall notify in writing on whether they intend to:

(i) confirm the appointment; or

(ii) extend the period of probation for up to six (6) months; and

(iii) terminate the employment, effective at the end of the probationary period.

(d) Where the Employer extends the period of probationary employment the contract of employment may be terminated as set out in paragraph (b) of this subclause.

(e) The Employer may summarily dismiss an employee deemed guilty of gross misconduct or neglect of duty and the employee shall not be entitled to any notice or payment in lieu of notice.

(2) Notice

(a) No employee shall leave the employ of the Employer until the expiration of four (4) weeks written notice of the employee's intention to do so, without the approval of the Employer. An

employee who fails to give the required notice shall forfeit a sum of $500.00. Such monies may be withheld from monies due on termination.

(b) Four (4) weeks written notice shall be given by the Employer to an employee whose services are no longer required. Provided that the Employer may pay the employee four (4) weeks salary in lieu of the said notice. The period of notice for an employee, who at any time of being terminated is over 45 years of age and has completed at least two years continuous service with the Employer, shall be increased by one week.

(c) Payment in lieu of notice must equal or exceed the total amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay the employee because of their employment continuing during that period.

(d) Payment in lieu of notice must be worked out on the basis of:

(i) The employee's ordinary hours of work, even if they are not standard hours;

(ii) The amounts ordinarily payable to the employee in respect of those hours including, for example, allowances, loadings and penalties; and

(iii) Any other amount payable under the employee's contract of employment.

(e) The Employer may summarily dismiss an employee deemed guilty of serious misconduct and the employee shall not be entitled to any notice or payment in lieu of notice.

(f) An employee having attained the age of 55 years shall be entitled to retire from the employ of the Employer.

(g) Notwithstanding any of the provisions contained in this clause a lesser period of notice may be negotiated between the Employer and the employee.

(3) (a) A part-time employee shall be entitled to the same salary, leave and other conditions prescribed in this Award as for full-time employees with payment for paid leave being in the proportion to which the employee's weekly hours bear to the weekly hours of an employee engaged full-time in that class of work.

(b) The provisions of subclause (2) of this clause shall also apply in respect to part-time employees.

(4) (a) The Employer may employ employees for a fixed term consistent with Clause 11. – Fixed Term Contract Employees of the Award.

(b) The provisions of paragraphs (a), (b), (c) and (d) of subclause .2 of this clause shall also apply in respect to fixed term employees.

9. - HOURS OF DUTY

(1) (a) Definitions

a 'term period' means one (1) of four (4) school terms in a calendar year.

(b) The Employer in conjunction with the College Manager shall determine the rostered hours of duty for employees so as to meet their individual college requirements. In doing so it shall be ensured that:

(i) the total rostered hours of duty shall not exceed 2,200 per year;

(ii) the total hours include:

(aa) rostered hours over a term period;

(bb) attendance at work one (1) week before the commencement of the school year;

(cc) rostered hours while in attendance at weekend camps;

(dd) being available at all times that students are residing at the college prior to the school term or while they are awaiting transport home on the completion of the school term; and

(ee) attendance at staff professional development seminars/ meetings throughout the year.

(c) The rostered hours of duty shall not exceed 55 hours per week averaged over a term period.

(d) Where an employee is required to work in excess of these hours, time worked in excess of 55 hours per week averaged over a term period is to be paid at the normal rate or treated as time off in lieu of payment for actual time worked.

(i) the time off in lieu of payment shall be taken during term at a time agreed upon between the Employer and employee;

(ii) where at the end of the term an employee has worked in excess of the hours of subclause (1) paragraph (c) of this clause and has accrued time in lieu of additional hours worked, the time not reconciled shall be cleared within the first four (4) weeks of the following term or paid out; and

(iii) all rostered work is to be shared as equitably as possible between all employees required to be part of the rostered system.

(2) As part of a normal roster, an employee shall not be rostered to work more than nine (9) hours a day without a one (1) hour break. Availability of this one (1) hour break for employees rostered on weekends will be subject to the requirement to provide duty of care in relation to weekend activities (eg. sporting events, excursions and camps) and emergencies.

(3) Employees shall be entitled to two (2) full consecutive days, or 48 consecutive hours, off duty per week.

10. - PART-TIME EMPLOYMENT

(1) A part-time employee is entitled to the same conditions of employment prescribed in this Award for full-time employees on a pro rata basis.

(2) Part-time employment is defined as regular and continuing employment of hours less than full-time hours.

(3) An employee who is employed on a part-time basis shall be paid the appropriate hourly rate based on the actual number of rostered hours worked. These rates are contained within Schedule A – Salaries and do not include the 25% loading allowance as per Clause 14. – Salaries of this Award at subclauses (3) and (4).

(4) Each permanent part-time arrangement shall be confirmed in writing and shall include the agreed period of the arrangement and the agreed hours of duty.

(5) The Employer shall give an employee one (1) months' notice of any proposed variation to that employee's starting and finishing times and/or particular days worked, provided that the Employer shall not vary the employee's total weekly hours of duty without the employee's written consent, a copy of which shall be placed on record.

(6) There may be exceptional reasons for temporary variations to an employee's working hours. Since the usual reasons for seeking part-time employment are because of other commitments, any variations must be agreed to in writing by the part-time employee.

(7) If agreement is reached to vary an employee's working hours pursuant to this subclause:

(a) the total time worked on any day will not exceed nine (9) hours unless otherwise agreed between the Employer and employee; and

(b) additional days worked, up to a total of five (5) days per week, are regarded as an extension of the contract and should be paid at the normal rate.

Annual Leave

(8) Payment to a part-time employee proceeding on annual leave shall be calculated having regard for any variations to the employee's ordinary rostered hours during the accrual period. Payment in such instances shall be calculated as follows:

(a) Where accrued annual leave only is being taken, the ordinary hours worked by the employee over the accrual period shall be averaged to achieve the average hours worked per fortnight. This average is then applied to the formula to achieve an average fortnightly rate of pay:

$$\frac{\text{Average fortnightly hours worked x appropriate fortnightly salary}}{75}$$

(b) Annual leave taken entirely in advance shall be paid according to the salary the employee would have received had the employee not proceeded on leave.

Conversion from Full-Time to Part-Time Employment

(9) Where a full-time employee is permitted at their initiative to work part-time for a specified period no greater than 12 months, that employee has a right, upon written application to revert to full-time hours in that position, or a position of equal classification, as soon as deemed practicable by the Employer, but no later than the expiry of the agreed period.

(10) A full-time employee who at their initiative works part-time for an unspecified period may apply to revert to full-time hours in that position but only as soon as deemed practicable by the Employer. This should not prevent the transfer of the said employee to another full-time position at a classification commensurable to that of their previous full-time position.

(11) An employee employed directly as part-time who wishes to become full-time is required to seek promotion or transfer to a full-time position by:

(a) application for advertised vacancies; and/or

(b) by notification in writing to the Employer of their desire to convert to full-time employment.

11. - FIXED-TERM CONTRACT EMPLOYEES

(1) The Employer may employ employees for a fixed-term subject to subclause (4) of this clause.

(2) Employees employed for a fixed term shall be advised in writing of the terms and the appointment and such advice shall specify the dates of commencement and termination of employment.

(3) The provisions of clause 8– Notice, subclause (2), of this Award also applies in respect of fixed-term employees.

(4) In exercising their employing authority, the Employer may only employ a person as a fixed-term contract employee in the following circumstances:

(a) Covering one-off periods of relief; or

(b) In any other situation as is agreed between the parties to this Award.

12. - CASUAL EMPLOYMENT

(1) Casual employees are engaged by the hour. Casual employment may be terminated by either party at any time by the giving of one (1) hour's notice, or payment in lieu thereof.

(2) A casual employee is an employee engaged for a period not exceeding one (1) calendar month in any period of engagement, or on an hourly rate of pay by agreement between the Union and the Employer.

(3) Employees who are engaged on a casual basis shall be paid a 20% loading in lieu of annual leave, sick leave, long service leave and payment for public holidays.

(4) The conditions of employment, leave and allowances provided under this Award, with the exception of bereavement and carer's leave, shall not apply to a casual employee. The hours worked by a casual employee shall be paid as per Schedule A – Salaries of this Award. The rates include a 20% casual loading but do not include the 25% loading allowance as per Clause 14. – Salaries of this Award at subclauses (3) and (4). However, where expenses are directly and necessarily incurred by a casual employee in the ordinary performance of their duties, he/she shall be entitled to reimbursement in accordance with the provisions of this Award.

(5) A casual employee shall be informed that their employment is casual and that they have no entitlement to paid leave, with the exception of bereavement leave before they are engaged.

(6) Caring Responsibilities

(a) Subject to the evidentiary and notice requirements in Clause 33 – Carers Leave a casual employee shall be entitled to not be available to attend work or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

(b) The Employer and the casual employee shall agree on the period for which the casual employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

(c) The Employer must not fail to re-engage a casual employee because the casual employee accessed the entitlements provided for in this subclause. The rights of the Employer to engage or not engage a casual employee are otherwise not affected.

13. - TRAINEESHIPS

(1) Definitions

(a) "Part-Time Trainee" means a trainee who is employed for a minimum of 20 hours per week (except in the case of school based traineeships), and has regular and stable hours of work each week, to allow training to occur. Wages and entitlements accrue on a pro rata basis.

(b) "Traineeship" means a full-time or part-time structured employment based training arrangement approved by the Western Australian Department of Education and Training where the trainee gains work experience and has the opportunity to learn new skills in a work environment. On successful completion of the traineeship the trainee obtains a nationally recognised qualification.

(c) "Traineeship Training Contract" means the agreement between the Employer and the trainee that provides details of the traineeship and obligations of the Employer and the trainee and is registered with the Western Australian Department of Education and Training.

(d) "Training Plan" means the plan that outlines what training and assessment will be conducted off-the-job and what will be conducted on-the-job and how the Registered Training Organisation will assist in ensuring the integrity of both aspects of the training and assessment process.

(2) Traineeships

Trainees are to be additional to the normal workforce of the Employer so that trainees shall not replace paid workers or volunteers or reduce the hours worked by existing employees.

(3) Training Conditions

The arrangements between the Employer and the trainee in relation to the traineeship are as specified in the Traineeship Training Contract, as administered by the Western Australian Department of Education and Training. The trainee will be trained in accordance with the agreed Training Plan.

(4) Employment Conditions

(a) the initial period of employment for trainees is the nominal training period endorsed at the time the particular traineeship is established;

(b) completion of the traineeship scheme will not guarantee the trainee future employment in the public sector, but the Employer will cooperate to assist the trainee to be placed in suitable employment, should a position arise;

(c) trainees are permitted to be absent from work without loss of continuity of employment to attend off-the-job training in accordance with the Training Plan. However, except for absences provided for under this Award, failure to attend for work or training without an acceptable cause may result in loss of pay for the period of the absence; and

(d) trainees will receive a mix of supervised work experience, structured training on-the-job and off-the-job, and the opportunity to practice new skills in a work environment.

(5) Wages

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

14. - SALARIES

(1) The annual salaries provided for by this Award shall be those contained in Schedule A. – Salaries of this Award.

(2) (a) The gradings of each residential college shall be established on the last calendar day of February each year and be based upon a college's enrolment on that date applied to the following formula:

Gradings are derived from the grading total as follows:

Student Enrolments	**Grading**
0 – 20	A
21 – 80	B

81 – 130	C
131 – 200	D
201 – 300	E

(b) The salaries for employees employed at each residential college shall be in accordance with the salaries outlined in Schedule A. – Salaries and adjusted from the first day in March each year according to the college's grading based on student enrolments.

(c) Upgrading and Downgrading of Colleges and Effect on Salary

(i) Where a college is upgraded the College Manager and Senior Supervisor(s) shall be upgraded/reclassified to the higher level at the first salary incremental point in the first instance.

(ii) Should the college be downgraded in the following year, the College Manager and Senior Supervisor(s) shall retain their salary but shall not be entitled to further salary increments or salary increases until such time as the salary of the adjacent lower grading overtakes his or her salary.

(iii) Should the college be downgraded after the second year, the College Manager and Senior Supervisor(s) shall retain their incremental salary point and will continue to receive salary increases. He or she would not however, be eligible to proceed to a further incremental point until such time as the college is further upgraded or they transfer to a college of the same grading.

(iv) Should the college regain the higher grading after two (2) years the College Manager and Senior Supervisor(s) shall be reinstated to the equivalent incremental point at which their salary was pegged and either the provisions of sub-paragraphs (ii), (iii) or (v) of paragraph (c) of subclause (2) of this clause shall apply.

(v) Should the college retain the higher grading the College Manager and Senior Supervisor(s) shall continue to receive the salary increments applicable to the grading/classification.

(vi) For the purposes of this clause:

"On Call" means a period of time when an employee is required to remain on-site and be immediately contactable in readiness to deal with situations of an essential nature.

"Essential Nature" means circumstances urgent in nature and may mean attending to ill residents, emergency situations and accidents.

(3) A 25% loading allowance is paid on 46 weeks of the year to compensate for regular weekend work, extended hours of duty, working public holidays and for being on call during the "lights out" period. The 25% loading allowance is not paid on Between Term Leave as described in Clause 29. – Between Term Leave, of this Award.

(4) For the purposes of calculating total annual salary (annual base salary plus 25% loading allowance) the following formula will apply:

(a) annual base salary x 12 divided by 313 = fortnightly base salary

(b) fortnightly base salary x 23 fortnights = base salary over 46 weeks

(c) base salary over 46 weeks x 0.25 = loading allowance over 46 weeks

(d) annual base salary add 25% loading allowance = total annual salary.

(5) Payment Of Salaries

(a) Salaries shall be paid fortnightly but, where the usual payday falls on a public holiday, payment shall be made on the previous working day.

(b) Salaries shall be paid by direct funds transfer to the credit of an account nominated by the employee at a bank, building society or credit union approved by the Employer.

(6) Arbitrated Safety Net Adjustments

(a) The rates of pay in this Award are subject to arbitrated safety net adjustments made under the Arbitrated Safety Net Adjustment Principle.

(b) These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

(c) 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.

15. - ANNUAL INCREMENTS

(1) An employee shall proceed to the maximum of their salary range by annual increments, after 12 months continuous service at each increment point, unless there is an adverse report on the employee's performance or conduct which recommends the non payment of an annual increment.

(2) The following process shall apply where a report on an officer's performance or conduct recommends the non-payment of an annual increment:

(a) The employee will be shown the report prior to completing 12 months continuous service since their last incremental advance.

(b) The employee will be provided with an opportunity to comment in writing.

(c) The employee's comments will be considered immediately by the employer and a decision made as to whether to approve the payment of the increment or withhold payment for a specific period.

(d) Where the increment is withheld, the employer before the expiry of the specified period will complete a further report and the above provisions will apply.

(3) The non-payment of an increment will not change the normal anniversary date of any further increment payments.

