

# Department for Community Development (Family Resource Workers, Welfare Assistants and Parent Helpers) Award 1990

## 1. - TITLE

This Award shall be known as the Department for Community Development (Family Resource Workers, Welfare Assistants and Parent Helpers) Award 1990 and shall replace the Department for Community Services (Family Resource Workers, Welfare Assistants and Parent Helpers) Award 1986, No. A19 of 1986.

## 1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more is \$587.20 per week payable on and from the first pay period on or after 1 July 2010.
- (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 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 to the minimum adult award wage.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (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 2010 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, an apprentice, 21 years of age or more, shall not be paid less than \$510.75 per week on and from the commencement of the first pay period on or after 1 July 2010.
- (b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
- (c) 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.
- (d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

2. - ARRANGEMENT

- 1. Title
- 1B. Minimum Adult Award Wage
- 2. Arrangement
- 3. Scope
- 4. Area
- 5. Term of Award
- 6. Definitions
- 7. Certificate of Service
- 8. Contract of Service
- 9. Part-Time Employment
- 10. Casual Employment
- 11. Salaries
- 12. Purchased Leave - 44/52 Salary Arrangement
- 13. Purchased Leave - Deferred Salary Arrangement
- 14. Salary Packaging Arrangement
- 15. Annual Increments
- 16. Hours
- 17. Higher Duties Allowance
- 18. Annual Leave
- 19. Public Holidays
- 20. Long Service Leave
- 21. Sick Leave
- 22. Carers Leave
- 23. Short Leave
- 24. Parental Leave
- 25. Leave Without Pay
- 26. Study Assistance
- 27. Bereavement leave
- 28. Cultural/Ceremonial Leave
- 29. Blood/Plasma Donors Leave
- 30. Emergency Service Leave
- 31. Leave to Attend Union Business
- 32. Trade Union Training Leave
- 33. Union Facilities For Union Representatives
- 34. Defence Force Reserves Leave
- 35. Witness and Jury Service
- 36. District Allowance
- 37. Motor Vehicle Allowance
- 38. Relieving Allowance

39. Transfer Allowance
40. Travelling Allowance
41. Preservation of Rights
42. Keeping of and Access to Employment Records
43. Notification of Change
44. Deduction of Union Subscriptions
45. Right of Entry and Inspection by Authorised Representatives
46. Copies of Award
47. Establishment of Consultative Mechanisms
48. Access to Information and Resources
49. Dispute Settlement Procedure
50. Expired General Agreement Salaries
51. Named Parties to the Award

Schedule A - Salaries

Schedule B - District Allowance

Schedule C - Motor Vehicle Allowance

Schedule D - Travelling Allowance

Schedule E - Travel Concessions for Annual Leave

Schedule F - Expired General Agreement Salaries

### 3. - SCOPE

This Award shall apply to all Employees employed by the Director General, Department for Child Protection and/or the Director General, Department for Communities in the capacity of a Family Resource Worker, Welfare Assistant or Parent Helper.

### 4. - AREA

This Award shall have effect throughout the State of Western Australia.

### 5. - TERM OF AWARD

This Award shall operate from 15 August 1991 and shall remain in force for a period of 3 months.

### 6. - DEFINITIONS

- (1) "Casual Employee" means an Employee engaged by the hour for a period not exceeding one four week cycle in any period of engagement, or any Employee employed as a casual on an hourly rate of pay by agreement between the Union and Employer.
- (2) "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.
- (3) "Director General" means the Director General, Department for Child Protection and/or the Director General, Department for Communities.
- (4) "Employee" means Family Resource Worker, Welfare Assistant or Parent Helper.
- (5) "Employer" means the Director General, Department for Child Protection and/or the Director General, Department for Communities.
- (6) "Fixed Term Employee" means an Employee who is employed on a contract of service of specified duration.
- (7) "Partner" means either Spouse or De Facto Partner.

- (8) "Part-Time Employment" means regular and continuing employment for a maximum of sixty hours per four week cycle.
- (9) "Spouse" means a person who is lawfully married to that person.
- (10) "Union" means The Civil Service Association of Western Australia Incorporated (the Union).

#### 7. - CERTIFICATE OF SERVICE

On request, the Employer shall issue a Certificate of Service containing full information as to the period of service, and nature of duties performed by the Employee to the Employee on redundancy, retirement, resignation or where contracts of service expire through the effluxion of time.

#### 8. - CONTRACT OF SERVICE

- (1) (a) Every Employee appointed to the employ of an Employer shall be on probation for a period not exceeding six months, unless otherwise determined by the Employer.  
  
However, Employees appointed from the Public Sector who have at least six months' continuous satisfactory service immediately prior to their permanent appointment will not be required to serve a probationary period.
  - (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 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:
    - (i) confirm the appointment; or
    - (ii) extend the period of probation for up to six months;
    - (iii) allow the probationary employment to lapse.
  - (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) (a) No Employee shall leave the employ of an Employer until the expiration of one month's 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) One month's 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 one month's salary in lieu of the said notice.
  - (c) Notwithstanding any of the other provisions contained in this clause a lesser period of notice may be negotiated between the Employer and the Employee.
  - (d) 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.

- (e) An Employee, having attained the age of 55 years shall be entitled to retire from the employ of the Employer.
- (3) (a) A part-time Employee shall be entitled to the same salary, leave and other conditions prescribed in this Award 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) Notwithstanding the other provisions contained in this clause an Employer may employ Employees for a fixed term.
- (b) Employees appointed for a fixed term shall be advised in writing of the terms of the appointment and such advice shall specify the dates of commencement and termination of employment.
- (c) 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. - PART-TIME EMPLOYMENT

- (1) (a) Each permanent part-time arrangement shall be confirmed in writing and should include the following specifications:
  - (i) the agreed period of the arrangement; and
  - (ii) the hours to be worked daily and weekly by the Employee, including starting and finishing times, which shall hereinafter be referred to as "ordinary working hours".
- (b) The Employer shall give an Employee one (1) month's notice of any proposed variation to that Employee's ordinary working hours, provided that the Employer shall not vary the Employee's total weekly hours of duty without the Employee's prior written consent, a copy of which shall be forwarded to the Union.
- (c) Notwithstanding paragraph (b) of this subclause whenever agreement in writing is reached for a temporary variation to an Employee's ordinary working hours:
  - (i) Hours worked in excess of ordinary working hours on any day is not to be regarded as overtime but an extension of the contract hours for that day and should be paid at the normal rate of pay.
  - (ii) Additional days worked, up to a total of five days per week, are also regarded as an extension of the contract and should be paid at the normal rate of pay.
- (2) (a) An Employee who is employed on a part-time basis shall be paid a proportion of the appropriate full-time salary as contained in Schedule A. - Salaries of this Award, calculated in accordance with the following formula:

Hours Worked Per Fortnight	x	Full-time Fortnightly Salary
76		1

- (b) Part-time Employees shall be entitled to annual increments in accordance with Clause 15. - Annual Increments of this Award, subject to meeting the usual performance criteria.

(3) Employees are entitled to the holidays prescribed in Clause 19. - Public Holidays of this Award, without variation of the Employee's fortnightly salary provided the holidays occur on a day which is normally worked.