(4) For the purpose of this clause "continuous service", shall not include;

(a) any period exceeding 14 calendar days during which an employee is absent on leave without pay. In the case of leave without pay, which exceeds 14 calendar days, the entire period of such leave without pay is excised in full;

(b) any period which exceeds six (6) months in one (1) continuous period during which as employee is absent on workers' compensation. Provided that only that portion of such continuous absence which exceeds six (6) months shall not count as "continuous service"; and

(c) any period that exceeds three (3) months in one (1) continuous period during which an employee is absent on sick leave without pay. Provided that only that portion of such continuous absence that exceeds three (3) months shall not count as "continuous service".

16. - PURCHASED LEAVE - DEFERRED SALARY ARRANGEMENT

(1) With the written agreement of the Employer, an employee may elect to receive, over a four (4) year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Award.

(2) The Employer will assess each application for deferred salary on its merits and give consideration to the personal circumstances of the employee seeking the leave.

(3) On completion of the fourth year, an employee will be entitled to 12 months leave and will receive an amount equal to 80% of the salary they were otherwise entitled to in the fourth year of deferment.

(4) Where an employee completes four (4) years of deferred salary service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as service on a pro rata basis for all purposes.

(5) An employee may withdraw from this arrangement prior to completing a four (4) year period by written notice. The employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.

(6) The Employer will ensure that superannuation arrangements and taxation effects are fully explained to the employee by the relevant authority. The Employer will put any necessary arrangements into place.

Variation of the Arrangements

(7) As an alternative to subclause (5) of this clause, and only by mutual agreement of the Employer and the employee, the provisions of the deferred arrangement may be varied subject to the following:

(a) the term of the arrangement will not extend beyond that contemplated by this clause,

(b) the variation will not result in any consequential monetary or related gain or loss to either the Employer or the employee, and

(c) the percentage of salary to apply during the 12 months leave as specified in subclause 3 of this clause will be calculated as 80% of the average ordinary prescribed hours worked over the previous four years.

17. - SALARY PACKAGING ARRANGEMENT

(1) An employee may, by agreement with the Employer, enter into a salary packaging arrangement in accordance with this clause and Australian Taxation Office requirements.

(2) Salary packaging is an arrangement whereby the entitlements and benefits under this Award, contributing toward the Total Employment Cost (TEC), (as defined in subclause (3) of this clause) of an employee, can be reduced by and substituted with another or other benefits.

(3) The TEC for salary packaging purposes is calculated by adding the following entitlements and benefits:

(a) the base salary;

(b) other cash allowances;

(c) non cash benefits;

(d) any Fringe Benefit Tax liabilities currently paid; and

(e) any variable components.

(4) Where an employee enters into a salary packaging arrangement the employee will be required to enter into a separate written agreement with the Employer setting out the terms and conditions of the salary packaging arrangement.

(5) Notwithstanding any salary packaging arrangement, the salary rate as specified in this Award, is the basis for calculating salary related entitlements specified in this Award.

(6) Compulsory Employer Superannuation Guarantee contributions are to be calculated in accordance with applicable Federal and State legislation. Compulsory employer contributions made to superannuation schemes established under the State Superannuation Act 2001 are calculated on the gross (pre packaged) salary amount regardless of whether an employee participates in a salary packaging arrangement with their employer.

(7) A salary packaging arrangement cannot increase the costs to the employer of employing an individual.

(8) A salary packaging arrangement is to provide that the amount of any taxes, penalties or other costs for which the employer or employee is or may become liable for and are related to the salary packaging arrangement, shall be borne in full by the employee.

(9) In the event of any increase in taxes, penalties or costs relating to a salary packaging arrangement, the employee may vary or cancel that salary packaging arrangement.

18. - KEEPING OF AND ACCESS TO EMPLOYMENT RECORDS

Employers must ensure that the keeping of employment records and access to employment records of employees is in accordance with *Industrial Relations Act 1979 Part 11 Division 2F Keeping of and access to employment records*. If the employer maintains a personal or other file on an employee subject to the employer's convenience, the employee shall be entitled to examine all material maintained on that file.

19. - DISTRICT ALLOWANCE

(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 a de facto partner.

(2) (a) For the purposes of this clause, the boundaries of the various districts shall be as described hereunder and as delineated on the plan in Schedule B. – District Allowance of this Award.

(b) For the purposes of this clause, a district shall mean:

(i) The area within a line commencing on the 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.

(ii) 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.

(iii) The area within a line commencing on the coast at latitude 26; then along latitude 26 to longitude 123; thence south along longitude 123 to the boundary of No 2 District.

(iv) 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.

(v) That area of the State situated between the latitude 24 and a line running east from Carnot Bay to the Northern Territory.

(vi) 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 Schedule B. – District Allowance to this Award, 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 Schedule B. – District Allowance, the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of Schedule B. – District Allowance.

(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 this Award or other provision regulating the employment of the partial dependant.

(6) When an employee is on approved annual recreational leave, the employee shall for the period of such leave, be paid the district allowance to which he or she would ordinarily be entitled.

(7) When an employee is on long service leave or other approved leave with pay (other than annual recreational leave), the employee shall only be paid district allowance for the period of such leave if the employee, dependant/s or partial dependant/s remain in the district in which the employee's headquarters are situated.

(8) When an employee leaves his or her district on duty, payment of any district allowance to which the employee would ordinarily be entitled shall cease after the expiration of two (2) weeks unless the employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the Employer.

(9) Except as provided in subclause (8) 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.

(10) Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in Schedule B. – District Allowance to this Award, is required to travel or temporarily reside for any period in excess of one(1) month in any district or districts in respect of which such allowance is so payable, the employee shall be paid for the whole of such a period a district allowance at the

appropriate rate prescribed by subclauses .(3),(4) or (5) of this clause, for the district in which the employee spends the greater period of time.

(11) When an employee is provided with free board and lodging by the Employer the allowance shall be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.

(12) 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 this Award. That proportion of the appropriate allowance shall be payable to the employee.

(13) District Allowance is payable to casual employees on an hourly rate basis in accordance with the following formula:

$$\frac{\text{Appropriate Annual District Allowance Rate}}{1} \times \frac{12}{313} \times \frac{1}{75}$$

(14) The rates expressed in Schedule B. – District Allowance of this Award shall be adjusted administratively every 12 months, effective from the first pay period to commence on or after the first day of July in each year, in accordance with the official All Groups Consumer Price Index (CPI) for Perth, as published for the preceding 12 months at the end of the March quarter by the Australian Bureau of Statistics.

The rates agreed, in accordance with the above formula, by the parties shall then be lodged with the Registrar of the WAIRC.

The rates expressed in Schedule B. – District Allowance shall be applied in accordance with circulars to departments and authorities.

(15) Where agreement is not reached the provisions of Clause 45. - Dispute Settlement Procedure of this Award will apply.

20. - DISTURBANCE ALLOWANCE

(1) Where an employee is transferred and incurs expenses in the areas referred to in subclause (2) of this clause as a result of that transfer, then the employee shall be granted a disturbance allowance and shall be reimbursed by the Employer the actual expenditure incurred upon production of receipts or such other evidence as may be required.

(2) The disturbance allowance shall include -

(a) costs incurred for telephone installation at the employee's new residence provided that the cost of telephone installation shall be reimbursed only where a telephone was installed at the employee's former residence including Government owned accommodation;

(b) costs incurred with the connection or reconnection of services to the employee's household including Government owned accommodation for water, gas or electricity; and

(c) costs incurred with the redirection of mail to the employee's new residence for a period of no more than three (3) months.

21. - HIGHER DUTIES ALLOWANCE

(1) Subject to subclause (2) of this clause an employee who is directed by the Employer to act in an office which is classified higher than the employee's own substantive office and who performs the full duties and accepts the full responsibility of the higher office for a continuous period of five (5) consecutive working days or more, shall, subject to the provisions of this clause, be paid an allowance equal to the difference between the employee's own salary and the salary the employee would receive if the employee was permanently appointed to the office in which the employee is so directed to act.

(2) (a) An employee who is directed to act in a higher classified office but who is not required to carry out the full duties of the position and/or accept the full responsibilities, shall be paid such proportion of the allowance provided for in subclause (1) of this clause as the duties and responsibilities performed bear to the full duties and responsibilities of the higher office. Provided that the employee shall be informed, prior to the commencement of acting in the higher classified office, of the duties to be carried out, the responsibilities to be accepted and the allowance paid.

(b) The allowance paid may be adjusted during the period of higher duties.

(3) Where the full duties of a higher office are temporarily performed by two (2) or more employees they shall each be paid an allowance as determined by the Employer.

(4) Where an employee is directed to act in an office which has an incremental range of salaries such employee shall be entitled to receive an increase in higher duties allowance equivalent to the annual increment the employee would have received had the employee been permanently appointed to such office; provided that acting service with allowance for acting in offices for the same classification or higher than the office during the eighteen months preceding the commencement of so acting shall aggregate as qualifying service towards such an increase in the allowance.

(5) Where an employee who has qualified for payment of higher duties allowance under this clause is required to act in another office or other offices classified higher than the employee's own for periods less than five (5) working days without any break in acting service, such employee shall be paid higher duties allowance for such periods; provided the payment shall be made at the highest rate of the employee has been paid during the term of continuous acting or at the rate applicable to the office in which the employee is currently acting – whichever is the lesser.

(6) Where an employee who is in receipt of an allowance granted under this clause and has been so for a continuous period of 12 months or more, proceeds on:

(a) a period of normal annual leave; or

(b) a period of any other approved leave of absence of not more than four (4) weeks,

Such an employee shall continue to receive the allowance for the period of leave; provided that this subclause shall also apply to an employee who has been in receipt of an allowance for less than 12 months if during the employee's absence no other employee acts in the office in which the employee was acting immediately prior to proceeding on leave and the employee resumes in the office immediately on return from leave.

(7) Where an employee who is in receipt of an allowance granted under this clause proceeds on a period of any other approved leave of absence of more than four (4) weeks, such employee shall not be entitled to receive payment of such allowance for the whole or any part of the period of such leave.

(8) For the purpose of this clause "normal annual leave" shall mean the annual period of recreation leave as prescribed in clause 28 – Annual Leave, of this Award and between term leave as prescribed by clause 29. – Between Term Leave, of this Award.

22. - MOTOR VEHICLE ALLOWANCE

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

(a) "A Year" means 12 months commencing on the first day of July and ending on the thirtieth day of June next following.

(b) "Metropolitan Area" means that area within a radius of 50 kilometres from the Perth Railway Station.

(c) "Southwest Land Division" means the southwest land division as defined by Section 6, Schedule 1 of the Land Administration Act 1997 excluding the area contained within the metropolitan area.

(d) "Rest of the State" means that area south of 22.5 degrees south latitude, excluding the metropolitan area and the southwest land division.

(e) "Term of Employment" means a requirement made known to the employee at the time of applying for the position by way of publication in the advertisement for the position, written advice to the employee contained in the offer for the position or oral communication at interview by an interviewing employee and such requirement is accepted by the employee either in writing or orally.

(f) "Qualifying Service" shall include all service in positions where there is a requirement as a term of employment to supply and maintain a motor vehicle for use on official business but shall exclude all absences that effect entitlements as provided by Schedule C. – Motor Vehicle Allowance.

(2) (a) An employee who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment shall be reimbursed in accordance with the appropriate rates set out in Part 1 of Schedule C – Motor Vehicle Allowance of this Award for journeys travelled on official business and approved by the Employer or an authorised employee.

(b) An employee who is reimbursed under the provisions of paragraph (a) of subclause (2) of this clause will also be subject to the following conditions:

(i) for the purposes of paragraph (a) of subclause (2) of this clause an employee shall be reimbursed with the appropriate rates set out in Part 1 of Schedule C – Motor Vehicle Allowance of this Award for the distance travelled from the employee's residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day;

(ii) where an employee in the course of a journey travels through two (2) or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Part 1 of Schedule C – Motor Vehicle Allowance of this Award;

(iii) where an employee does not travel in excess of 4,000 kilometres in a year an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual distance travelled and 4,000 kilometres shall be paid to the employee provided that where the employee has less than 12 months' qualifying service in the year then the 4,000 kilometre distance will be reduced on a pro rata basis and the allowance calculated accordingly;

(iv) where a part-time employee is eligible for a payment of an allowance under paragraph (a) of subclause (2) of this clause such allowance shall be calculated on the proportion of total hours worked in that year by the employee to the annual standard hours had the employee been employed on a full-time basis for the year;

(v) an employee who is required to supply and maintain a motor vehicle for use on official business is excused from this obligation in the event of his/her vehicle being stolen, consumed by fire, or suffering a major and unforeseen mechanical breakdown or accident, in which case all entitlement to reimbursement ceases while the employee is unable to provide the motor vehicle or a replacement;

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

(3) (a) Subject to subclause (2) of this clause, an employee who is not normally required to supply and maintain a motor vehicle as a term of employment and who is required to relieve an employee required to supply and maintain a motor vehicle as a term of employment shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Part 1 of Schedule C – Motor Vehicle Allowance of this Award for all journeys travelled on official business and approved by the Employer where the employee is required to use the vehicle on official business whilst carrying out the relief duty.

(b) For the purposes of paragraph (a) of this subclause an employee shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Part 1 of Schedule C – Motor Vehicle Allowance of this Award for the distance travelled from the employee's residence to place of duty and the return distance travelled from the place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.

(c) Where an employee in the course of a journey travels through two (2) or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Part 1 of Schedule C – Motor Vehicle Allowance of this Award.

(d) For the purpose of this subclause the allowance prescribed in sub-paragraphs (iii) and (iv) of paragraph (b) of subclause (2) of this clause shall not apply.

(4) (a) An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by the Employer voluntarily consents to use the vehicle shall for journeys travelled on official business approved by the Employer be reimbursed all expenses incurred in accordance with the appropriate rates set out in Parts 2 and 3 of Schedule C – Motor Vehicle Allowance.

(b) For the purpose of paragraph (a) of this subclause an employee shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and headquarters and the return distance from headquarters to residence.

(c) Where an employee in the course of a journey travels through two (2) or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Part 2 of Schedule C. – Motor Vehicle Allowance if applicable

(5) Allowance for towing the Employer's caravan or trailer.

In cases where employees are required to tow the Employer's caravans on official business, the additional rate shall be 10.00 cents per kilometre. When the Employer's trailers are towed on official business the additional rate shall be 4.5 cents per kilometre.

(6) The rates expressed in Schedule C. – Motor Vehicle Allowance and subclause (5) of this clause shall be applied in accordance with circulars to departments and authorities.

23. – RELIEVING ALLOWANCE

(1) An employee who is required to take up duty away from headquarters on relief duty or to perform special duty, and necessarily resides temporarily away from the employee's usual place of residence, shall be reimbursed reasonable expenses on the following basis:

(a) Where the employee is:

(i) supplied with accommodation and meals free of charge, or

(ii) accommodated at a Government institution, hostel or similar establishment and supplied with meals,

(iii) reimbursement shall be in accordance with the rates prescribed in Column A, Items 1, 2 or 3 of Schedule D. – Travelling, Transfer and Relieving Allowance of this Award.

(b) Where the employee is fully responsible for accommodation, meals and incidental expenses and hotel or motel accommodation is utilised:

(i) For the first 42 days after arrival at the new locality reimbursement shall be in accordance with the rates prescribed in Column A, Items 4 to 8 of Schedule D. – Travelling, Transfer and Relieving Allowance.

(ii) For periods in excess of 42 days after arrival in the new locality reimbursement shall be in accordance with the rates prescribed in Column B, Items 4 to 8 of Schedule D – Travelling, Transfer and Relieving Allowance for employees with dependants or Column C, Items 4 to 8 of Schedule D – Travelling, Transfer and Relieving Allowance for employees without dependants: Provided that the period of reimbursement under this subclause shall not exceed forty-nine days without the approval of the Employer.

(c) Where the employee is fully responsible for accommodation, meals and incidental expenses and other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items 9, 10 or 11 of Schedule D. – Travelling, Transfer and Relieving Allowance.

(2) Reimbursement of expenses shall not be suspended should an employee become ill whilst on relief duty, provided leave for the period of such illness is approved in accordance with the provisions of Clause 31. – Sick Leave, of this Award and the employee continues to incur incidental expenses.

(3) When an employee, who is required to relieve or perform special duties in accordance with subclause (1) of this clause is authorised by the Employer to travel to the new locality in the employee's own motor vehicle such employee shall be reimbursed for the return journey as follows:

(a) An employee who is required to supply and maintain a motor vehicle as a term of employment for the period of relieving or special duties shall be reimbursed the appropriate rate prescribed by subclause (2) of Clause 22 – Motor Vehicle Allowance of this Award for the distance necessarily travelled.

(b) Where the employee will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement shall be on the basis of one half of the appropriate rate prescribed by subclause (4) of Clause 22 – Motor Vehicle Allowance of this Award. Provided that the maximum amount of reimbursement shall not exceed the cost of the fare by public conveyance which otherwise would be utilised for such return journey.

(4) Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, an appropriate rate of reimbursement shall be determined by the Employer.

(5) The provisions of Clause 27. - Travelling Allowance of this Award shall not operate concurrently with the provisions of this clause to permit an employee to be paid allowances in respect of both travelling and relieving expenses for the same period.

(6) The rates expressed in Schedule D. – Travelling, Transfer and Relieving Allowance shall be applied in accordance with circulars to departments and authorities.

24. – REMOVAL ALLOWANCE

(1) When an employee is transferred in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control, the employee shall be reimbursed:

(a) The actual reasonable cost of conveyance of the employee and dependants.

(b) The actual cost (including insurance) of the conveyance of an employee's household furniture effects and appliances up to a maximum volume of 45 cubic metres provided that a larger volume may be approved by the Employer in special cases.

(c) An allowance of $633.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport their furniture, effects and appliances provided that the Employer is satisfied that the value of household furniture, effects and appliances moved by the employee is at least $3,792.00.

(d) Reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of $233.00.

Pets are defined as dogs, cats, birds or other domestic animals kept by the employee or the employee's dependants for the purpose of household enjoyment.

Pets do not include domesticated livestock, native animals or equine animals.

(2) An employee who is transferred solely at their own request or on account of misconduct must bear the whole cost of removal unless otherwise determined by the Employer prior to removal.

(3) An employee shall be reimbursed the full freight charges necessarily incurred in respect of the removal of the employee's motor vehicle. If authorised by the Employer to travel to a new locality in the employee's own motor vehicle, reimbursement shall be as follows:

(a) Where the employee will be required to maintain a motor vehicle for use on official business at the new headquarters, reimbursement for the distance necessarily travelled shall be on the basis of the appropriate rate prescribed by subclause (2) of Clause 22. - Motor Vehicle Allowance of this Award.

(b) Where the employee will not be required to maintain a motor vehicle for use on official business at the new headquarters, reimbursement for the distance necessarily travelled shall be on the basis of one half (½) of the appropriate rate prescribed by subclause (3) of Clause 22. - Motor Vehicle Allowance of this Award.

(c) Where an employee or their dependants have more than one vehicle, and all the vehicles are to be relocated to the new residence, the cost of transporting or driving up to two vehicles shall be deemed to be part of the removal costs.

(d) Where only one vehicle is to be relocated to the new residence, the employee may choose to transport a trailer, boat or caravan in lieu of the second vehicle. The employee may be required to show evidence of ownership of the trailer, boat or caravan to be transported.

(e) If the employee tows the caravan, trailer or boat to the new residence, the additional rate per kilometre is to be 4.0 cents per kilometre for a caravan or boat and 2.5 cents per kilometre for a trailer.

(4) The employee shall, before removal is undertaken obtain quotes from at least two carriers which shall be submitted to the Employer, who may authorise the acceptance of the more suitable: Provided that payment for a volume amount beyond 45 cubic metres shall not occur without the prior written approval of the Employer.

(5) The Employer may, in lieu of conveyance, authorise payment to compensate for any loss in any case where an employee, with prior approval of the Employer, disposes of their household furniture effects and appliances instead of removing them to the new headquarters: Provided that such payments shall not exceed the sum which would have been paid if the employee's household furniture effects and appliances had been removed by the cheapest method of transport available and the volume was 45 cubic metres.

(6) Where an employee is transferred to government owned or private rental accommodation, where furniture is provided, and as a consequence the employee is obliged to store furniture, the employee shall

be reimbursed the actual cost of such storage up to a maximum allowance of $1,178.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage for the value of the furniture stored. An allowance under this subclause shall not be paid for a period in excess of four years without the approval of the employer.

(7) Receipts must be produced for all sums claimed.

(8) New appointees to the Employer shall be entitled to receive the benefits of this clause if they are required by the Employer to participate in any training course prior to being posted to their respective positions in the service. This entitlement shall only be available to employees who have completed their training and who incur costs when moving to their first posting.

(9) The Employer may agree to provide removal assistance greater than specified in this award and if in that event that the employee to whom the benefit is granted elects to leave the position, on a permanent basis, within twelve months, the Employer may require the employee to repay the additional removal assistance on a pro rata basis. Repayment can be deducted from any monies due to the employee.

(10) For the purposes of subclause (9) of this clause, "elects to leave the position," means the employee freely chooses to leave the position in the ordinary course of promotion, transfer or resignation and this necessitates the Employer obtaining a replacement employee.

25. - PART-TIME/CASUAL SLEEPOVER ALLOWANCE

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

(a) "Sleepover" means a period of time overnight when an employee is required to reside in accommodation adjacent to or attached to student dormitories and is required to be immediately contactable (on call) to deal with situations of an essential nature.

(b) "Essential Nature" means circumstances urgent in nature and may mean attending to ill residents, emergency situations and accidents.

(2) An employee may be required to perform sleepovers as a regular part of their duties. Sleepovers shall be shared equitably among all staff.

(3) Employees shall be provided with accommodation for sleepovers which should at least contain a bed, tea and coffee making facilities and private ablution facilities.

(4) An overnight sleepover allowance of $51.45 will be paid with effect from the first pay period on or after registration of this Award, to those employed on a casual or part-time basis to fulfil the duties of a sleepover. This allowance shall be paid on top of the hourly payment provided for work prior to and following the sleepover. The Sleepover Allowance in this Award shall be adjusted administratively every twelve months, effective from the first pay period to commence on or after the first day of July in each year, in accordance with the official All Groups Consumer Price Index (CPI) for Perth, as published for the preceding twelve months at the end of the March quarter by the Australian Bureau of Statistics.

26. - TRANSFER ALLOWANCE

(1) Subject to subclauses (2) and (5) of this clause, an employee who is transferred to a new locality in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control, shall be paid at the rates prescribed in Column A, Items 4, 5 or 6 of Schedule D. – Travelling, Transfer and Relieving Allowance for a period of 14 days after arrival at new headquarters within Western Australia or Column A, Items 7 and 8 of Schedule D. - Travelling, Transfer and Relieving Allowance for a period of 21 days after arrival at new headquarters in another State of Australia. Provided that if an employee is required to travel on official business during the said periods, such period will be extended by the time spent in travelling. Under no circumstances, however, shall the provisions of this subclause operate concurrently with those of Clause 27. - Travelling

Allowance to permit an employee to be paid allowances in respect of both travelling and transfer expenses for the same period.

(2) Prior to the payment of an allowance specified in subclause (1) of this clause, the Employer shall:

(a) require the employee to certify that permanent accommodation has not been arranged or is not available from the date of transfer. In the event that permanent accommodation is to be immediately available, no allowance is payable; and

(b) require the employee to advise the Employer that should permanent accommodation be arranged or become available within the prescribed allowance periods, the employee shall refund a pro rata amount of the allowance for that period the occupancy in permanent accommodation takes place prior to the completion of the prescribed allowance periods.

Provided also that should an occupancy date which falls within the specified allowance periods be notified to the Employer prior to the employee's transfer, the payment of a pro rata amount of the allowance should be made in lieu of the full amount.

(3) If an employee is unable to obtain reasonable accommodation for the transfer of the employee's home within the prescribed period referred to in subclause (1) of this clause and the Employer is satisfied that the employee has taken all possible steps to secure reasonable accommodation, such employee shall, after the expiration of the prescribed period to be paid in accordance with the rates prescribed by Column B, Items 4, 5, 6, 7 or 8 of Schedule D – Travelling, Transfer and Relieving Allowance as the case may require, until such time as reasonable accommodation has been secured: Provided that the period of reimbursement under this subclause shall not exceed 77 days without approval of the Employer.

(4) When it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by an employee on transfer, an appropriate rate of reimbursement shall be determined by the Employer.

(5) An employee who is transferred to Government owned accommodation shall not be entitled to reimbursement under this clause: Provided that :

(a) where entry into the Government owned accommodation is delayed through circumstances beyond the employee's control an employee may, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the employee and dependants less a deduction for normal living expenses prescribed in Column A, Items 15 and 16 of Schedule D. - Travelling, Transfer and Relieving Allowance; and provided that:

(b) if any costs are incurred under subclause (2) of Clause 20. – Disturbance Allowance of this Award, they shall be reimbursed by the Employer.

(6) The rates expressed in Schedule D. – Travelling, Transfer and Relieving Allowance shall be applied in accordance with circulars to departments and authorities.

27. - TRAVELLING ALLOWANCE

(1) An employee who travels on official business shall be reimbursed reasonable expenses on the following basis:

(a) When a trip necessitates an overnight stay away from headquarters and the employee:

(i) is supplied with accommodation and meals free of charge; or

(ii) attends a course, conference, etc., where the fee paid includes accommodation and meals; or

(iii) travels by rail and is provided with a sleeping berth and meals; or

(iv) is accommodated at a Government institution, hostel or similar establishment and supplied with meals,

reimbursement shall be in accordance with the rates prescribed in Column A, Items 1, 2 or 3 of Schedule D. - Travelling, Transfer and Relieving Allowance.

(2) When a trip necessitates an overnight stay away from the employee's headquarters and the employee is fully responsible for the provision of accommodation, meals and incidental expenses:

(a) where hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items 4 to 8 of Schedule D. - Travelling, Transfer and Relieving Allowance;

(b) where other than hotel or motel accommodation is utilised reimbursement shall be in accordance with rates prescribed in Column A, Items 9, 10 or 11 of Schedule D. - Travelling, Transfer and Relieving Allowance.

(3) When a trip necessitates an overnight stay away from headquarters and accommodation only is provided at no charge to the employee, reimbursement shall be made in accordance with the rates prescribed in Column A, items 1, 2 or 3 and items 12, 13 or 14 of Schedule D. - Travelling, Transfer and Relieving Allowance subject to the employee's certification that each meal claimed was actually purchased.

(4) To calculate reimbursement under subclauses (1) and (2) of this clause for a part of a day, the following formula shall apply-

(a) If departure from headquarters is:

before 8.00am - 100% of the daily rate.

8.00am or later but prior to 1.00pm - 90% of the daily rate.

1.00pm or later but prior to 6.00pm - 75% of the daily rate.

6.00pm or later - 50% of the daily rate.

(b) If arrival back at headquarters is:

8.00am or later but prior to 1.00pm - 10% of the daily rate.

1.00pm or later but prior to 6.00pm - 25% of the daily rate.

6.00pm or later but prior to 11.00pm - 50% of the daily rate.

11.00pm or later - 100% of the daily rate.

(5) When an employee travels to a place outside a radius of 50 kilometres measured from the employee's headquarters, and the trip does not involve an overnight stay away from headquarters, reimbursement for all meals claimed shall be at the rates set out in Column A, Items 12 or 13 of Schedule D. - Travelling, Transfer and Relieving Allowance subject to the employee's certification that each meal claimed was actually purchased. Provided that when an employee departs from headquarters before 8.00am and does not arrive back at headquarters until after 11.00pm on the same day reimbursement shall be at the appropriate rate prescribed in Column A, Items 4 to 8 of Schedule D. - Travelling, Transfer and Relieving Allowance.

(6) When it can be shown to the satisfaction of the Employer by the production of receipts that reimbursement in accordance with Schedule D. - Travelling, Transfer and Relieving Allowance does not cover an employee's reasonable expenses for a whole trip the employee shall be reimbursed the excess expenditure.

(7) In addition to the rates contained in Schedule D. - Travelling, Transfer and Relieving Allowance an employee shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.

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

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

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

(11) An employee who is relieving at or temporarily transferred to any place within a radius of 50 kilometres measured from the employees headquarters shall not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires absence from the employee's headquarters over the usual midday meal period shall be paid at the rate prescribed by Item 17 of Schedule D. - Travelling, Transfer and Relieving Allowance for each meal necessarily purchased, provided that:

(a) such travelling is not a normal feature in the performance of the employee's duties; and

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

(c) total reimbursement under this subclause for any pay period shall not exceed the amount prescribed by Item 18 of Schedule D. - Travelling, Transfer and Relieving Allowance.

(12) The rates expressed in Schedule D. - Travelling, Transfer and Relieving Allowance shall be applied in accordance with circulars to departments and authorities.

28. - ANNUAL LEAVE

(1) Each employee is entitled to four (4) weeks annual leave for each year of service. Employees shall be paid the 25% loading allowance provided for in Clause 14. - Salaries of this Award at subclauses (3) and (4), while on annual leave.

(2) Entitlement

(a) An employee employed after the first day of January in any year is entitled to pro rata annual leave for that year calculated on a daily basis. At the end of each calendar day of the year the employee will accrue 0.411 hours of paid annual leave provided the maximum accrual will not exceed 150 hours for each completed calendar year of service.

(b) Where employers have systems in place which record and report pro rata accrual of annual leave entitlements in a manner other than prescribed by this clause, that method of accrual may continue provided the system provides the same accrual over a full year. Employers must ensure that upon the cessation of employment, all pro rata annual leave entitlements accrued are equivalent to the pro rata annual leave entitlement provided by paragraph (a) of this subclause.