(4) (a) An Employee shall be granted leave in accordance with Clause 18. - Annual Leave of this Award. Payment to an Employee proceeding on annual leave shall be calculated having regard for any variations to the Employee's ordinary working hours during the accrual period. Payment in such instances shall be calculated as follows:

(i) 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 following formula to achieve an average fortnightly rate of pay:

$$\frac{\text{Average Fortnightly Hours Worked}}{76} \times \frac{\text{Appropriate Fortnightly Salary}}{1}$$

(ii) Subject to sub-paragraph (a) (iv) of this subclause, 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.

(iii) Subject to subparagraph (a) (iv) of this subclause, annual leave which combines both accrued and leave taken in advance, shall be calculated as follows:

(aa) the accrued portion of leave shall be paid at the rate achieved by averaging the hours worked during the accrual period; and

(bb) the portion of leave which is being taken in advance shall be paid according to the salary the Employee would have received had the Employee not proceeded on leave.

(iv) Payment for annual leave taken in advance pursuant to subparagraphs (a) (ii) and (iii) of this subclause, shall be subject to financial reconciliation either at the end of the calendar year or when the Employee ceases employment to take account of any variations in the hours worked by the Employee subsequent to the Employee proceeding on annual leave. This may require further payment by the Employer to the Employee, or repayment by the Employee to the Employer. In all instances the reconciliation should be based on the appropriate fortnightly salary at the time the leave was taken.

(v) An Employee taking annual leave in advance shall be advised of the requirements of this section prior to the Employee proceeding on such leave.

(b) Part-time Employees are entitled to travel concessions pursuant to subclause (8) of Clause 18. - Annual Leave of this Award, on a pro rata basis according to the usual number of hours worked per week.

(c) Travelling time shall be calculated on a pro rata basis according to the number of hours normally worked.

(5) Credits provided in Clause 21. - Sick Leave of this Award shall be pro rated according to the number of hours worked each fortnight. Payment made for sick leave granted in respect of part-time service shall be calculated in accordance with the formula set out in paragraph (4) (a) of this clause.

(6) An Employee shall proceed on long service leave for 13 weeks after seven years part-time service. Payment made for long service leave granted to an Employee in respect of such part-time service shall be adjusted according to the hours worked by the Employee during that part-time service, subject to the following:

- (a) If an Employee consistently worked on a part-time basis for a regular number of hours during the whole of the Employee's qualifying service, the Employees shall continue to be paid the salary determined on that basis during the long service leave.
  - (b) If an Employee has worked a varying number of weekly hours during the period of qualifying service, the payment for long service leave granted in respect of part-time service should be calculated on a salary which bears to the full-time salary of the position occupied by the Employee when taking leave the same proportion that the hours worked bears to average weekly 38 hours.
- (7) Subject to Clause 32. - Trade Union Training Leave and Clause 34. - Defence Force Reserves Leave of this Award, 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.
  - (8) Subject to Clause 26. - Study Assistance of this Award, part-time Employees are entitled to study leave on the same basis as full-time Employees.

#### 10. – CASUAL EMPLOYMENT

- (1) A Casual Employee shall be paid for each hour worked at the appropriate salary rate contained in Schedule A - Salaries of this Award, in accordance with the following formula:

$$\frac{\text{Full-time Fortnightly Salary}}{76}$$

With the addition of twenty percent in lieu of annual leave, sick leave, long service leave and payment for public holidays.

- (2) Conditions of Employment
  - (a) Conditions of employment, leave and allowances provided under the provisions of this Award shall not apply to a Casual Employee with the exception of bereavement and unpaid carer's leave. 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.
  - (b) Nothing in this clause shall confer "permanent" or "fixed term contract" Employee status to a Casual Employee.
  - (c) The employment of a Casual Employee may be terminated at any time by the Casual Employee or the Employer giving to the other, one hour's prior notice. In the event of an Employer or Casual Employee failing to give the required notice, one hour's salary shall be paid or forfeited.
  - (d) 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.
- (3) Caring Responsibilities
  - (a) Subject to the evidentiary and notice requirements in Clause 22. – Carers Leave of this Award, 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) An 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 an Employer to engage or not engage a Casual Employee are otherwise not affected.

#### 11. - SALARIES

- (1) An adult Employee employed pursuant to Level 1 shall commence employment at Level 1.1. Provided that at the discretion of the Employer, the Employee may be appointed to a higher incremental level subject to previous relevant knowledge and experience.
- (2) 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) Dividing the annual salary by 313 and multiplying the result by 12 shall compute a fortnight's salary.
  - (c) The hourly rate shall be computed as one seventy-sixth of the fortnight's salary.
  - (d) 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 Under Treasurer or an Accountable Employee.
  - (e) Provided that where such form of payment is impracticable or where some exceptional circumstances exist, and by agreement between the Employer and the Union, payment by cheque may be made.
- (3) Arbitrated Safety Net Adjustments
  - (a) The rates of pay in this Award include arbitrated safety net adjustments available since December 1993, 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 received by Employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.
  - (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.

#### 12. - PURCHASED LEAVE - 44/52 SALARY ARRANGEMENT

- (1) The Employer and an Employee may agree to enter into an arrangement whereby the Employee can purchase up to eight (8) weeks additional leave.
- (2) The Employer will assess each application for a 44/52 salary arrangement on its merits and give consideration to the personal circumstances of the Employee seeking the arrangement.
- (3) Where an Employee is applying for purchased leave of between five (5) and eight (8) weeks the Employer will give priority access to those Employees with carer responsibilities.
- (4) Access to this entitlement will be subject to the Employee having satisfied the agency's accrued leave management policy.
- (5) The Employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of purchased leave:



<b>Number of Weeks' Salary Spread Over 52 Weeks</b>	<b>Number of Weeks' Purchased Leave</b>
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- (6) The purchased leave will not be able to be accrued. The Employee is to be entitled to pay in lieu of the purchased leave not taken. In the event that the Employee is unable to take such purchased leave, his/her salary will be adjusted on the last pay period in January to take account of the fact that time worked during the year was not included in the salary.
- (7) Where an Employee who is in receipt of an allowance provided for in Clause 17. - Higher Duties Allowance of this Award proceeds on any period of purchased leave the Employee shall not be entitled to receive payment of the allowance for any period of purchased leave.
- (8) In the event that a part-time Employee's ordinary working hours are varied during the year, the salary paid for such leave taken will be adjusted on the last pay in January to take into account any variations to the Employee's ordinary working hours during the previous year.

### 13. – PURCHASED LEAVE - DEFERRED SALARY ARRANGEMENT

- (1) With the written agreement of the Employer, an Employee may elect to receive, over a four-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-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 Employer. 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.

#### 14. - 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.

#### 15. - ANNUAL INCREMENTS

- (1) Employees shall proceed to the maximum of their salary range by annual increments subject to a satisfactory report on the Employee's level of performance and conduct.
- (2) The following procedure will apply prior to the payment of an increment:
  - (a) Their manager will produce a report on the Employee's performance and conduct no later than 12 months since the Employee's last incremental advance.
  - (b) Where the report is satisfactory, the increment will be paid.

- (c) Where the report is unsatisfactory:
  - (i) The Employee will be shown the report and required to initial it.
  - (ii) The Employee will be provided with an opportunity to comment in writing.
  - (iii) 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.
  - (iv) Where the increment is withheld, the Employer before the expiry of the specified period will complete a further report and provisions paragraph (b) and (c) of this subclause will apply.
- (3) The non-payment of an increment will not change the normal anniversary date of any further increment payments.
- (4) For the purposes of this clause "continuous service", except where an increment is payable according to age, 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 months in one continuous period during which an Employee is absent on workers' compensation. Provided that only that portion of such continuous absence which exceeds six months shall not count as "continuous service";
  - (c) any period which exceeds three months in one 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 months shall not count as "continuous service".