(3) Annual leave must be taken between the end of the school year and one (1) week prior to the commencement of the following school year, unless otherwise agreed between the Employer and the employee.

(4) On written application, an employee shall be paid salary in advance when proceeding on annual leave.

(5) On application to the Employer, a lump sum payment for money equivalent of any accrued annual leave and/or pro rata annual leave shall be made to an employee who retires, resigns, is retired or in respect of

an employee who dies. Accrued annual leave shall be paid to an employee who is dismissed, unless the misconduct for which the employee has been dismissed occurred prior to the completion of the qualifying period. Pro rata annual leave shall not be paid to an employee who is dismissed.

(6) An employee who has been permitted to proceed on annual leave and who ceases duty before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of an employee.

(7) 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 or absence through sickness with or without pay. This provision applies except for that portion of an absence that exceeds three (3) months, absence on workers' compensation except for that portion of an absence that exceeds six (6) months, or any period exceeding two (2) weeks during which the employee is absent on leave without pay.

(8) (a) Subject to paragraph (b) of this subclause a loading of 17.5% of normal salary is payable to employees proceeding on annual leave, including accumulated annual leave. As set out in sub-paragraph (i) of paragraph (f) of this subclause, this loading is payable in addition to the 25% loading as set out in subclause (3) of Clause 14. – Salaries of this Award.

(b) The loading is paid on a period of four (4) weeks per year. Payment of the loading is not made on additional leave granted to employees including Between Term Leave provided for in Clause 29. – Between Term Leave of this Award.

(c) Annual leave commencing in any year and extending without a break into the following year attracts the loading calculated on the salary applicable on the day the leave commenced. The maximum loading payable shall be that applicable on the day the leave is commenced.

(d) The loading payable on approved accumulated annual leave shall be at the rate applicable at the date the leave is commenced. Under these circumstances an employee can receive up to the maximum loading for the approved accumulated annual leave in addition to the loading for the current year's entitlement.

(e) A pro rata loading is payable on periods of approved annual leave less than four (4) weeks.

(f) The 17.5% loading is calculated on the rate of salary the employee receives at the commencement of leave under Schedule A – Salaries, of this Award, and where applicable, the salary shall include the following:

(i) 25% loading allowance as detailed in subclauses (3) and (4) of Clause 14. – Salaries, of this Award;

(ii) District Allowance; and

(iii) Higher Duties Allowance, but only where the specific conditions of Clause 21. - Higher Duties Allowance of this Award are satisfied.

(g) Where payment in lieu of accrued or pro rata annual leave is made on the death, dismissal, resignation or retirement of an employee, a loading calculated in accordance with the terms of this clause is to be paid. Provided that no annual leave loading shall be payable in respect of pro rata annual leave paid on resignation or where an employee is dismissed for misconduct.

(h) Part-time employees shall be paid a pro rata loading at the salary rate applicable.

29. - BETWEEN TERM LEAVE

(1) For the purposes of this clause paid accrued leave shall mean paid time off between terms (including Term 4 and 1 of the following year) for working a full roster during each preceding term.

(2) In addition to clause 28. – Annual Leave supervisory employees shall be granted six (6) weeks paid accrued leave each year.This leave is to be taken between each school term to compensate for:

(a) the nature of the supervisory duties;

(b) regular rostering of work on weekends and public holidays;

(c) being available for out of hours work and emergency duties;

(d) being available one (1) week before the commencement of the school year;

(e) being available at all times that students were residing at the college prior to the school term or while awaiting transport home on the completion of the school term;

(f) attendance at weekend camps; and

(g) attendance at staff professional development activities held during the school vacation periods.

(3) Supervisory employees shall be granted paid accrued leave at the rate of one (1) day's pay for each completed week of rostered duty during the term, but that the number of paid days shall not exceed the number of leave days between terms.

(4) Supervisory employees commencing employment part way through a term can opt for pro rated paid accrued leave on the basis that pro rated accrued leave shall be granted at the rate of one (1) day's pay for each completed week of rostered duty during the term.

(5) Where there is a shortfall in the number of paid accrued leave days to cover the term break, then an employee can opt to have extended leave without pay, or continue working and undertake duties, including but not limited to, student development and recreation planning, premise caretaking, assisting with camps and excursions, skills development (training in Senior First Aid, 'LR' vehicle licence with F endorsement, Bronze Medallion/Surf Rescue Certificate, or other approved training), taking college bookings, college reception, stocktaking, data collection, records management or other appropriate duties.

30. - LONG SERVICE LEAVE

(1) Each employee who has completed a period of seven (7) years of continuous service shall be entitled to 13 weeks of long service leave on full pay.

(2) Each employee is entitled to an additional 13 weeks of long service leave on full pay for each subsequent period of seven (7) years of continuous service.

(3) A part-time employee shall have the same entitlement to long service leave as full-time employees, however, payment made during such periods of long service leave shall be adjusted according to the hours worked by the employee during that accrual period.

(4) For the purposes of determining an employee's long service leave entitlement the expression "continuous service" includes any period during which the employee is absent on full pay or part pay from the employee's duties, but does not include:

(a) any period exceeding two (2) weeks during which the employee is absent on leave without pay or parental leave, unless the Employer determines otherwise;

(b) any period during which the employee is taking a long service leave entitlement or any portion thereof, except in the case of subclause (11) of this clause when the period excised will equate to a full entitlement of 13 weeks;

(c) any service by an employee who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior

service had actually entitled the employee to the long service leave provided under this clause; and

(d) any period of service that was taken into account in ascertaining the amount of a lump sum payment in lieu of long service leave.

(5) Long service leave shall be taken in a single block such that employees return to work at the commencement of a school term. Other arrangements may be made subject to agreement between the Employer and the employee. Subject to the Employer's convenience, the Employer may approve the employee's application to take a complete entitlement of long service leave on full pay or half pay.

(6) Any public holiday which occurs during the period an employee is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.

(7) (a) Long service leave shall be taken within three (3) years of it becoming due, at the convenience of the Employer. Provided that the Employer may approve the deferment of long service leave in exceptional circumstances. Provided further that such exceptional circumstances shall include retirement within five (5) years of the date of entitlement.

(b) Approval to defer the taking of long service leave may be withdrawn or varied at any time by the Employer giving the employee notice in writing of the withdrawal or variation.

(8) On application to the Employer a lump sum payment for the money equivalent of any:

(a) long service leave entitlement for continuous service as provided in subclause (1) and subclause (2) of this clause shall be made to an employee who resigns, retires, is retired or is dismissed or in respect of an employee who dies;

(b) pro rata long service leave based on continuous service of a lesser period than that provided in subclause (1) and subclause (2) of this clause for a long service leave entitlement shall be made -

(i) to an employee who retires at or over the age of 55 years or who is retired on the grounds of ill health, if the employee has completed not less than 12 months' continuous service before the date of retirement;

(ii) to an employee who, not having resigned, is retired by the Employer for any other cause, if the employee has completed not less than three (3) years' continuous service before the date of retirement; or

(iii) in respect of an employee who dies, if the employee has completed not less than 12 months' continuous service before the date of death;

(c) in the case of a deceased employee, payment shall be made to the estate of the employee unless the employee is survived by a legal dependant approved by the Employer, in which case payment shall be made to the legal dependant.

(9) For the purposes of subclause (8) of this clause, the calculation of the amount due for long service leave accrued and for pro rata long service leave shall be made at the rate of salary of an employee at the date of retirement or resignation or death, whichever applies. Lump sum payments shall include the 25% loading allowance as provided for in Clause 14. – Salaries of this Award at subclauses (3) and (4). The 25% loading allowance shall be paid to employees while on long service leave.

(10) An employee who has elected to retire at or over the age of 55 years and who will complete not less than 12 months' continuous service before the date of retirement may make application to take pro rata long service leave before the date of retirement.

(11) Compaction of Leave

(a) An employee who, during an accrual period was subject to variations in ordinary working hours or whose ordinary working hours during the accrual period are less than the employee’s ordinary

working hours at the time of commencement of long service leave, may elect to take a lesser period of long service leave calculated by converting the average ordinary working hours during the accrual period to the equivalent ordinary hours at the time of commencement of long service leave.

(b) Notwithstanding subclause (4) of this clause, an employee who has elected to compact an accrued entitlement to long service leave in accordance with subclause (11) paragraph (a) of this clause, shall only take such leave in any period on full pay, and the period excised as "continuous service" shall be 13 weeks.

(12) Cash Out of Accrued Long Service Leave Entitlement

(a) Employees may by agreement with the Employer, cash out any portion of an accrued entitlement to long service leave.

(b) Where employees cash out any portion of an accrued entitlement to long service leave in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with subclause (4) of this clause.

(13) Long Service Leave on Double Pay

(a) Employees may by agreement with the Employer, access any portion of an accrued entitlement to long service leave on double pay for half the period accrued. In these circumstances the leave actually taken is 50 percent of the accrued entitlement accessed.

(b) Where employees proceed on long service leave on double pay in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with subclause(4) of this clause.

(14) Access to Pro Rata Long Service Leave

(a) Employees within seven (7) years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with the Employer, choose to access pro rata long service leave at the rate of 9.28 days per completed 12 month period of continuous service. Under this subclause, pro rata long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.

(b) Where employees access pro rata long service leave, any period of leave taken will be excised for the purpose of continuous service in accordance with subclause.(4) of this clause.

(15) Portability

(a) Where an employee was, immediately prior to being employed in the Employer, employed in the service of:

The Commonwealth of Australia,

or Any other State Government of Australia, or

Any other Western Australian State body or statutory authority,

and the period between the date when the employee ceased previous employment and the date of commencing employment with the Employer does not exceed one (1) week, that employee shall be entitled to long service leave determined in the following manner:

(i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from

any long service leave to which the employee may become entitled under this clause; and

(ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment to the Employer in accordance with the provisions of this clause.

(b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced employment with the Employer.

(16) Subject to having first cleared all other available leave, and subject to the operational requirements and approval of the Employer, an employee may clear any accrued entitlement to long service leave in minimum periods of one (1) day.

31. - SICK LEAVE

(1) For the purposes of this clause "service" shall not include:

(a) Any period exceeding 14 calendar days during which an employee is absent on leave without pay. In the case of leave without pay, which exceeds 14 calendar days, the entire period of such leave without pay is excised in full.

(b) any period which exceeds six (6) months in one (1) continuous period during which an employee is absent on workers' compensation. Provided that only that portion of such continuous absence, which exceeds six (6) months, shall not count as "service";

(c) any period which exceeds three (3) months in one (1) continuous period during which an employee is absent on sick leave without pay. Provided that only that portion of such continuous absence, which exceeds three (3) months, shall not count as "service".

(2) In the case of personal illness or injury of an employee the Employer shall grant the employee leave of absence in accordance with the provisions contained in this clause.

(3) An employee applying for sick leave shall apply on the form approved by the Employer and shall indicate on the application in respect of which the leave is sought, unless it is of a confidential nature in which case the employee shall advise the Executive Director, Public Health and Scientific Support Services under confidential cover of the nature of the illness and shall indicate on the application that such action has been taken.

(4) The basis for determining the entitlement to leave of absence on the grounds of illness which an employee may be granted shall be ascertained by crediting the employee concerned with the following sick leave credits, which shall be cumulative:

(5) Employees shall be paid the 25% loading allowance as provided for in Clause 14– Salaries, sub clause (3) of this Award, while on sick leave.

	Leave on full pay (hours)	Leave on half pay (hours)
On date of Appointment	37.5	15.0
On completion of six (6) months continuous service	37.5	22.5
On completion of 12 months continuous service and on completion of each further period of 12 months continuous service	75	37.5

(6) Evidence

An application for sick leave exceeding two (2) consecutive working days shall be supported by the evidence that would satisfy a reasonable person.

(7) The number of days sick leave which may be granted without evidence that would satisfy a reasonable person required by sub clause (6) of this clause shall not exceed, in the aggregate, five (5) working days in any one (1) credit year.

(8) Where an application for leave is supported by the certificate of a registered medical practitioner, a further certificate from the Executive Director, Public Health and Scientific Support Services or a registered Medical Practitioner nominated by the Director may be required and if that certificate does not confirm or substantially confirm the certificate of the medical practitioner, the employee making the application for sick leave shall pay the fee due to the nominated medical practitioner in respect of the certificate.

(9) Where the Employer has occasion to doubt the cause of illness or the reason for the absence the Employer may arrange for a registered medical practitioner to visit and examine the employee or may direct the employee to attend the registered medical practitioner for examination. If the report of the medical practitioner does not confirm that the employee is ill or if the employee is not available for examination at the time of the visit of the medical practitioner or if the employee fails, without reasonable cause to attend the medical practitioner when directed to do so, the fee payable for the examination, appointment or visit shall be paid by the employee.

(10) Where an employee is ill during the period of annual leave for a period of at least seven (7) consecutive calendar days; or long service leave for a period of at least 14 consecutive calendar days and produces at the time or as soon as possible thereafter medical evidence satisfactory to the Employer that the employee is or was as a result of the illness confined to the employee's place of residence or a hospital, the Employer may grant sick leave for the period during which the employee was so confined and reinstate annual or long service leave equivalent to the period of confinement.

(11) Where an employee is absent on account of illness and that employee's entitlement to sick leave on full pay is exhausted, the employee may elect to convert any part of the entitlement to sick leave on half pay to sick leave on full pay, but so that the employee's sick leave entitlement on half pay is reduced by two (2) hours for each hour of sick leave on full pay that the employee receives by the conversion.

(12) An employee who is absent on leave without pay is not eligible for sick leave during the currency of that leave without pay.

(13) No sick leave shall be granted with pay if the illness or injury has been caused by the misconduct of the employee or in any case of absence from duty without sufficient cause.

(14) An employee, who has resigned, is subsequently reappointed such employee shall for the purposes of this clause be regarded as a new appointee as from the date of reappointment.

(15) Where an employee who has been retired on medical grounds resumes duty, sick leave credits at the date of retirement shall be reinstated.

(a) If the Employer has reason to believe that an employee is in such a state of health as to render him a danger to fellow employees or the public, the Employer may require the employee to obtain and furnish a report as to the employee's condition from a registered medical practitioner or may require the employee to submit him/herself for examination by a medical practitioner nominated by the Employer. The fee for any such examination shall be paid by the Employer;

(b) Upon receipt of the medical report, the Employer may direct the employee to be absent from duty for a specified period or, if already on leave of absence, direct the employee to continue on leave for a specified period. Such leave shall be regarded as sick leave.

(16) Upon report by a registered medical practitioner that, by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by Commonwealth or State law in respect of that disease, an employee is unable to attend for duty, the employee concerned may be

granted sick leave or, at the option of the employee, the whole or any portion of the leave may be deducted from accrued annual leave or long service leave;

(17) Leave granted under sub clause (16) of this clause shall not be granted for any period beyond the earliest date at which it would be practicable for the employee to resume duty, having regard to the restrictions imposed by law.