#### 16. - HOURS

- (1) The ordinary working hours for Employees shall not exceed 60 hours per 4 week cycle to be worked Monday to Sunday inclusive.
- (2) Where agreement is reached between the Employee and the supervisor more than the maximum of 60 hours in a four week cycle may be worked in which event payment shall be at the ordinary hourly rate for all hours worked unless by agreement in writing between the supervisor and the Employee the hours in excess of 60 in a four week cycle are credited as time off in lieu at ordinary rates in the next monthly period.

#### 17. - 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 to be 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 allowances for acting in offices for the same classification or higher than the office during the 18 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 that payment shall be made at the highest rate 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 Employees in receipt of a higher duties allowance proceed on:
  - (a) a period of annual leave in excess of the normal, such Employees shall only receive payment of such allowance for the period of normal annual leave; and
  - (b) a period of any other approved leave of absence of more than four (4) weeks, such Employees shall not be entitled to receive payment of such allowance for the whole or any part of the period of such leave.
- (7) For the purpose of this clause "normal annual leave" shall mean the annual period of recreation leave as prescribed in Clause 18 - Annual Leave of this Award.

#### 18. - ANNUAL LEAVE

- (1)
  - (a) Each Employee is entitled to four weeks leave for each year of service. Annual leave shall be calculated on a calendar year basis commencing on January 1 in each year.
  - (b) An Employee may take annual leave during the calendar year in which it accrues, but the time during which the leave may be taken is subject to the approval of the Employer.
  - (c) An Employee who is first appointed after January 1 is entitled to pro rata annual leave for that year in accordance with the formula contained in subclause (2) of this clause.
- (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 0.416 hours of paid annual leave provided the maximum accrual will not exceed 152 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 18 (2) (a).

- (3) Annual leave shall be taken in one period unless otherwise approved by the Employer.
- (4) On written application, an Employee shall be paid salary in advance when proceeding on annual leave.
- (5) (a) When the convenience of the Employer is served, the Employer may approve the deferment of the commencing date for taking annual leave, but such approval shall only remain in force for a period of one year.
- (b) The Employer may renew the approval referred to in paragraph (a) of this subclause for a further period of a year or further periods of a year but so that an Employee does not at any time accumulate more than three years entitlement.
- (c) When the convenience of the Employer is served, the Employer may approve the deferment of the commencement date for taking leave so that an Employee accumulates more than three years entitlement, subject to any condition which the Employer may determine.
- (d) When an Employee who has received approval to defer the commencement date for taking annual leave under paragraph (a), (b) or (c) of this subclause next proceeds on annual leave, the annual leave first accrued shall be the first leave taken.
- (e) To assist Employees in balancing their work and family responsibilities, an Employee may elect, with the consent of the Employer, to accrue and carry forward a maximum of two years annual leave from the date of the entitlement.
- (6) An Employee who, during an accrual period was subject to variations in ordinary working hours during the accrual period are less than the Employee's ordinary working hours at the time of commencement of annual leave, may elect to take a lesser period of annual leave calculated by converting the average ordinary working hours during the accrual period to the equivalent ordinary hours at the time of commencement of annual leave.
- (7) (a) An Employee whose headquarters are located north of the 26 ° south latitude shall receive an additional five working days' leave on the completion of each 12 months' continuous service in the region.
- (b) An Employee who proceeds on annual leave before having completed the necessary year of continuous service may be given approval for the additional five working days' leave provided the leave is taken at the Employer's convenience and provided the Employee returns to that region to complete the necessary service.
- (c) Where an Employee has served continuously for at least a year north of the 26 ° south latitude, and leaves the region because of promotion or transfer, a pro rata annual leave credit to be cleared at the Employer's convenience shall be approved on the following basis:
- |   |     |     |   |   |   |   |   |   |   |    |    |
|---|-----|-----|---|---|---|---|---|---|---|----|----|
| Completed months of continuous service in the region after the initial year's service | 1   | 2   | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| Pro rata additional annual leave (working days)                                       | Nil | Nil | 1 | 1 | 2 | 2 | 2 | 3 | 3 | 4  | 4  |
- (d) Where payment in lieu of pro rata annual leave is made on the death, resignation or retirement of an Employee in the region, in addition to the payment calculated on a four week basis, payment may be made for the pro rata entitlement contained in paragraph (c) of this subclause.
- (8) (a) (i) Employees and their dependants proceeding on annual leave to either Perth or Geraldton from headquarters situated in areas 3, 4, 5 and 6, as defined in Clause 36. - District Allowance of this Award, shall be entitled to the concessions contained in Schedule E. - Travel Concessions for Annual Leave, provided that the Employee has at least 12 months service in these areas.

- (ii) An Employee who has less than 12 months service in the abovementioned areas and who is required to proceed on annual leave to suit departmental convenience shall be entitled to the concessions. The concession may also be given to an Employee who proceeds on annual leave before completing the 12 months service provided that the Employee returns to the area to complete the 12 months service at the expiration of the period of leave.
    - (iii) The mode of travel is to be at the discretion of the Employer.
    - (iv) Travel concessions not utilised within 12 months of becoming due will lapse.
  - (b) Where Employees are entitled to a travel concession under subclause (8) of this clause and the Employees' headquarters are situated in District Allowance Areas 3, 4, 5 or 6, a travel concession covering the cost of airfares or motor vehicle allowance up to a maximum amount equivalent to the value of a return fully flexible and refundable airfare to Perth will be provided for each Employee and each of their dependants when proceeding on annual leave to a location other than Perth or Geraldton.
  - (c) Employees, other than those designated in paragraph (8) (a) of this clause, whose headquarters are situated two hundred and forty kilometres or more from Perth General Post Office and who travel to Perth for their annual leave may be granted by the Employer reasonable travelling time to enable them to complete the return journey.
- (9) An Employee who has been permitted to proceed on annual recreation 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.
- (10) 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, observing a public holiday prescribed by this Award, absence through sickness with or without pay. This provision applies except for that portion of an absence that exceeds three months, absence on workers' compensation except for that portion of an absence that exceeds six months, or any period exceeding two weeks during which the Employee is absent on leave without pay.
- (11) Notwithstanding the foregoing, but subject to paragraph (5) (e) of this clause, the Employer may direct an Employee to take accrued annual leave and determine the date on which such leave shall commence. Should the Employee not comply with the direction, disciplinary action may be taken against the Employee.
- (12) (a) Subject to paragraphs (c) and (g) of this subclause a loading equivalent to 17½% of normal salary is payable to Employees proceeding on annual leave, including accumulated annual leave.
- (b) 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.
  - (c) 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.
  - (d) A pro rata loading is payable on periods of approved annual leave less than four weeks.
  - (e) The loading is calculated on the rate of salary the Employee receives at the commencement of leave and, where applicable, the salary shall include the following allowances:
    - (i) District Allowance;

- (ii) Personal Allowance;
  - (iii) Child Allowance paid to Employees whose headquarters are located North of the 26 degrees South latitude.
- (f) Part-time Employees shall be paid a pro rata loading at the salary rate applicable.
- (g) 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. Provided that no refund shall be necessary in the event of the death of an Employee.
- (13) Lump Sum Payments
- (a) On application to the Employer, a lump sum payment for the money equivalent of any -
    - (i) accrued annual leave as prescribed by subclause (2) and (4) of this clause shall be made to Employee who resigns, retires, is retired or is dismissed unless the misconduct for which the Employee has been dismissed occurred prior to the completion of the qualifying period , or in respect of an Employee who dies;
    - (ii) pro rata annual leave shall be made to an Employee who resigns, who retires, is retired or in respect of an Employee who dies, but not an Employee who is dismissed; and
  - (b) 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.
  - (c) 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 loading shall be payable in respect of pro rata annual leave paid on resignation or where an Employee is dismissed for misconduct.

#### 19. - PUBLIC HOLIDAYS

- (1) The following days shall be allowed as holidays with pay:
  - (a) New Year's Day, Australia Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Sovereign's Birthday, Foundation Day, Labour Day, provided that the Employer may approve another day to be taken as a holiday in lieu of any of the above mentioned days.
- (2) When any of the days mentioned in subclause (1) of this clause falls on a Saturday or on a Sunday, the holiday shall be observed on the next succeeding Monday.
  - (a) When Boxing Day falls on a Sunday or Monday, the holiday shall be observed on the next succeeding Tuesday.
  - (b) In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- (3) This clause does not apply to Casual Employees.

#### 20. - LONG SERVICE LEAVE

- (1) Subject to subclause (4) of this clause an Employee who has completed seven years continuous service shall be entitled to 13 weeks long service leave on full pay.

- (2) For each subsequent period of seven years continuous service an Employee shall be entitled to an additional 13 weeks long service leave with pay.
- (3) Employees may by agreement with their Employer, clear any accrued entitlement to long service leave in minimum periods of one (1) day.
- (4) For the purposes of determining an Employee's long service leave entitlement under the provisions of subclauses (1), and (2) of this clause the expression "continuous service" includes any period during which the Employee is absent with pay but does not include:
  - (a) any period exceeding two weeks during which the Employee is absent on leave without pay or parental leave without pay, unless the Employer determines otherwise;
  - (b) any period during which the Employee is taking long service leave entitlement or any portion thereof except in the case of subclause (13) – Cash Out of Accrued Long Service Leave Entitlement, 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;
  - (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;
  - (e) Any service of a Cadet whilst undertaking full-time studies.
- (5) Any public holiday prescribed in Clause 19. - Public Holidays of this Award, 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.
- (6)
  - (a) Long service leave shall be taken within three 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 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.
- (7) 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 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.
- (8) 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.
- (9) An Employee prior to commencing long service leave may request approval for the substitution of another date for commencement of long service leave and the Employer may approve such substitution.
- (10)
  - (a) Notwithstanding the provisions contained in this subclause where an Employee was, immediately prior to being employed in the public authority, employed in the service of the public service in Western Australia or any other state body in Western Australia that Employee shall be entitled to long service leave determined in the manner contained in this subclause. Provided that the period immediately prior to being employed in the public authority and the date the Employee ceased the previous employment described in this subclause does not exceed one week or a further period as determined by the Employer.
  - (i) The pro rata portion of long service leave to which the Employee would have been entitled to up to the date of appointment shall be calculated in accordance with the provisions that applied to the previous employment referred to. However 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 to under this clause;
    - (ii) the balance of long service leave entitlement of the Employee shall be calculated in accordance with the provisions contained in this clause.
  - (c) Nothing in this clause confers on any Employee previously employed by those bodies specified in paragraph (10) (a) of this clause 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 in the public authority.
- (11) 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.
- (12)
  - (a) A full time Employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full and part time basis may elect to take a lesser period of long service leave calculated by converting the part-time service to equivalent full time service.
  - (b) A full time Employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on a part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.
  - (c) Subject to the Employer's convenience, an Employer may approve an Employee's application to take a complete entitlement of long service leave on full pay or half pay for double the period accrued.
  - (d) Employees may by agreement with their 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.
  - (e) 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.

(13) Cash Out of Accrued Long Service Leave Entitlement

- (a) Employees may by agreement with their Employer, cash out any portion of an accrued entitlement to long service leave, provided the Employee proceeds on a minimum of ten (10) days annual leave in that calendar year.
- (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.

21. - SICK LEAVE

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

- (a) any period exceeding 14 calendar days in a continuous period 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 months in one continuous period during which an Employee is absent on workers compensation. Provided that only that portion of such continuous absence which exceeds six months shall not count as "service";
- (c) any period which exceeds three months in one 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 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) (a) 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:

	Leave On full pay (Hours)	Leave On half pay (Hours)
On date of appointment	38	15.2
On completion of six months continuous service	38	22.8
On completion of 12 months continuous service and on completion of each further period of 12 months continuous service	76	38

(b) A part-time Employee shall be entitled to sick leave credits, pro rata according to the number of hours worked each fortnight, calculated in the following manner:

$$\frac{\text{Hours Worked Per Fortnight}}{76} \times \frac{\text{Accrued Hours of Sick leave for a Full-time Employee}}{1}$$

(c) Payment for sick leave shall be calculated in accordance with the formula prescribed in paragraph (b), of this subclause.

(4) (a) An application for sick leave exceeding two consecutive working days shall be supported by evidence to satisfy a reasonable person.

- (b) The amount of sick leave granted without the production of evidence to satisfy reasonable person required in paragraph (a) of this subclause shall not exceed, in the aggregate, 5 working days in any one-credit year.
- (5) Where an application for leave is supported by the certificate of a registered medical practitioner, a further certificate from a registered medical practitioner nominated by the Employer 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.
- (6) 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.
- (7) Where an Employee is ill during the period of annual leave for a period of at least seven 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.
- (8) 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 hours for each hour of sick leave on full pay that the Employee receives by the conversion.
- (9) An Employee who is absent on leave without pay is not eligible for sick leave during the currency of that leave without pay.
- (10) 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.
- (11) 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.
- (12) Where an Employee who has been retired on medical grounds resumes duty, sick leave credits at the date of retirement shall be reinstated.
- (13) (a) If the Employer has reason to believe that an Employee is in such a state of health as to render him/her 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/her 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.
- (14) (a) 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;

- (b) Leave granted under paragraph (a) of this subclause 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.
- (15) Where an Employee suffers a disability within the meaning of Section 5 of the Workers' Compensation and Assistance 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 section 80 (2) of the *Workers' Compensation and Assistance 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.
- (16) (a) 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 sick leave credits.
- (b) 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.
- (17) Where an Employee was, immediately prior to being employed was employed in the service of the Public Service 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 public authority does not exceed one 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.

## 22. - CARERS LEAVE

- (1) An Employee is entitled to use, each year, up to five (5) days of the Employee's sick leave entitlement per year to be the primary care giver of a member of the Employee's family or household who is ill or injured and in need of immediate care and attention.
- (2) Employees shall, wherever practical, give the Employer notice of the intention to take carers 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 carers leave. An application for carers leave exceeding two (2) consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- (4) The definition of family shall be 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) Carers leave may be taken on an hourly basis or part thereof

## 23. - SHORT LEAVE

- (1) (a) Subject to the provisions of this clause part-time Employees are eligible for short leave on a pro rata basis calculated in accordance with the following formula:

$$\text{Hours Worked Per Fortnight} \quad \times \quad 22.8 \text{ Hours}$$

- (b) Provided that the entitlement calculated by the above method shall not be exceeded in any one calendar year and shall not be cumulative.
- (2) The Employer may, upon sufficient cause being shown, grant an Employee leave of absence not exceeding two consecutive working days but any leave of absence granted shall not exceed, in the aggregate, three working days in any one (1) calendar year.
- (3) 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.
- (4) Short leave shall not be granted for sick leave purposes.