(18) Workers' Compensation

(a) Where an employee suffers a disability within the meaning of Section 5 of the Workers Compensation and Rehabilitation Act 1981 which necessitates that the employee be absent from duty, sick leave with pay shall be granted to the extent of sick leave credits held by the employee. In accordance with section 80(2) of the Workers' Compensation and Rehabilitation Act 1981 where the claim for Workers' Compensation is decided in favour of the employee sick leave credits are to be reinstated and the period of absence granted as sick leave without pay.

(19) Portability

(a) Where an employee was, immediately prior to being employed with the Employer, employed in the service of the public sector of Western Australia or any other State body of Western Australia and the period between the date when the employee ceased previous employment and the date of commencing employment in the Employer does not exceed one (1) week or such other period as approved by the Employer, the Employer may credit that employee additional sick leave credits up to those held at the date the employee ceased previous employment.

32. - SHORT LEAVE

(1) The Employer may, upon sufficient cause being shown, grant an employee leave granted shall not exceed, in the aggregate, three (3) working days in any one (1) calendar year.

(2) An employee who desires short leave shall, except in emergency situations, make written application in a form approved by the Employer for the purpose, prior to the commencement of such leave.

(3) Short leave shall not be granted for sick leave purposes.

33. - CARER'S LEAVE

(1) Employees are entitled to up to five (5) days leave per year to care for an ill family member, provided the days used are sick leave entitlements.

(2) Employees shall, wherever practical, give the Employer notice of the intention to take carer's leave and the estimated length of absence. If it is not practicable to give prior notice of absence employees shall notify the Employer as soon as possible on the first day of absence.

(3) Employees shall provide, where required by the Employer, evidence to establish the requirement to take carer's leave. An application for carer's leave exceeding two (2) consecutive working days shall be supported by a certificate from a registered medical practitioner or registered dentist.

(4) The definition of family shall be the definition contained in the Equal Opportunity Act 1984.That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee.

(5) Carer's leave may be taken on an hourly basis or part thereof.

34. - WAR CAUSED ILLNESS

(1) An employee who produces a certificate from the Department of Veterans' Affairs stating that the employee suffers from war caused illness, may be granted special sick leave credits of 15 working days per annum on full pay in respect of that war caused illness.

These credits shall accumulate up to a maximum credit of 45 working days, and shall be recorded separately to the employee's normal personal leave credits.

(2) Every application for sick leave for war caused illness shall be supported by a certificate from a registered medical practitioner as to the nature of the illness.

35. - BEREAVEMENT LEAVE

(1) Officers including relief employees shall on the death of:

(a) the spouse or de-facto partner of the employee;

(b) the child, step-child or grandchild of the employee (including an adult child, step-child or grandchild);

(c) the parent, step-parent or grandparent of the employee;

(d) the brother, sister, step brother or step sister; or

(e) any other person who, immediately before that person's death, lived with the employee as a member of the officer's household;

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

(2) The two (2) days need not be consecutive.

(3) Bereavement leave is not to be taken during any other period of leave.

(4) Payment of such leave may be subject to the employee providing evidence of the death or relationship to the deceased, satisfactory to the Employer.

(5) An employee requiring more than two (2) days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

(6) Travelling time for Regional Employees

(a) Subject to prior approval from the Employer, an employee entitled to bereavement leave and who, as a result of such bereavement, travels to a location within Western Australia that is more than 240 km from their workplace will be granted paid time off for the travel period undertaken in the employee's ordinary working hours up to a maximum of 15 hours per bereavement. The Employer will not unreasonably withhold approval.

(b) The Employer may approve additional paid travel time within Western Australia where the employee can demonstrate to the satisfaction of the Employer that more than two days travel time is warranted.

(c) The provisions of subclause (6) of this clause are not available to employees whilst on leave without pay or sick leave without pay.

(d) The provisions of paragraphs (a) and (b) of subclause (6) of this clause apply as follows.

(i) An employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.

(ii) An employee employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro rata basis for the period of employment.

(iii) A part time employee shall be entitled to the same entitlement as a full time employee for the period of employment, but on a pro rata basis according to the number of ordinary hours worked each fortnight.

(iv) For casual employees, the provisions apply to the extent of their agreed working arrangements.

36. - BLOOD/PLASMA DONORS LEAVE

(1) Subject to operational requirements, employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:

(a) prior arrangements with the College Manager have been made and at least two (2) days' notice has been provided; or

(b) the employee is called upon by the Red Cross Blood Centre.

(2) The notification period shall be waived or reduced where the College Manager is satisfied that operations would not be unduly affected by the employee's absence.

(3) The employee shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.

(4) Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood to the Red Cross Blood Centre.

37. - CULTURAL/CEREMONIAL LEAVE

(1) Cultural/ceremonial leave shall be available to all employees.

(2) Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.

(3) Employees are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between the Employer and employee and sufficient leave credits being available.

(4) The Employer will assess each application for ceremonial/cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.

(5) The Employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.

(6) Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:

(a) the employee's annual leave entitlements

(b) the employee's accrued long service leave entitlements, but in full days only.

(c) accrued days off or time in lieu; or

(d) short leave when entitlements under paragraphs (6)(a), (6)(b) and (6)(c) have been fully exhausted.

(7) Time off without pay may be granted by arrangement between the Employer and the employee for cultural/ceremonial purposes.

38. - EMERGENCY SERVICE LEAVE

(1) Subject to operational requirements, paid leave of absence shall be granted by the Employer to an employee who is an active volunteer member of State Emergency Service Units, St John Ambulance Brigade, Volunteer Fire and Rescue Service Brigades, Bush Fire Brigades, Volunteer Marine Rescue Service or FESA Units, in order to allow for attendances at emergencies as declared by the recognised authority.

(2) The Employer shall be advised as soon as possible by the employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.

(3) The employee must complete a leave of absence form immediately upon return to work.

(4) The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.

(5) An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses (2), (3) and (4) of this clause.

39. - LEAVE WITHOUT PAY

(1) Subject to the provisions of subclauses (2) and (3) of this clause, the Employer may grant an employee leave without pay for any period and is responsible for that employee on their return.

(2) Subject to the provisions of subclause (3) every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:

(a) The work of the Employer is not inconvenienced; and

(b) All other leave credits of the employee are exhausted.

(3) An employee shall, upon request be entitled to two days unpaid personal (caring) leave.

(4) An employee on a fixed term contract may not be granted leave without pay for any period beyond that employee's approved period of engagement.

40. - DEFENCE FORCE RESERVES LEAVE

(1) The Employer must grant leave of absence for the purpose of Defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.

(2) Leave of absence may be paid or unpaid in accordance with the provisions of this clause.

(3) Application for leave of absence for Defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee shall provide a certificate of attendance to the Employer.

(4) Paid Leave

(a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for Defence service, subject to the conditions set out hereunder.

(b) Part-time employees shall receive the same paid leave entitlement as full-time employees, but payment shall only be made for those hours that would normally have been worked but for the leave.

(c) On written application, an employee shall be paid salary in advance when proceeding on such leave.

(d) Casual employees are not entitled to paid leave for the purpose of Defence service.

(e) An employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of twelve months commencing on 1 July in each year.

(f) An employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of twelve months commencing on July 1. Pay for this leave shall be at the rate of the difference between the normal remuneration of the employee and the Defence Force payments to which the employee is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.

(5) Unpaid Leave

(a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in subclause (4) of this clause shall be unpaid.

(b) Casual employees are entitled to unpaid leave for the purpose of Defence service.

(6) Use of Other Leave

(a) An employee may elect to use annual or long service leave credits for some or all of their absence on Defence service, in which case they will be treated in all respects as if on normal paid leave.

(b) The Employer cannot compel an employee to use annual leave or long service leave for the purpose of Defence service.

41. - PARENTAL LEAVE

(1) Definitions

"Employee" includes full time, part time, permanent and fixed term contract employees.

"Partner" means a person who is a spouse or de facto partner.

"Primary Care Giver" is the employee who will assume the principal role for the care and attention of a child/children. The Employer may require confirmation of primary care giver status.

"Public sector" means an employing authority as defined in Section 5 of the *Public Sector Management Act 1994*.

"Replacement Employee" is an employee specifically engaged to replace an employee proceeding on parental leave.

(2) Entitlement to Parental and Partner Leave

(a) An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:

(i) birth of a child to the employee or the employee's partner; or

(ii) adoption of a child who is not the child or the stepchild of the employee or the employee's partner; is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.

(b) An employee identified as the primary care giver of a child and who has completed twelve months continuous service in the Western Australian public sector shall be entitled to the following amounts of paid parental leave which will form part of the 52 week entitlement provided in paragraph (2)(a) of this clause:

(i) eight (8) weeks paid parental leave until 30 June 2006;

(ii) ten (10) weeks paid parental leave from 1 July 2006;

(iii twelve (12) weeks paid parental leave from 1 July 2007; and

(iv) fourteen (14) weeks paid parental leave from 1 July 2008.

(c) An employee may take the paid parental leave specified in paragraph (2)(b) at half pay for a period equal to twice the period to which the employee would otherwise be entitled.

(d) A pregnant employee can commence the period of paid parental leave any time up to six (6) weeks before the expected date of birth and no later than four (4) weeks after the birth. Any other primary care giver can commence the period of paid parental leave from the birth date or for the purposes of adoption from the placement of the child but no later than four (4) weeks after the birth or placement of the child.

(e) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed the period specified in paragraphs (2)(b) and (2)(c) above.

(f) The paid and unpaid parental leave entitlement up to a maximum of 52 weeks may be shared between partners assuming the role of primary care giver.

(g) Parental leave may only be taken concurrently by an employee and his or her partner as provided for in subclause (3) or under special circumstances with the approval of the Employer.

(h) Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.

(i) An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.

(j) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

(3) Partner Leave

(a) An employee who is not a primary care giver shall be entitled to a period of unpaid partner leave of up to one (1) weeks at the time of the birth of a child/children to his or her partner. In the case of adoption of a child this period shall be increased to up to three (3) weeks unpaid leave.

(b) The employee may request to extend the period of unpaid partner leave up to a maximum of eight weeks.

(4) Birth of a child

(a) An employee shall provide the Employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner confirming the pregnancy and the estimated date of birth.

(b) If the pregnancy results in other than a live child or the child dies in the six weeks immediately after the birth, the entitlement to paid parental leave remains intact.

(5) Adoption of a child

(a) An employee seeking to adopt a child shall be entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement in lieu of this leave.

(b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement in lieu of the terminated parental leave or return to work.

(6) Other leave entitlements

(a) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of unpaid parental leave.

(b) Subject to all other leave entitlements being exhausted an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two (2) years.

(c) The Employer shall only refuse such a request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include:

(i) cost;

(ii) lack of adequate replacement staff;

(iii) loss of efficiency; and

(iv) the impact on customer service.

(d) Any period of leave without pay must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the Employer the total combined period of leave without pay following parental leave will not exceed two (2) years.

(e) An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in paragraphs (6)(a) and (6)(f).

(f) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.

(g) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

(7) Notice and Variation

(a) An shall give not less than four (4) weeks' notice in writing to the Employer of the date the employee proposes to commence paid or unpaid parental leave stating the period of leave to be taken.

(b) An employee seeking to adopt a child shall not be in breach of paragraph (7)(a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.

(c) An employee proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period elect to reduce or extend the period stated in the original application, provided four (4) weeks written notice is provided.

(8) Transfer to a Safe Job

Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the pregnant employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position at the same classification level until the commencement of parental leave.

(9) Communication during Parental Leave

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

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

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

(c) The employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with paragraph (9)(a).

(10) Replacement Employee

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

(11) Return to Work

(a) An employee shall confirm the intention to return to work by notice in writing to the Employer not less than four (4) weeks prior to the expiration of parental leave.

(b) An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave. Where the employee was transferred to a safe job the employee is entitled to return to the position occupied immediately prior to transfer.

(c) An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with Clause 9. – Part-Time Employment of this Award.

(d) Employees who return to work on a part time basis have access to the right of reversion provisions of Clause 9. – Part-Time Employment of this Award.

(12) Effect of Parental Leave on the Contract of Employment

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

(b) Paid parental leave will count as qualifying service for all purposes of this Award. During paid parental leave at half pay all entitlements will accrue as if the employee had taken the entitlement to paid parental leave at full pay.

(c) Absence on unpaid parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose of this Award.

(d) An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with subclause (3) of Clause 8. – Contract of Service of this Award.

(e) The Employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on parental leave but otherwise the rights of the Employer in respect of termination of employment are not affected.

42. – STUDY ASSISTANCE

(1) (a) To ensure the maintenance of a trained public sector the Employer may provide an employee with paid study leave and/or financial assistance for study purposes in accordance with the provisions of this clause.

(b) Employees are not eligible for study assistance if they have previously received study assistance for an approved course from the Employer. Further study assistance towards additional qualifications may, however, be granted in special cases, at the discretion of the Employer.

(2) Study Leave

(a) An employee may be granted time off with pay for study purposes at the discretion of the Employer.

(b) In every case the approval of time off to attend lectures and tutorials will be subject to:

(i) agency convenience;

(ii) employees undertaking an acceptable formal study load in their own time;

(iii) employees making satisfactory progress with their studies;

(iv) the course being an approved course as defined by subclause (5) of this clause;

(v) the course being of value to the agency; and

(vi) the Employer's discretion when the course is only relevant to the employee's career in the service and being of value to the State.

(c) Part-time employees are entitled to study leave on the same basis as full time employees, with their entitlement calculated on a pro rata basis. Employees working shift work or on fixed term contracts have the same access to study leave as all other employees.

(d) Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken.

(e) Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed in paragraph (d) of subclause (2) of this clause.

(f) Where an employee is undertaking approved study via distance education and/or is not required to attend formal classes, the Employer may allow the employee to access study leave up to the maximum annual amount allowed in paragraph (d) of subclause (2) of this clause.

(g) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

(h) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition with at least half of the total formal study commitment being undertaken in the employee's own time, except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.

(i) In cases where employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.

(j) In agencies which are operating on flexi-time, time spent attending or travelling to or from formal classes for approved courses between 8.15 am and 4.30 pm, less the usual lunch break, and for which "time off" would usually be granted, is to be counted as credit time for the purpose of calculating total hours worked per week.

(k) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the employee's normal place of work.

(l) An employee shall not be granted more than 5 hours' time off with pay per week except in exceptional circumstances where the Employer may decide otherwise.

(m) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.

(n) An employee performing service with the Australian Defence Force is not entitled to study leave for any period of service with the Australian Defence Force that they receive defence force reserves leave as provided for by Clause 40. – Defence Force Reserves Leave of this Award.

(o) A service agreement or bond will not be required.

(3) Financial Assistance

(a) The Employer may reimburse an employee for the full or any part of any reasonable cost of enrolment fees, Higher Education Contribution Surcharge, compulsory text books, compulsory computer software and other necessary study materials for studies commenced during their employment.

(b) Half of the value of the agreed costs shall be reimbursed immediately following production of written evidence of enrolment and costs incurred, and the remaining half shall be reimbursed following production of written evidence of successful completion of the subject for which reimbursement has been claimed.

(c) The Employer and employee may agree to alternative reimbursement arrangements.

(4) Cadets and Trainees

(a) Agencies are to meet the payment of higher education administrative charges for cadets and trainees who, as a condition of their employment, are required to undertake studies at a

university or college of advanced education. Employees who of their own volition attend such institutions to gain higher qualifications will be responsible for the payment of fees.

(b) This assistance does not include the cost of textbooks or Guild and Society fees.

(c) An employee who is required to repeat a full academic year of the course will be responsible for payment of the higher education fees for that particular year.

(5) Approved Courses for Study Purposes

(a) For the purposes of subclauses (2) and (3) of this clause, the following are approved courses:

(i) Degree or associate diploma courses at a university within the Australia;

(ii) Degree or diploma courses at an authorised non-university institution;

(iii) Diploma courses provided by registered training organisations, including TAFE;

(iv) Two-year full time certificate courses provided by registered training organisations, including TAFE;

(v) Courses recognised by the National Authority for the Accreditation of translators and Interpreters (NAATI) in a language relevant to the needs of the public sector; and

(vi) Secondary courses leading to the Tertiary Entrance Examination or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.

(b) For the purposes of paragraph (a) of subclause (5) of this clause:

(i) The term 'university' includes recognised Australian universities and recognised overseas universities as defined by the *Higher Education Act 2004* (WA);

(ii) An authorised non-university institution is a non-university institution that is authorised under the *Higher Education Act 2004* (WA) to provide a higher education course; and

(iii) A registered training organisation is an organisation that is registered with the Training Accreditation Council or equivalent registering authority and complies with the nationally agreed standards set out in the Australian Quality Training Framework (AQTF).

(c) An employee who has completed a diploma through TAFE is eligible for study assistance to undertake a degree course at a university within Australia or an authorised non-university institution.

(d) An employee who has completed a two year full time certificate through TAFE is eligible for study assistance to undertake a diploma course specified in sub-paragraph (iii) of paragraph (a) of subclause (5) of this clause or a degree or diploma course specified in sub-paragraphs (i) or (ii) of paragraph (a) of subclause (5) of this clause.

(6) Full Time Study

(a) Subject to the provisions of paragraph (b) of subclause (6) of this clause, the Employer may grant an employee full time study leave with pay to undertake:

(i) post graduate degree studies at Australian or overseas tertiary education institutions; or

(ii) study tours involving observations and/or investigations; or

(iii) a combination of postgraduate studies and study tour.

(b) Applications for full time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:

(i) The course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of subclauses (2) and (5) of this clause and Clause 39. - Leave without Pay of this Award.

(ii) It must be a highly specialised course with direct relevance to the employee's profession.

(iii) It must be highly relevant to the agency's corporate strategies and goals.

(iv) The expertise or specialisation offered by the course of study should not already be available through other employees employed within the agency.

(v) If the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an employee is still under a bond, this does not preclude approval being granted to take further study leave if all the necessary criteria are met.

(vi) A fixed term contract employee may not be granted study leave with pay for any period beyond that employee's approved period of engagement.

(c) Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.

(d) Where an outside award is granted and the studies to be undertaken are considered highly desirable by the Employer, financial assistance to the extent of the difference between the employee's normal salary and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria then part or full payment of salary may be approved at the discretion of the Employer.

(e) The Employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.

(f) Where recipients are in receipt of a living allowance, this amount should be deducted from the employee's salary for that period.

(g) Where the Employer approves full time study leave with pay the actual salary contribution forms part of the agency's approved average staffing level funding allocation. The Employer should bear this in mind if considering temporary relief.

(h) Where study leave with pay is approved and the Employer also supports the payment of transit costs and/or an accommodation allowance, the Employer will gain approval for the transit and accommodation costs as required.

(i) Where employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the Employer together with some local transit and accommodation expenses providing it meets the requirements of paragraph (b) of subclause (6) of this clause. Each case is to be considered on its merits.

(j) The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for employees under the award.

43. - WITNESS AND JURY SERVICE

(1) Witness

(a) An employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify the College Manager who shall notify the Director.

(b) Where an employee is subpoenaed or called as a witness to give evidence in an official capacity that employee shall be granted by the Director leave of absence with pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the Director. The employee is not entitled to retain any witness fee but shall pay all fees received into the Consolidated Fund. The receipt for such payment with a voucher showing the amount of fees received shall be forwarded to the Director.

(c) An employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the Director.

(d) An employee subpoenaed or called as a witness on behalf of the Crown, not in an official capacity shall be granted leave with full pay entitlements. If the employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to retain any witness fees but shall pay all fees received into the Consolidated Fund.

(e) An employee subpoenaed or called as a witness under any other circumstances other than specified in subclause (1) paragraphs (b) and (d) of this clause shall be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with this Award.

(2) Jury

(a) An employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the College Manager who shall notify the Director.

(b) An employee required to serve on a jury shall be granted by the Director leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror.

(c) An employee granted leave of absence on full pay as prescribed in paragraph (b) of subclause (2) of this clause is not entitled to retain any juror's fees but shall pay all fees received into Consolidated Fund. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the Director.

44. - CONSULTATION

(1) The parties recognise the need for effective communication to improve the business/operational performance and working environment in the Employer.

(2) The parties acknowledge that decisions will continue to be made by the Employer who is responsible and accountable to Government for the effective and efficient operation of the Employer.

(3) The parties agree that:

(a) where the Employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of employees, the union and employees affected shall be notified by the Employer as early as possible;

(b) for the purposes of discussion the Employer shall provide to the employees concerned relevant information about the changes, including the effect of the changes on employees, provided the Employer shall not be required to disclose any information that is confidential; and

(c) in the context of discussions the Union and employees are able to contribute to the decision making process.

45. - DISPUTE SETTLEMENT PROCEDURE

Employee/Employer Disputes

(1) Any questions, difficulties or disputes arising in the course of the employment of employees covered by this Award shall be dealt with in accordance with this clause.

(2) The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days. An employee may be accompanied by a Union representative.

(3) If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days. An employee may be accompanied by a Union representative.

(4) If the dispute is still not resolved, it may be referred by the employee/s or Union representative to the Employer or his/her nominee.

(5) Where the dispute cannot be resolved within five (5) working days of the Union representatives' referral of the dispute to the Employer or his/her nominee, either party may refer the matter to the WAIRC.

(6) The period for resolving a dispute may be extended by agreement between the parties.

(7) At all stages of the procedure the employee may be accompanied by a Union representative.

46. - LEAVE TO ATTEND UNION BUSINESS

(1) The Director shall grant paid leave at the ordinary rate of pay during normal working hours to an employee:

(a) who is required to give evidence before any industrial tribunal;

(b) who as a Union-nominated representative is required to attend negotiations and/or proceedings before an industrial tribunal and/or meetings with Ministers of the Crown, their staff or any other representative of Government;

(c) when prior agreement between the Union and the Employer has been reached for the employee to attend official Union meetings preliminary to negotiations or industrial hearings; and

(d) who as a Union-nominated representative is required to attend joint Union/management consultative committees or working parties.

(2) The granting of leave is subject to the Employer's convenience and shall only be approved:

(a) where reasonable notice is given for the application for leave;

(b) for the minimum period necessary to enable the Union business to be conducted or evidence to be given; and

(c) for those employees whose attendance is essential.

(3) The Employer shall not be liable for any expenses associated with an employee attending to Union business.

(4) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.

(5) An employee shall not be entitled to paid leave to attend to Union business other than as prescribed by this clause.

(6) The provisions of the clause shall not apply to:

(a) special arrangements made with the Union, which provide for unpaid leave for employees to conduct Union business;

(b) when an employee is absent from work without the approval of the Employer; and

(c) casual employees.

47. - RIGHT OF ENTRY AND INSPECTION BY AUTHORISED REPRESENTATIVES

(1) The parties shall act consistently with the terms of Division 2 G. – Right of Entry and Inspection by Authorised Representatives – of the Industrial Relations Act, 1979.

(2) An authorised representative is not entitled to exercise his or her power of entry and inspection under the *Industrial Relations Act 1979*, as amended, unless the authorised representative has given the Employer at least 24 hours written notice.

48. - TRADE UNION TRAINING LEAVE

(1) Subject to the Employer's convenience, paid leave of absence shall be granted by the Director to employees who are nominated by their Union to attend short courses relevant to the public sector, or the role of Union workplace representatives, conducted by the Union.

(2) An employee shall be granted up to a maximum of five (5) days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five (5) days and up to ten (10) days may be granted in any one (1) calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten (10) days.

(3) (a) Leave of absence will be granted at the rate of pay as per Schedule A. – Salaries, ofthis Award and includes the 25% loading allowance as per clause 14 – Salaries, subclause (4) of this Award.

(b) Where a rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.

(c) Part-time employees shall receive the same entitlement as full-time employees, but payment shall only be made for those hours that would normally have been worked but for the leave.

(4) (a) Any application by an employee shall be submitted to the Employer for approval at least four (4) weeks before the commencement of the course unless the Director agrees otherwise.

(b) All applications for leave shall be accompanied by a statement from the Union indicating that the employee has been nominated for the course.The application shall provide details as to the subject, commencement date, length of course, venue and the authority which is conducting the course.

(5) A qualifying period of 12 months service shall be served before an employee is eligible to attend courses or seminars of more than a half day duration. The Director may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months service.

(6) The Employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.

(7) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

49. - UNION FACILITIES FOR UNION REPRESENTATIVES

(1) The Employer recognises the rights of the Union to organise and represent its members. Union representatives in the Employer's workplace have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing the individual and collective interests of members in the workplace and Union electorate.

(2) The Employer recognises that, under the Union's rules, Union representatives are members of an Electorate Delegates Committee representing members within a Union electorate. A Union electorate may cover more than one agency.

(3) The Employer will recognise Union representatives in the workplace and will allow them to carry out their role and functions.

(4) The Union will advise the Employer in writing the names of the Union representatives in the Employer's workplaces.

(5) The Employer shall recognise the authorisation of each Union representative in the Employer's workplaces and shall provide them with the following:

(a) Paid time off from normal duties to perform their functions as a Union representative such as organising, recruiting, handling individual matters and workplace disputes, involvement in the electorate delegates committee and to attend Union business in accordance with Clause 46. – Leave to Attend Union Business of this Award.

(b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email – including broadcast emails – to all employees, Internet, a union noticeboard photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal Employer protocols.

(c) Paid access to periods of leave for the purpose of attending Union training courses in accordance with Clause 48. – Trade Union Training Leave of this Award. Country representatives will be provided with appropriate travel time.

(d) Notification of the commencement of new employees, and as part of their induction, time to discuss the benefits of Union membership to them.

(e) Access to awards, agreements, policies and procedures.

(f) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives, Grievance Officers and First Aid Officers.

(6) The Employer recognises that it is paramount that Union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a Union representative.

50. – REPRESENTATION RIGHTS

Employee entitlement to Representation

(1) For the purposes of representation under this clause, significant matters are discipline, performance, officer entitlements, fitness for work and return to work.

(2) In respect of significant matters an employee's right to representation includes advocacy.

(3) The employer will recognise the choice of representative made by an employee, which may include a union representative, a union official or an employee of the union.

(4) If:

(a) a representative nominated by an employee, being an organisation within the meaning of the Industrial Relations Act 1979 (the Act), an employee or officer of such an organisation, a union representative within the meaning of clause 36(2) of this Award, a person registered under section 112A of the Act, an employee or officer of such a person, or a legal practitioner, or

(b) an employee,

notifies the employer in writing that a representative acts for the employee in relation to a matter and provides the identity and contact details of the representative, the employer must recognise that person's representational capacity in all future dealings on that matter.

(5) The presence of a representative is not necessary at every meeting between an employee and the employer (or a representative of the employer). Where the meeting involves a significant matter the representative shall be permitted to attend. All parties will make reasonable efforts to avoid unnecessary delays.

(6) The employer accepts a representative can advocate on behalf of the employee at the meeting. For the purposes of this clause only, an advocate may make comments on the process, ask questions, seek clarification of questions put to the employee, seek adjournments to confer with the employee and provide further comments at the conclusion of the interview, but will not answer questions of fact put to the employee.

51. – ACCESS TO INFORMATION AND RESOURCES

(1) The parties recognise that information technology resources have major implications for industrial and human resource functions within the workplace.

(2) The Employer recognises the need to provide appropriate information to all employees, so it is accessible in the workplace in either electronic or hard copy format.

(2) The Employer recognises the need to provide appropriate information to all employees, so it is accessible in the workplace in either electronic or hard copy format.

(3) Where the Employer utilises information technology as the means of communicating to employees, the Employer must ensure that where employees do not have access to technology, then alternative methods of providing this information will be used.

52. – COPIES OF THE AWARD

The employee shall be entitled to have access to a copy of the Award. The Employer shall make sufficient copies available for this purpose.

53. – PARTIES TO THE AWARD

Department of Education

and

The Civil Service Association of Western Australia Incorporated

SCHEDULE A - SALARIES

	Annual Base Salary – on and from the commencement of the first pay period on or after 1 July 2022	25% loading over 46 weeks
College Managers Grade A: 0 – 20		
1st year of service	54215	11952
Grade B: 21 – 80		
1st year of service	56250	12400
2nd year of service	57600	12698
3rd year if service	58618	12922
4th year of service	59126	13034
or thereafter		
Grade C: 81 – 130		
1st year of service	60155	13261
2nd year of service	61179	13487
3rdyear if service	62198	13711
or thereafter		
Grade D: 131 – 200		
1st year of service	62703	13823
2nd year of service	63725	14048
3rd year if service	64908	14309
or thereafter		
Grade E: 201 – 300		
1st year of service	66208	14595
2nd year of service	67503	14881
3rd year if service	68805	15168
or thereafter		
Senior Supervisors		
Grade A: 0 – 20		
1st year of service	46296	10206
Grade B: 21 – 80		
1st year of service	48092	10602
2nd year of service or thereafter	49632	10941
Grade C: - 81 – 130		
1st year of service	50365	11103
2nd year of service or thereafter	50959	11234
Grade D: 131 – 200		
1st year of service	51327	11315
2nd year of service or thereafter	51495	11352
Grade E: 201 – 300		
1st year of service	51833	11426
2nd year of service or thereafter	52286	11526
Supervisors		
1st year of service	45558	10043
2nd year of service	45928	10125
3rd year of service or thereafter	46296	10206

Casual and Part-Time Supervisory Staff Hourly Rates of Pay		
(25% Loading Excluded)		

	on and from the commencement of the first pay period on or after 1 July 2022	
Part-time Supervisory Staff	$23.29 per hour	

Casual Supervisory Staff (Includes 20% Casual Loading)	$27.95 per hour	

For the purposes of calculating part-time and casual hourly rates of pay (25% loading allowance excluded) the following formulae will apply:

Part-Time Supervisor

Annual base salary x 12 divided by 313 = fortnightly base salary

fortnightly base salary divided by 75 = hourly salary.