#### 24. – 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 (a) of this subclause:
  - (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) week 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 paragraph (a) and (f) of this subclause.
- (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 Employee 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 (a) of this subclause.
- (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 (2) of Clause 8. – Contract of Service of this Award.
  - (e) An Employer shall not terminate the employment of an Employee on the grounds of the Employee's application for parental leave or absence on parental leave but otherwise the rights of the Employer in respect of termination of employment are not affected.



- (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) of this clause 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 department 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.
- (5) Any period that exceeds two weeks during which an Employee is on leave of absence without pay shall not, for any purpose, be regarded as part of the period of service of that Employee.

#### 26. – STUDY ASSISTANCE

- (1)
  - (a) To ensure the maintenance of a trained public sector an 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 their 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 26 (2) (d).
- (f) Where an Employee is undertaking approved study via distance education and/or is not required to attend formal classes, an Employer may allow the Employee to access study leave up to the maximum annual amount allowed in paragraph 26 (2) (d).
- (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 34. – Defence Force Reserves Leave of this Award.
- (o) A service agreement or bond will not be required.

(3) Financial Assistance

- (a) An 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 26 (5) (a):
    - (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 subparagraph 26 (5) (a) (iii) or a degree or diploma course specified in subparagraphs 26 (5) (a) (i) or (ii).
- (6) Full Time Study
- (a) Subject to the provisions of paragraph 26 (6) (b), 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 25 - Leave Without Pay.
  - (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 an 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. Employers 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 26 (6) (b). 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.

## 27. - BEREAVEMENT LEAVE

- (1) Employees including casuals shall on the death of:
  - the Spouse or de-facto Partner of the Employee;
  - the child, step-child or grandchild of the Employee;
  - the parent, step-parent or grandparent of the Employee;
  - the brother, sister, step brother or step sister; or
  - any other person who, immediately before that person's death, lived with the Employee as a member of the Employee's 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 Employee in respect of some other person with whom the Employee 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 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.

### Travelling time for Regional Employees

- (6) 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 15.2 hours per bereavement. The Employer will not unreasonably withhold approval.
- (7) 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.
- (8) The provisions of subclause (6) of this clause are not available to Employees whilst on leave without pay or sick leave without pay.
- (9) The provisions of subclauses (6) and (7) of this clause apply as follows.
  - (a) 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.
  - (b) 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.
  - (c) 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.

- (d) For Casual Employees, the provisions apply to the extent of their agreed working arrangements.

#### 28. - 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 (a), (b) and (c) of this subclause have been fully exhausted.
- (7) Time off without pay may be granted by arrangement between the Employer and the Employee for cultural/ceremonial purposes.

#### 29. - 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 supervisor has 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 supervisor 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.

#### 30. - 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 Services Groups or FESA Units, in order to allow for attendance 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.

### 31. - LEAVE TO ATTEND UNION BUSINESS

- (1) (a) The Employer shall grant paid leave during ordinary working hours to an Employee:
  - (i) who is required to give evidence before any Industrial Tribunal;
  - (ii) who as an Union nominated representative is required to any attend any negotiations and / or proceedings before an Industrial tribunal and / or meetings with ministers of the Crown, their staff or any other representative of Government;
  - (iii) when prior agreement between the Union and the Employer has been reached for the Employee to attend official Union meetings preliminary to negotiations and / or industrial tribunal proceedings;
  - (iv) who as an Union-nominated representative is required to attend joint Union/management consultative committees or working parties.
- (b) The granting of leave pursuant to paragraph (a) of this subclause shall only be approved,
  - (i) where an application for leave has been submitted by an Employee a reasonable time in advance;
  - (ii) for the minimum period necessary to enable the Union business to be conducted or evidence to be given;
  - (iii) for those Employees whose attendance is essential;
  - (iv) when the operation of the organisation is not being unduly affected and the convenience of the Employer impaired.
- (2) (a) A leave of absence provided under this clause will be granted at the ordinary rate of pay.
- (b) The Employer shall not be liable for any expenses associated with an Employee attending to Union business.
- (c) Leave of absence provided under this clause shall include any necessary travelling time in normal working hours.
- (3) (a) Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for Union business.
- (b) The provisions of this clause shall not apply to special arrangements made between the parties which provide for unpaid leave for Employees to conduct Union business.

- (4) The provisions of this clause shall not apply when an Employee is absent from work without the approval of the Employer.

### 32. - TRADE UNION TRAINING LEAVE

- (1) Subject to departmental convenience and the provisions of this clause:
- (a) The Employer shall grant paid leave of absence to Employees who are nominated by the Union to attend short courses relevant to the public sector or the role of Union workplace representative, conducted by the Union.
  - (b) The Employer shall grant paid leave of absence to attend similar courses or seminars as from time to time approved by agreement between the Employer and 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 calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten (10) days.
- (3)
- (a) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
  - (b) Where a Public Holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.
  - (c) Subject to paragraph (a) of this subclause, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
  - (d) 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 weeks before the commencement of the course unless the Employer 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 twelve months service shall be served before an Employee is eligible to attend courses or seminars of more than a half-day duration. The Employer may, where special circumstances exist, approve an application to attend a course or seminar where an Employee has less than twelve months service.
- (6)
- (a) The Employer shall not be liable for any expenses associated with an Employee's attendance at trade union training courses.
  - (b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

### 33. - UNION FACILITIES FOR UNION REPRESENTATIVES

- (1) The Employer recognises the rights of the Union to organise and represent its members. Union representatives in the agency have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members' interests in the workplace, agency 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 agency and will allow them to carry out their role and functions.
- (4) The Union will advise the Employer in writing of the names of the Union representatives in the agency.
- (5) The Employer shall recognise the authorisation of each Union representative in the agency 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, individual grievance handling, collective bargaining, involvement in the electorate delegates committee and to attend Union business in accordance with Clause 31. - 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, internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal agency protocols.
  - (c) A noticeboard for the display of Union materials including broadcast email facilities.
  - (d) Paid access to periods of leave for the purpose of attending union training courses in accordance with Clause 32 - Trade Union Training Leave of this Award. Country representatives will be provided with appropriate travel time.
  - (e) Notification of the commencement of new Employees, and as part of their induction, time to discuss the benefits of union membership with them.
  - (f) Access to awards, agreements, policies and procedures.
  - (g) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.
- (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.

#### 34. - 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 a 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) if 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) An Employer cannot compel an Employee to use annual leave or long service leave for the purpose of Defence service.

### 35. - WITNESS AND JURY SERVICE

#### Witness

- (1) An Employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify the manager/supervisor who shall notify the Employer.
- (2) Where an Employee is subpoenaed or called as a witness to give evidence in an official capacity that Employee shall be granted by the Employer 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 Employer. The Employee is not entitled to retain any witness fee but shall pay all fees received into Consolidated Fund. The receipt for such payment with a voucher showing the amount of fees received shall be forwarded to the Employer.
- (3) 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 Employer.
- (4) 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 Consolidated Fund.

- (5) An Employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses (2) and (4) 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 Award provisions.

#### Jury

- (6) An Employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the supervisor/manager who shall notify the Employer.
- (7) An Employee required to serve on a jury shall be granted by the Employer 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.
- (8) An Employee granted leave of absence on full pay as prescribed in subclause (6) 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 Employer.

### 36. - 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 Partner; or
- (b) where there is no Partner, a child or any other relative resident within the State who rely on the Employee for their main support; who does not receive a district or location allowance of any kind.

“partial dependant” in relation to an Employee means:

- (i) a Partner; or
- (ii) where there is no Partner, a child or any other relative resident within the State who rely on the Employee for their main support; who receives a district or location allowance of any kind less than that applicable to an Employee without dependants under any award, agreement or other provision regulating the employment of the partial dependant.

- (2) 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.

- (3) (a) For the purposes of this clause, the boundaries of the various districts shall be as described hereunder and as delineated on the plan at Part 1 of 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 Talling Peak, thence due south to Talling 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.
- (4) 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 of this Award.
  - (5) An Employee who has a dependant shall be paid double the district allowance prescribed by subclause (4) of this clause for the district, town or place in which the Employee's headquarters is located.
  - (6) Where an Employee has a partial dependant the total district allowance payable to the Employee shall be the district allowance prescribed by subclause (4) of this clause plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full-time capacity under the Award, Agreement or other provision regulating the employment of the partial dependant.
  - (7) 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.
  - (8) When an Employee is on long service leave or other approved leave with pay (other than annual recreational leave), the Employee shall only be paid district allowance for the period of such leave if the Employee, dependant/s or partial dependant/s remain in the district in which the Employee's headquarters are situated.
  - (9) When an Employee leaves his or her district on duty, payment of any district allowance to which the Employee would ordinarily be entitled shall cease after the expiration of two weeks unless the Employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the Employer.
  - (10) Except as provided in subclause (9) of this clause, a district allowance shall be paid to any Employee ordinarily entitled thereto in addition to reimbursement of any travelling, transfer or relieving expenses.
  - (11) Where an Employee whose headquarters is located in a district in respect of which no allowance is prescribed in Schedule B - District Allowance of this Award, is required to travel or temporarily reside for any period in excess of one month in any district or districts in respect of which such allowance is so payable, then notwithstanding the Employee's entitlement to any such allowance provided by Clause 40. - Travelling Allowance of this Award, 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.
  - (12) 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.

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

$$\frac{\text{Appropriate Annual District Allowance Rate}}{1} \times \frac{12}{313} \times \frac{1}{76}$$

- (14) The rates expressed in Schedule B – District Allowance of this Award shall be adjusted every twelve (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 Consumer Price Index (CPI) for Perth, as published for the preceding twelve (12) months at the end of March quarter by the Australian Bureau of Statistics.

### 37. - MOTOR VEHICLE ALLOWANCE

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

“a year” means 12 months commencing on the first day of July and ending on the thirtieth day of June next following.

“metropolitan area” means that area within a radius of 50 kilometres from the Perth Railway Station.

“southwest land division” means the southwest land division as defined by schedule 6 Section 1 of the *Land Administration Act, 1997* excluding the area contained within the metropolitan area.

“rest of the state” means that area south of 23.5 degrees south latitude, excluding the metropolitan area and the southwest land division.

“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 interviewing Employee and such requirement is accepted by the Employee either in writing or orally.

“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 which effect entitlements as provided by this Award.

- (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 I 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 this subclause will also be subject to the following conditions -
- (i) for the purposes of paragraph (a) of this subclause an Employee shall be reimbursed with the appropriate rates set out in Part 1 of Schedule C. - Motor Vehicle Allowance for the distance travelled from the Employee's residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where the Employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day;
  - (ii) where an Employee in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Part 1 of Schedule C. - Motor Vehicle Allowance;
  - (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 sub-paragraph (b) (iii) of this subclause 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 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 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 I 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 I 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 or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Part I of Schedule C. - Motor Vehicle Allowance of this Award.
- (d) For the purpose of this subclause the allowance prescribed in sub-paragraphs (2) (b) (iii), (iv) and (vi) 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 II and III of Schedule C. - Motor Vehicle Allowance of this Award.
- (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 or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Part II of Schedule C. - Motor Vehicle Allowance of this Award, if applicable.
- (5) In case where Employees are required to tow departmental caravans on official business, the additional rate shall be 7.5 cents per kilometre. When the Employer's trailers are towed on official business the additional rate shall be 4.5 cents per kilometre

### 38. - RELIEVING ALLOWANCE

- (1) An Employee who is required to take up 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: -
    - (i) is supplied with accommodation and meals free of charge, or
    - (ii) 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 Allowance of this Award.
  - (b) Where Employees are fully responsible for their own accommodation, meals and incidental expenses and hotel or motel accommodation is utilised: -
    - (i) For the first forty-two (42) days after arrival at the new locality reimbursement shall be in accordance with the rates prescribed in Column A, Items (4) to (8) of Schedule D. - Travelling Allowance of this Award.
    - (ii) For periods in excess of forty-two (42) days after arrival in the new locality reimbursement shall be in accordance with the rates prescribed in Column B, Items (4) to (8) of Schedule D. - Travelling Allowance of this Award for Employees with dependants or Column C, Item (4) to (8) of Schedule D. - Travelling Allowance of this Award for Employees without dependants. Provided that the period of reimbursement under this subclause shall not exceed forty-nine (49) days without the approval of the Employer.
  - (c) Where Employees are fully responsible for their own 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 Allowance of this Award.
- (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 21. – Sick Leave of this Award and the Employee continues to incur accommodation, meal and incidental expenses.
- (3) When an Employee who is required to relieve or perform special duties in accordance with the preamble of this clause is authorised by the Employer to travel to the new locality in the Employee's own motor vehicle, reimbursement for the return journey shall be as follows: -
  - (a) Where the Employee will be required to maintain a motor vehicle for the performance of the relieving or special duties, reimbursement shall be in accordance with the appropriate rate prescribed by subclause (2) of Clause 37. - Motor Vehicle Allowance of this Award.
  - (b) Where the Employee will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement shall be on the basis of one half (1/2) of the appropriate rate prescribed by subclause (4) of Clause 37. - 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 40. - Travelling Allowance shall not operate concurrently with the provisions of this clause to permit an Employee to be paid allowances in respect of both travelling and relieving expenses for the same period. Provided that where an Employee is required to travel on official business which involves an overnight stay away from the Employee's temporary headquarters, the Employer may extend the periods specified in paragraph (b) of subclause (1) of this clause by the time spent in travelling.
- (6) An Employee who is directed to relieve another Employee or to perform special duty away from the Employee's usual headquarters and is not required to reside temporarily away from his or her usual place of residence shall, if the Employee is not in receipt of a higher duties or special allowance for such work, be reimbursed the amount of additional fares paid by the Employee travelling by public transport to and from the place of temporary duty.

### 39. - 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, Item (4), (5) or (6) of Schedule D. - Travelling 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 Allowance for a period of 21 days after arrival at a 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 40. - Travelling Allowance of this Award 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 the 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 his or her home within the prescribed period referred to in subclause (1) of this clause and 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 Allowance as the case may require, until such time as the Employee has secured reasonable accommodation. Provided that the period of reimbursement under this subclause shall not exceed 77 days without the 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 where entry into 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 Allowance of this Award.