Casual Supervisor

Part-time hourly salary + 20% loading = casual hourly salary.

SCHEDULE B - DISTRICT ALLOWANCE

(a) Employees without dependants (subclause 19(3)):

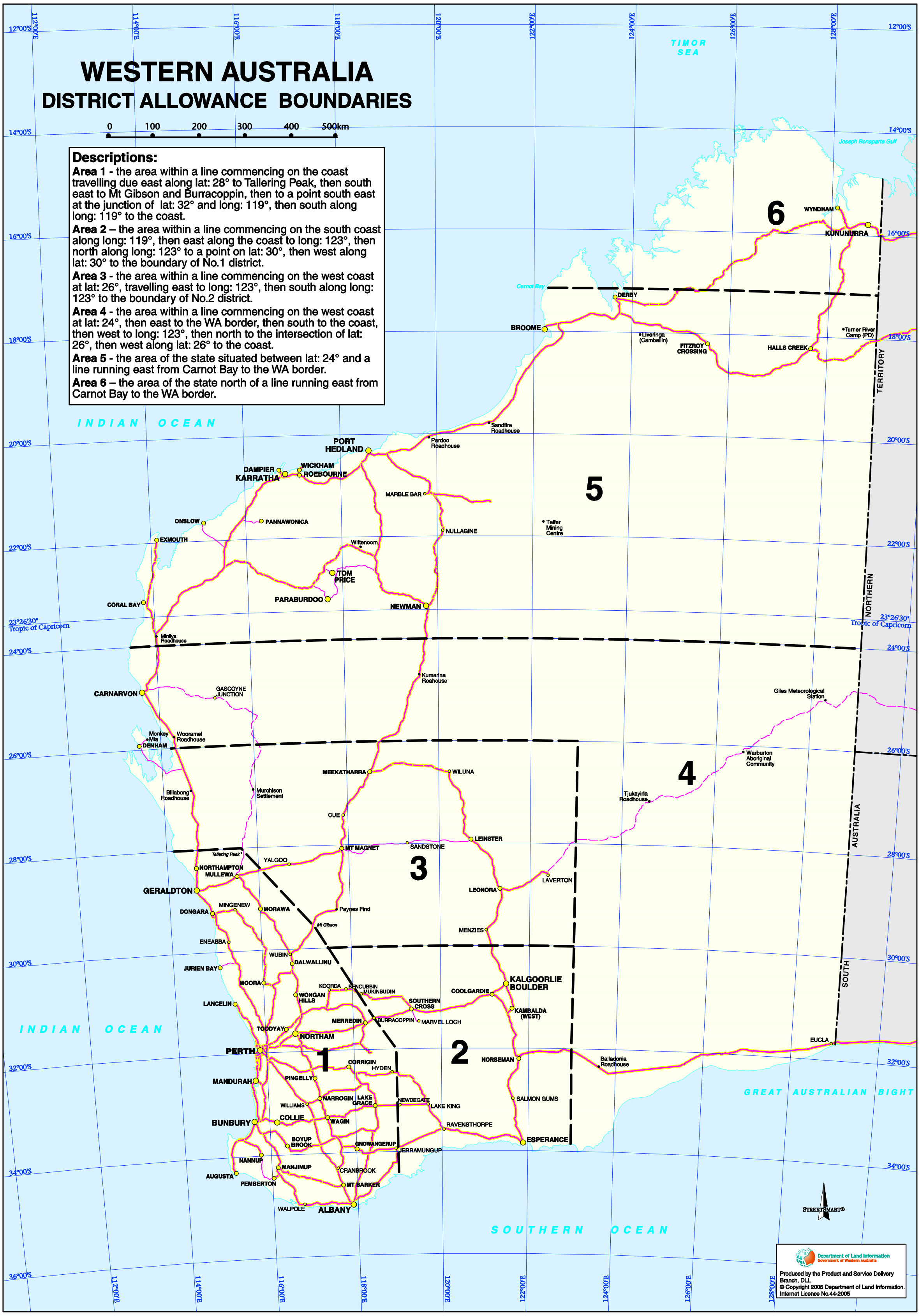
Column I	Column II Standard Rate	Column III Exceptions to Standard Rate	Column IV Rate
District No.	$ p.a.	Town or Place	$ p.a.
6	4,437	Nil	Nil
5	3,469	Fitzroy Crossing	4,888
		Halls Creek	
		Turner River Camp	
		Nullagine	
		Liveringa (Camballin)	
		Marble Bar	
		Wittenoom	
		Karratha	4,544
		Port Hedland	
4		Warburton Mission	
		Carnarvon	4,273
3		Meekatharra	3,976
		Mount Magnet	
		Wiluna	
		Laverton	
		Leonora	
		Cue	
2	1,829	Kalgoorlie Boulder	4,912
			1,723
		Ravensthorpe	
		Norseman	
		Salmon Gums	
		Marvel Loch	
		Esperance	
1	Nil	Nil	Nil

(b) Employees with dependants (subclause 19(4)):

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

The allowances prescribed in this schedule shall operate from the beginning of the first pay period commencing on or after 1 July 2012.

MAP– DISTRICT ALLOWANCES



SCHEDULE C - MOTOR VEHICLE ALLOWANCE

As from the first pay period commencing on or after 15 July 2008

Part 1 - Motor Car

Area Details	Rate (cents) per kilometre Engine Displacement (in cubic centimetres) Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan Area			
First 4000 kilometres	185.5	127.4	101.0
Over 4000 up to 8000 kms	80.7	58.8	48.9
Over 8000 up to 16000 kms	45.8	35.9	31.5
Over 16000 kms	50.6	38.1	32.4
South West Land Division			
First 4000 kilometres	187.4	128.6	102.2
Over 4000 up to 8000 kms	82.2	59.6	49.7
Over 8000 up to 16000 kms	47.1	36.6	32.2
Over 16000 kms	51.9	38.7	33.0
North of 23.5° South Latitude			
First 4000 kilometres	203.9	139.4	110.7
Over 4000 up to 8000 kms	89.1	64.3	53.5
Over 8000 up to 16000 kms	50.8	39.3	34.4
Over 16000 kilometres	53.9	40.4	34.5
Rest of State			
First 4000 kilometres	194.7	133.1	105.3
Over 4000 up to 8000 kms	85.2	61.6	51.1
Over 8000 up to 16000 kms	48.7	37.7	33.1
Over 16000 kilometres	52.7	39.4	33.6

Part 2 - Motor Car

Area Details	Rate (cents) per kilometre Engine Displacement (in cubic centimetres) Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0

North of 23.5o South Latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6

Part 3 - Motor Cycle

Distance travelled during a year on official business	Rate
Cents per kilometre	31.0

WESTERN AUSTRALIA
MOTOR VEHICLE ALLOWANCE ZONES
0 100 200 300 400 500km
TIMOR SEA
INDIAN OCEAN
ZONE 4
North of 23.5° South Latitude
ZONE 3
Remainder of State
ZONE 2
ZONE 1
50 km Radius
GREAT AUSTRALIAN BIGHT
SOUTHERN OCEAN
NORTHERN TERRITORY
SOUTH AUSTRALIA
WYNDHAM
KUNUNURRA
DERBY
BROOME
HALLS CREEK
PORT HEDLAND
DAMPIER
KARRATHA
WICKHAM
ROEBOURNE
MARBLE BAR
NULLAGINE
ONSLOW
EXMOUTH
PANNAWONICA
TOM PRICE
PARABURDOO
NEWMAN
CORAL BAY
CARNARVON
GASCOYNE JUNCTION
DENHAM
MEEKATHARRA
WILLUNA
CUE
MT MAGNET
SANDSTONE
LEINSTER
YALGOO
NORTHAMPTON
MULLEWA
GERALDTON
DONGARA
MINGENEW
MORAWA
LEONORA
LAVERTON
MENZIES
ENEABBA
JURIEN BAY
WUBIN
DALWALLINU
MOORA
KOORDA
BENCUBBIN
WONGAN HILLS
MUKINBUDIN
BULLFINCH
SOUTHERN CROSS
COOLGARDIE
KALGOORLIE BOULDER
KAMBALDA (WEST)
LANCELIN
TODDYAY
MERREDIN
BURRACOPPIN
MARVEL LOCH
NORTHAM
PERTH
MANDURAH
PINGELLY
CORRIGIN
HYDEN
NORSEMAN
EUCLA
SALMON GUMS
WILLIAMS
NARROGIN
LAKE GRACE
NEWDEGATE
LAKE KING
COLLIE
WAGIN
BUNBURY
RAVENSTHORPE
MUNGLINUP
ESPERANCE
BOYUP BROOK
GNOWANGERUP
JERRAMUNGUP
NANNUP
MANJIMUP
CRANBROOK
AUGUSTA
PEMBERTON
MT BARKER
WALPOLE
ALBANY
Shire of Wyndham - East Kimberley
Shire of Derby - West Kimberley
Shire of Broome
Shire of Halls Creek
Shire of East Pilbara
Shire of Roebourne
Shire of Ashburton
Shire of Exmouth
Shire of Carnarvon
Shire of Upper Gascoyne
Shire of Meekatharra
Shire of Wiluna
Shire of Ngaanyatjarraku
Shire of Murchison
Shire of Shark Bay
Shire of Leonora
Shire of Laverton
Shire of Menzies
City of Kalgoorlie - Boulder
Shire of Coolgardie
Shire of Dundas
Shire of Esperance
Joseph Bonaparte Gulf
Camot Bay
Turner River Camp (PD)
Liveringa (Cambalin)
Pardoo Roadhouse
Sandfire Roadhouse
Telfer Mining Centre
Kumarina Roadhouse
Giles Meteorological Station
Warburton Aboriginal Community
Tjukayirla Roadhouse
Monkey Mia
Wooramel Roadhouse
Billabong Roadhouse
Murchison Settlement
Peynes Find
Mt Gibson
Balladonia Roadhouse
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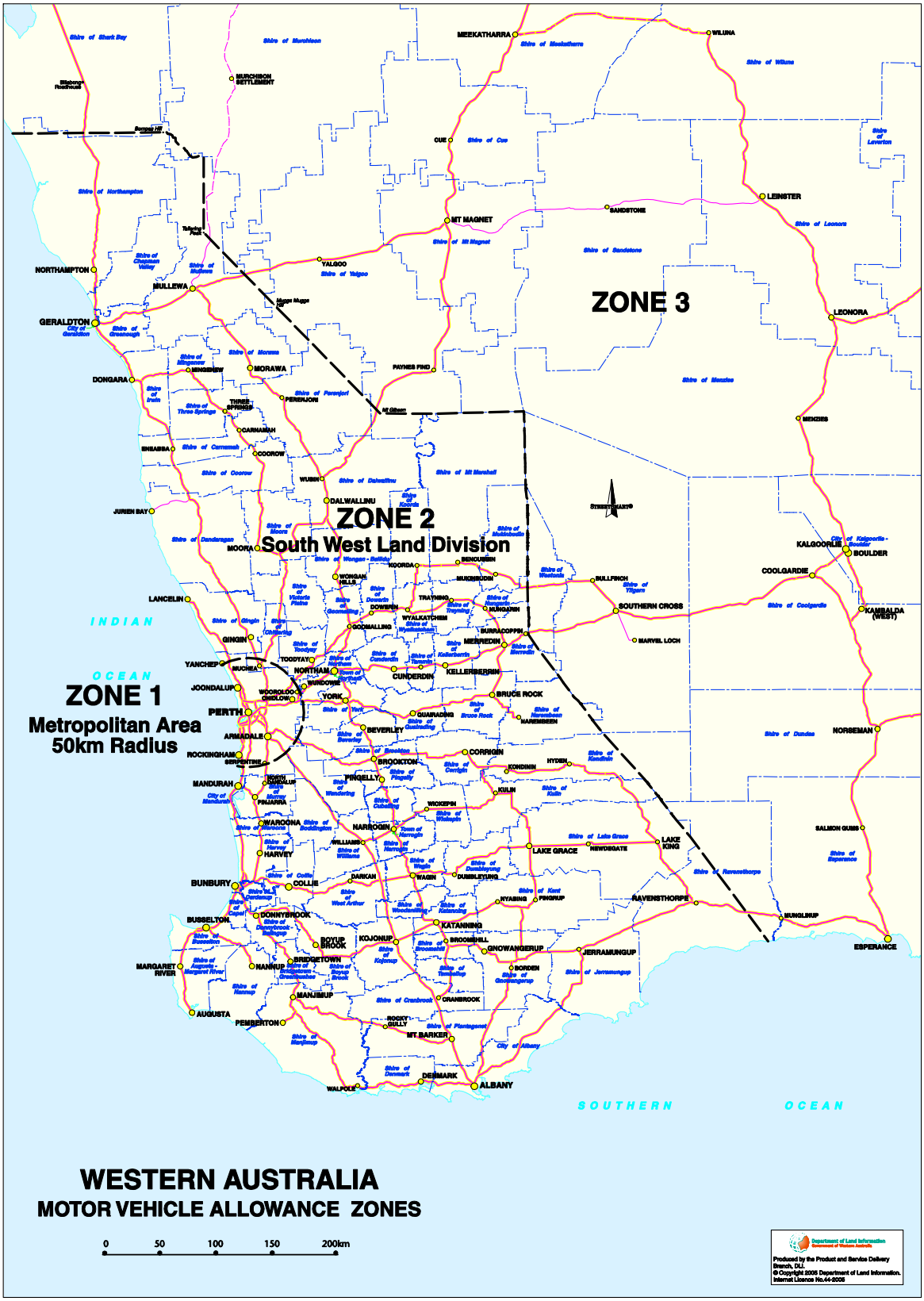

WESTERN AUSTRALIA
MOTOR VEHICLE ALLOWANCE ZONES

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SCHEDULE D - TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