#### 40. - TRAVELLING ALLOWANCE

- (1) An Employee who travels on official business shall be reimbursed reasonable expenses on the following basis:
- (2) When a trip necessitates an overnight stay away from headquarters and the Employee:
  - (a) is supplied with accommodation and meals free of charge; or
  - (b) attends a course, conference, etc., where the fee paid includes accommodation and meals; or
  - (c) travels by rail and is provided with a sleeping berth and meals; or
  - (d) 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, Item 1, 2, or 3 of Schedule D. - Travelling Allowance of this Award.

- (3) 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 Allowance of this Award;
  - (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 Allowance of this Award.
- (4) 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 Allowance of this Award, subject to the Employees' certification that each meal claimed was actually purchased.
- (5) 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.

- (6) 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 Allowance of this Award, 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 Allowance of this Award.
- (7) When it can be shown to the satisfaction of the Employer by the production of receipts that reimbursement in accordance with Schedule D. - Travelling Allowance of this Award, does not cover an Employee's reasonable expenses for a whole trip the Employee shall be reimbursed the excess expenditure.
- (8) In addition to the rates contained in Schedule D. - Travelling Allowance of this Award, an Employee shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.
- (9) 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.
- (10) 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.
- (11) Reimbursement claims for travelling in excess of 14 days in one month shall not be passed for payment by a certifying Employee unless the Employer has endorsed the account.
- (12) An Employee who is relieving at or temporarily transferred to any place within a radius of 50 kilometres measured from headquarters shall not be reimbursed the cost of midday meals purchased, but an Employee travelling on duty within that area which requires absence from headquarters over the usual midday meal period shall be paid the rate prescribed by Item 17, of Schedule D. - Travelling Allowance of this Award, 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 day period shall not exceed the amount prescribed by Item 18 of Schedule D. - Travelling Allowance of this Award.

#### 41. - PRESERVATION OF RIGHTS

Notwithstanding the provisions of this Award, an Employee engaged at the time of operation of this Award, shall not suffer any reduction in their conditions of employment.

#### 42. - KEEPING OF AND ACCESS TO EMPLOYMENT RECORDS

- (1) 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* .
- (2) 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.

#### 43. - NOTIFICATION OF CHANGE

- (1) (a) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected by the proposed changes and the Union.
  - (b) For the purpose of this clause "significant effects" include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and restructuring of jobs.  
  
Provided that where this Award or any other Award or Agreement makes provision for alteration of any of the matters referred to in this clause an alteration shall be deemed not to have significant effect.
- (2) (a) The Employer shall discuss with the Employees affected and the Union, inter alia, the introduction of the changes referred to in subclause (1) of this clause, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees and shall give prompt consideration to matters raised by the Employees and/or the Union in relation to the changes.
  - (b) The discussion shall commence as early as practicable after a firm decision has been made by the Employer to make the changes referred to in subclause (1) of this clause, unless by prior arrangement, the Union is represented on the body formulating recommendations for change to be considered by the Employer.
  - (c) For the purposes for such discussion, the Employer shall provide to the Employees concerned and the Union all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and other matters likely to affect Employees.

#### 44. - DEDUCTION OF UNION SUBSCRIPTIONS

- (1) The Employer shall deduct normal subscriptions as equal amounts each pay period in which the Employee claims.
  - (2) Payroll Deduction Authority Forms shall be completed by Employees. Where the Employer requires a standard procreation form, that form shall be used.
  - (3) Where required by the Employer or the Union, the Union's General Secretary or person acting in his/her stead, shall countersign all forms and forward them to the Employer's paymaster.
  - (4) (a) The Employer shall commence deduction of subscriptions from the first full pay period following receipt of a completed Payroll Deduction Authority form and continue deducting throughout the Employee's period of employment, except as provided in subclause (5) of this clause or until the Authority is cancelled in writing by the Employee.
  - (b) Where the Payroll Deduction Authority form authorises the Employer to deduct subscriptions in accordance with the rules of the Union, the Union shall notify the Employer in writing of the level of subscription to be deducted. The Employer shall implement any change to Union subscriptions no later than one month after being notified by the Union except where the Union nominates a later date.
- (5) (a) The collection of any nomination fee, arrears, levies or fines are not the responsibility of the Employer.

- (b) Where a deduction is not made from an Employee in any pay period, either inadvertently or as a result of an Employee not being entitled to salary sufficient to cover the subscription, it shall be the Employee's responsibility to settle the outstanding amount with the Union.
- (6) The Employer shall not make any deduction of subscriptions from an Employee's termination pay on termination of service, other than normal deductions for the preceding pay period.
- (7) The Employer shall forward contributions deducted, together with supporting documentation, to the Union at such intervals as are agreed between the Employer and the Union.

#### 45. - RIGHT OF ENTRY AND INSPECTION BY AUTHORISED REPRESENTATIVES

- (1) The parties shall act consistently with the terms of the *Division 2 G - Right of Entry and Inspection by Authorised Representatives - of the Industrial Relations Act 1979*.
- (2) An authorised representative shall on notification to the Employer have the right to enter any premises where relevant Employees covered by this Award work during working hours, including meal breaks, for the purpose of holding discussions at the premises with relevant Employees covered by this Award who wish to participate in those discussions, the legitimate business of the Union or for the purpose of investigating complaints concerning the application of this Award, but shall in no way unduly interfere with the work of Employees, or impinge on clients rights of privacy.

#### 46. - COPIES OF AWARD

Every Employee shall be entitled to have access to a copy of this Award. Sufficient copies shall be made be made available by the Employer for this purpose and shall be located in each of the Employer's premises.

#### 47. - ESTABLISHMENT OF CONSULTATIVE MECHANISMS

The parties to this Award are required to establish a consultative mechanism/s and procedures appropriate to their size, structure and needs, for consultation and negotiation on matters affecting the efficiency and productivity of the Public Sector.

#### 48. - 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.
- (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.
- (4) The information includes, but is not limited to policies and practice guidelines, human resource manuals, awards and agreements, internal agency news bulletins and updates and job opportunities.

#### 49. - DISPUTE SETTLEMENT PROCEDURE

- (1) Any questions, difficulties or disputes arising under this Award of Employees bound by the 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.

- (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.
- (4) If the dispute is still not resolved, it maybe 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 Western Australian Industrial Relation Commission.
- (6) The period for resolving a dispute may be extended by agreement between the parties.
- (7) At all stages of the procedure an Union representative may accompany the Employee.

#### 50. - EXPIRED GENERAL AGREEMENT SALARIES

- (1) No-Disadvantage Test
  - (a) Expired General Agreement salary rates as amended from time to time are incorporated in the Award at Schedule F – Expired General Agreement Salaries of this Award. These rates are not to be subject to arbitrated safety net adjustments and unless otherwise specified are only for the purpose of the no-disadvantage test as defined at s. 97VS of the *Industrial Relations Act 1979*.
  - (b) Notwithstanding the above, if the salary rates within this Award at Schedule A – Salaries of this Award are higher than those expressed at Schedule F – Expired General Agreement Salaries of this Award, the former rates shall be utilised for the purposes of the no disadvantage test under the *Industrial Relations Act 1979*.

- (2) Salary Based Allowances

All salary based allowances specified within this Award will be calculated on the salary rate as specified at Schedule F. – Expired General Agreement Salaries of this Award or the applicable Award salary rate as specified at Schedule A – Salaries of this Award which ever is the higher.