ITEM	PARTICULARS	COLUMN A DAILY RATE	COLUMN B DAILY RATE OFFICERS WITH DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 23.1(b)(ii) TRANSFER ALLOWANCE FOR PERIOD IN EXCESS OF PRESCRIBED PERIOD (CLAUSE 26.3)	COLUMN C DAILY RATE OFFICERS WITHOUT DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 23.1(b)(ii))
ALLOWANCE TO MEET INCIDENTAL EXPENSES				
		$	$	$
(1)	WA - South of 26º South Latitude	14.55		
(2)	WA - North of 26º South Latitude	21.70		
(3)	Interstate	21.70		
ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL				
		$	$	$
(4)	WA - Metropolitan Hotel or Motel	305.45	152.70	101.80
(5)	Locality South of 26º South Latitude	208.55	104.30	69.50
(6)	Locality North of 26º South Latitude			
	Broome	456.70	228.35	152.25
	Carnarvon	255.15	127.55	85.05
	Dampier	366.70	183.35	122.25
	Derby	342.20	171.10	114.05
	Exmouth	292.70	146.35	97.55
	Fitzroy Crossing	370.20	185.10	123.40
	Gascoyne Junction	291.70	145.85	97.25
	Halls Creek	247.20	123.60	82.40
	Karratha	445.70	222.85	148.55
	Kununurra	331.70	165.85	110.55
	Marble Bar	271.70	135.85	90.55
	Newman	338.95	169.50	113.00
	Nullagine	256.70	128.35	85.55
	Onslow	273.30	136.65	91.10
	Pannawonica	192.70	96.35	64.25
	Paraburdoo	259.70	129.85	86.55
	Port Hedland	367.15	183.55	122.40
	Roebourne	241.70	120.85	80.55
	Shark Bay	240.20	120.10	80.05
	Tom Price	320.20	160.10	106.75
	Turkey Creek	235.70	117.85	78.55
	Wickham	508.70	254.35	169.55
	Wyndham	254.70	127.35	84.90

(7)	Interstate - Capital City			
	Sydney	304.90	152.45	101.60
	Melbourne	288.55	144.30	96.15
	Other Capitals	270.10	135.05	89.95
(8)	Interstate - Other than Capital City	208.55	104.30	69.50

ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL

(9)	WA - South of 26° South Latitude	93.65
(10)	WA - North of 26° South Latitude	128.25
(11)	Interstate	128.25

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

(12)	WA – South of 26° South Latitude:	
	Breakfast	16.30
	Lunch	16.30
	Dinner	46.50
(13)	WA – North of 26° South Latitude	
	Breakfast	21.20
	Lunch	33.20
	Dinner	52.20
(14)	Interstate	
	Breakfast	21.20
	Lunch	33.20
	Dinner	52.20

DEDUCTION FOR NORMAL LIVING EXPENSES (CLAUSE 27.5(a))

(15)	Each Adult	26.25
(16)	Each Child	4.50

MIDDAY MEAL (CLAUSE 27.11)

(17)	Rate per meal	6.35
(18)	Maximum reimbursement per pay period	31.75

The allowances prescribed in this Schedule shall operate from the beginning of the first pay period commencing on or after 21 April 2010.

VARIATION RECORD

V A R I A T I O N R E C O R D

Department of Education (Residential College Supervisors) Award 2005
NO. PSAA 1 OF 2005
Delivered on 24 October 2005 at 85 WAIG 3668
Consolidated

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
	Cl	P 6/22	28/03/23	Unreported
2. Minimum Adult Award Wage				
	Cl.	957/05	07/07/06	86 WAIG 1631 & 1854
	Cl.	1/07	01/07/07	87 WAIG 1487 & 1735
	Cl	115/07	01/07/08	88 WAIG 773 & 998
	Cl	1/09	01/10/09	89 WAIG 735 & 1419
	Cl	2/10	01/07/10	90 WAIG 568 & 910
	Cl	2/11	01/07/11	91 WAIG 1008 & 1356
	Cl	2/12	01/07/12	92 WAIG 1127
	Cl.	1/13	01/07/13	93 WAIG 797
	Cl.	1/14	01/07/14	94WAIG 641
	Cl.	1/15	01/07/15	95 WAIG 997
	Cl.	1/16	01/07/16	96 WAIG 849
	Cl.	1/17	01/07/17	97 WAIG 912
	Cl.	1/18	01/07/18	98 WAIG 263 & 623
	Cl	1/19	01/07/19	99 WAIG 509 & 943
	Cl	1/20	01/01/21	100 WAIG 727
	Cl	1/21	01/07/21	101 WAIG 733
3. Arrangement				
	Cl	P 38/08	15/1/09	89 WAIG 324
	Cl	P 6/22	28/03/23	Unreported
4. Area of Operation				
5. Scope				
	Cl	P 6/22	28/03/23	Unreported
6. Term of Award				
7. Definitions				
	(n)	P 28/06	26/07/06	86 WAIG 2546
	Cl	P 6/22	28/03/23	Unreported
8. Contract of Service				
	(3)(b)	P 38/08	15/1/09	89 WAIG 324
	Ins (8)(g)	P 4/11	29/06/11	91 WAIG 1046
	Corr Ord (operative date)	P 4/11	27/06/11	91 WAIG 1047
	(1), (2)(a)-(b), (2)(e)-(g) & (4)(a)	P 6/22	28/03/23	Unreported
9. Hours of Duty				
	(1)(b) & (1)(d)(i)	P 6/22	28/03/23	Unreported
10. Part-time Employment				
	(3)	P 38/08	15/1/09	89 WAIG 324
	(5), (7)(a), (9), (10) & (11)(b)	P 6/22	28/03/23	Unreported
11. Fixed-Term Contract Employees				
	(1)	P 38/08	15/1/09	89 WAIG 324
	(1) & (4)	P 6/22	28/03/23	Unreported
12. Casual Employment				
	(4); ins. (6)	P 28/06	26/07/06	86 WAIG 2546
	(4)	P 38/08	15/1/09	89 WAIG 324
	(2) & (6)(b)-(c)	P 6/22	28/03/23	Unreported

13. Traineeships				
	(1)(c); (2)-(3); (4)(b)	P 38/08	15/1/09	89 WAIG 324
	(1)(c); (2)-(3); (4)(b)	P 6/22	28/03/23	Unreported
14. Salaries				
	(2)(c)(iv)-(vi); (4)(d)	P 38/08	15/1/09	89 WAIG 324
	(Corr Ord) (2)(c)(iv)	P38/08	15/01/09	89 WAIG 333
	(5)(b)	P 6/22	28/03/23	Unreported
15. Annual Increments				
	Cl	P 4/11	29/06/11	91 WAIG 1046
	Corr Ord (operative date)	P 4/11	27/06/11	91 WAIG 1047
16. Purchased Leave - Deferred Salary Arrangement				
	Ins (7)	P 28/06	26/07/06	86 WAIG 2546
	(1), (2), (6) & (7)	P 6/22	28/03/23	Unreported
17. Salary Packaging Arrangement				
	(1) & (4)	P 6/22	28/03/23	Unreported
18. Keeping of and Access to Employment Records				
19. District Allowance				
	(4). Ins. (13), renum (13) - (14) as (14) - (15).	P 38/08	15/1/09	89 WAIG 324
	(8) & (11)	P 6/22	28/03/23	Unreported
20. Disturbance Allowance				
	(1)	P 38/08	15/1/09	89 WAIG 324
	(1)	P 6/22	28/03/23	Unreported
21. Higher Duties Allowance				
	(1) & (3)	P 6/22	28/03/23	Unreported
22. Motor Vehicle Allowance				
	(5)	P 10/07	28/08/07	87WAIG2589
	(5)	P 21/08	7/11/08	88 WAIG 2260
	(2); (3)	P 38/08	15/1/09	89 WAIG 324
	(5)	P 17/09	28/8/09	89 WAIG 1063
	(5)	P 36/10	24/9/10	90 WAIG 1711
	(5)	P 15/2012	08/08/2012	92 WAIG 1566
	(2)(a), (2)(b)(vi), (3)(a), (4)(a) & (5)	P 6/22	28/03/23	Unreported
23. Relieving Allowance				
	(3)	P 38/08	15/1/09	89 WAIG 324
	(1)(b)(ii), (3) & (4)	P 6/22	28/03/23	Unreported
24. Removal Allowance				
	(1) & (6)	P 19/06	15/08/06	86 WAIG 2749
	(1)(c) - (d) & (6)	P 10/07	28/08/07	87 WAIG2 589
	(1)(c) - (d) & (6)	P 21/08	7/11/08	88 WAIG 2260
	Cl	P 38/08	15/1/09	89 WAIG 324
	(1)(c)- (d) & (6)	P 17/09	28/8/09	89 WAIG 1063
	(1)(c)-(d) & 6	P 36/10	24/9/10	90 WAIG 1711
	(1)(c) -(d) & (6)	P 19/11	16/9/11	91 WAIG 2140
	(1)(c)-(d) & (6)	P 15/2012	08/08/2012	92 WAIG 1566
	(1)(c)-(d) & (6)	P 7/14	22/01/15	95WAIG225
	(1)(c)-(d) & (6)	P 5/15	13/11/15	95 WAIG 1818
	(1)(b)-(d), (2)-(6) & (8)-(10)	P 6/22	28/03/23	Unreported
25. Part-time/Casual Sleepover Allowance				
	(4)	P 6/22	28/03/23	Unreported
26. Transfer Allowance				
	(2)-(4) & (5)(b)	P 6/22	28/03/23	Unreported
27. Travelling Allowance				
	(6) & (10)	P 6/22	28/03/23	Unreported
28. Annual Leave				
	(1)-(2) & (8)	P 38/08	15/1/09	89 WAIG 324
	(3) & (5)	P 6/22	28/03/23	Unreported
29. Between Term Leave				

30. Long Service Leave			
Ins (16)	P 28/06	26/07/06	86 WAIG 2546
(9)	P 38/08	15/1/09	89 WAIG 324
(4)(a), (5), (7)(a)-(b), (8), (12)(a), (13)(a), (14)(a), (15)(a)-(b) & (16)	P 6/22	28/03/23	Unreported
31. Sick Leave			
(2)-(3), (9)-(10), (15) & (19)	P 6/22	28/03/23	Unreported
32. Short Leave			
(1) & (2)	P 6/22	28/03/23	Unreported
33. Carer's Leave			
(2) & (3)	P 6/22	28/03/23	Unreported
34. War Caused Illness			
35. Bereavement Leave			
(1); ins (6)	P 38/08	15/1/09	89 WAIG 324
(1)	P 4/11	29/06/11	91 WAIG 1046
Corr Ord (operative date)	P 4/11	27/06/11	91 WAIG 1047
(4) & (6)(a)-(b)	P 6/22	28/03/23	Unreported
36. Blood/Plasma Donors Leave			
37. Cultural/Ceremonial Leave			
(6)	P 28/06	26/07/06	86 WAIG 2546
(3)-(5) & (7)	P 6/22	28/03/23	Unreported
38. Emergency Service Leave			
(5)	P 38/08	15/1/09	89 WAIG 324
(1) & (2)	P 6/22	28/03/23	Unreported
39. Leave Without Pay			
Cl.	P 28/06	26/07/06	86 WAIG 2546
(1) & (2)(a)	P 6/22	28/03/23	Unreported
40. Defence Force Reserves Leave			
(1) - (4)	P 38/08	15/1/09	89 WAIG 324
(1), (3) & (6)(b)	P 6/22	28/03/23	Unreported
41. Parental Leave			
Cl.	P 28/06	26/07/06	86 WAIG 2546
(1), (2)(g), (4)(a), (6)(c)-(d), (7)(a), (9)(a)-(c), (10), (11)(a) & (12)(e)	P 6/22	28/03/23	Unreported
42. Study Assistance			
(1), (2)(a), (2)(b)(vi), (2)(f), (2)(l), (3)(a), (3)(c), (6)(a), (6)(d)-(e) & (6)(g)-(i)	P 6/22	28/03/23	Unreported
(42. Study Leave)			
CL & Title	P 38/08	15/1/09	89 WAIG 324
43. Witness and Jury Service			
(2)(c)	P 38/08	15/1/09	89 WAIG 324
44. Consultation			
(1), (2) & (3)	P 6/22	28/03/23	Unreported
45. Dispute Settlement Procedure			
(4) & (5)			
46. Leave To Attend Union Business			
(1)(c), (2)-(3) & (6)(b)	P 6/22	28/03/23	Unreported
47. Right of Entry and Inspection by Authorised Representatives			
(2)	P 6/22	28/03/23	Unreported
48. Trade Union Training Leave			
(1), (4)(a) & (6)	P 6/22	28/03/23	Unreported

49. Union Facilities for Union Representatives			
Cl	P 6/22	28/03/23	Unreported
50. Representation Rights			
Cl ins	P 6/22	28/03/23	Unreported
(50. Copies of the Award)			
Cl & Title	P 38/08	15/1/09	89 WAIG 324
(50. Access to Information and Resources)			
Renum as Cl 51	P 6/22	28/03/23	Unreported
51. Access to Information and Resources			
Cl ins	P 6/22	28/03/23	Unreported
(51. Parties to the Award)			
Cl & Title	P 38/08	15/1/09	89 WAIG 324
(51. Copies of the Award)			
Renum as Cl 52	P 6/22	28/03/23	Unreported
52. Copies of the Award			
Cl ins	P 6/22	28/03/23	Unreported
(52. Parties to the Award)			
Cl ins	P 38/08	15/1/09	89 WAIG 324
Renum as Cl 53	P 6/22	28/03/23	Unreported
53. Parties to the Award			
Cl ins	P 6/22	28/03/23	Unreported
Schedule A – Salaries			
Sch	957/05	07/07/06	86 WAIG 1631 & 1854
Sch	1/07	01/07/07	87 WAIG 1487 & 1735
Sch	115/07	01/07/08	88 WAIG 773 & 998
Sch	1/09	01/10/09	89 WAIG 735 & 1419
Sch	2/10	01/07/10	90 WAIG 568 & 910
Sch	2/11	01/07/11	91 WAIG 1008 & 1356
Sch.	2/12	01/07/12	92 WAIG 1127
Sch.	1/13	01/07/13	93 WAIG 797
Sch.	1/14	01/07/14	94WAIG 641
Sch.	1/15	01/07/15	95 WAIG 997
Sch.	1/16	01/07/16	96 WAIG 849
Sch.	1/17	01/07/17	97 WAIG 912
Sch.	1/18	01/07/18	98 WAIG 263 & 623
Cl	1/19	01/07/19	99 WAIG 509 & 943
Cl	1/20	01/01/21	100 WAIG 727
Cl	1/21	01/07/21	101 WAIG 733
Schedule B – District Allowance			
Map	P 28/06	26/07/06	86 WAIG 2546
Sch	P 45/10	1/7/10	91 WAIG 183
Sch	P 8/2012	01/07/2012	92 WAIG 1564
Schedule C – Motor Vehicle Allowance			
Maps	P 28/06	26/07/06	86 WAIG 2546
Sch	P19/08	15/07/08	88WAIG 1626
Schedule D – Travelling, Transfer and Relieving Allowance			
Sch	P 39/05	22/12/05	86 WAIG 16
Sch	P 5/08	14/04/08	88WAIG 360
Sch	P 10/09	17/06/09	89 WAIG 767
Sch.	P 7/10	21/04/10	90 WAIG 385
Sch	P 27/10	21/4/10	90 WAIG 1712
Entire Award	P 38/2008	15/1/09	89 WAIG 324

Wherever word "employer"/"department" appears as ref specifically to the Authority, replace with "Authority". EG:"an agency" or "any agency" becomes "the Authority" as appropriate.
Wherever the word "officer" appears as ref employee, replace with "employee."