#### 51. - NAMED PARTIES TO THE AWARD

The named parties to this Award shall be the Director General of the Department for Child Protection, the Director General, Department for Communities and The Civil Service Association of WA Inc.

#### SCHEDULE A – SALARIES

- (1) Annual salaries applicable to employees covered by this Award:

Level	Salary Per Annum \$	Arbitrated Safety Net Adjustment \$	Total Salary Per Annum \$
<b>Level 1</b>			
Under 17 years	11355	6105	17460
17 years	13270	7134	20404

18 years	15480	8323	23803
19 years	17918	9633	27551
20 years	20122	10818	30940
21 years or 1 <sup>st</sup> year of adult service	22104	11884	33988
22 years or 2 <sup>nd</sup> year of adult service	22756	11884	34640
23 years or 3 <sup>rd</sup> year of adult service	23407	11884	35291
24 years or 4 <sup>th</sup> year of adult service	24054	11989	36043
25 years or 5 <sup>th</sup> year of adult service	24705	11989	36694
26 years or 6 <sup>th</sup> year of adult service	25356	11989	37342
27 years or 7 <sup>th</sup> year of adult service	26105	11885	37990
28 years or 8 <sup>th</sup> year of adult service	26623	11885	38508
29 years or 9 <sup>th</sup> year of adult service	27389	11885	39274
<b>Level 2</b>			
2.1	28306	11885	40191
2.2	29009	11885	40894
2.3	29748	11885	41633
2.4	30529	11885	42414
2.5	31346	11885	43231

- (2) Salary increases resulting from State Wage Case Decisions are calculated for those employees under the age of 21 years employed at Level 1 by dividing the current junior annual salary by the current 21 years or 1<sup>st</sup> year of adult service annual salary and multiplying the result by the new 21 years or 1<sup>st</sup> year of adult service annual salary which includes the State Wage Case increase. The following formula is to be applied:

Current junior rate

21 years or 1<sup>st</sup> year of adult service rate

x New 21 years or 1<sup>st</sup> year of adult service rate

= New junior rate.

#### SCHEDULE B

#### DISTRICT ALLOWANCE

- (a) Employees without dependants (subclause (34)(4)) -

COLUMN I    COLUMN    II    COLUMN III    EXCEPTIONS TO    COLUMN    IV

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

(b) Employees With Dependants (subclause ( 34 (5)).

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 July 1, 2005.

MAP – DISTRICT ALLOWANCES

## SCHEDULE C

### MOTOR VEHICLE ALLOWANCE

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

#### Part I - 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 II - Motor Car

Rate (cents) per kilometre



Area Details	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 23.5 ° South Latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6

**Part III - Motor Cycle**

Distance travelled during a year on Official Business	Rate
Rate – Cents per kilometre	31.0

SCHEDULE C - MOTOR VEHICLE ALLOWANCE MAPS

SCHEDULE D - TRAVELLING ALLOWANCE

ITEM	PARTICULARS	COLUMN A DAILY RATE	COLUMN B DAILY RATE OFFICERS WITH DEPENDENTS: RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 47(1)(B)(II)) TRANSFER ALLOWANCE FOR PERIOD IN EXCESS OF PRESCRIBED PERIOD (CLAUSE 46(3))	COLUMN C DAILY RATE OFFICERS WITHOUT DEPENDENTS: RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 47(1)(b)(ii))
	ALLOWANCE TO MEET INCIDENTAL EXPENSES	\$		
(1)	WA - SOUTH OF 26° SOUTH LATITUDE	14.55		
(2)	WA - NORTH OF 26° SOUTH LATITUDE	21.75		
(3)	INTERSTATE	21.75		
	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 26° SOUTH LATITUDE	208.55	104.30	69.50
(6)	LOCALITY NORTH OF 26° SOUTH LATITUDE			
	BROOME	456.75	228.40	152.25
	CARNARVON	255.15	127.60	85.05
	DAMPIER	366.75	183.40	122.25
	DERBY	342.25	171.15	114.10
	EXMOUTH	292.75	146.40	97.60
	FITZROY CROSSING	370.25	185.15	123.40
	GASCOYNE JUNCTION	291.75	145.90	97.25
	HALLS CREEK	200.75	100.40	66.90
	KARRATHA	445.75	222.90	148.60
	KUNUNURRA	331.75	165.90	110.60
	MARBLE BAR	271.75	135.90	90.60
	NEWMAN	339.00	169.50	113.00
	ONSLOW	273.30	136.65	91.10
	PANNAWONICA	192.75	96.40	64.25
	PARABURDOO	259.75	129.90	86.60
	PORT HEDLAND	367.15	183.60	122.40
	ROEBOURNE	241.75	120.90	80.60

	SHARK BAY	240.25	120.15	80.10
	TOM PRICE	320.25	160.15	106.75
	TURKEY CREEK	235.75	117.90	78.60
	WICKHAM	508.75	254.40	169.60
	WYNDHAM	254.75	127.40	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	129.60		
(11)	INTERSTATE	129.60		
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	21.15		
	LUNCH	33.65		
	DINNER	53.05		
(14)	INTERSTATE:			
	BREAKFAST	21.15		
	LUNCH	33.65		
	DINNER	53.05		
DEDUCTION FOR NORMAL LIVING EXPENSES (CLAUSE 46(5))				
(15)	EACH ADULT	26.25		
(16)	EACH CHILD	4.50		
MIDDAY MEAL (CLAUSE 36(12))				
(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.

SCHEDULE E

TRAVEL CONCESSIONS FOR ANNUAL LEAVE

	APPROVED MODE OF TRAVEL	TRAVEL CONCESSION	TRAVELLING TIME
(a)	Air	Air fare for the Employee and their dependants.	One day each way.
(b)	Road	Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the return air fare for the Employee and dependants, travelling in the motor vehicle.	North of 20 ° South Latitude - two and one half days each way. Remainder - two days each way.
(c)	Air & Road	Full motor vehicle allowance rates for car trip, but reimbursement not to exceed the cost of the return air fare for the Employee. Air fares for dependants.	North of 20 ° South Latitude - two and one half days each way. Remainder - two days each way.

SCHEDULE F

EXPIRED GENERAL AGREEMENT SALARIES

Classification Level	Annual Salary at the beginning of the first pay period on or after 26 February 2005 (Not to be subject to arbitrated safety net adjustments)
Level 1	
Under 17 yrs	15,361
17 yrs	17,952
18 yrs	20,940
19 yrs	24,238
20 yrs	27,219
1.1	29,901
1.2	30,821
1.3	31,741
1.4	32,655
1.5	33,575
1.6	34,495
1.7	35,552
1.8	36,284
1.9	37,366
LEVEL 2.1	38,661
2.2	39,655
2.3	40,699
2.4	41,803
2.5	42,957

VARIATION RECORD PRIOR TO VARIATION AND CONSOLIDATION P37 OF 2004 ISSUED  
ON 03/12/2004

**NEW VARIATION RECORD FOLLOWING AT END**

DEPARTMENT FOR COMMUNITY DEVELOPMENT (FAMILY RESOURCE  
WORKERS, WELFARE ASSISTANTS AND PARENT HELPERS) AWARD

1990

NO. PSA A1 OF 1989

Delivered 17/09/91 at 71 WAIG 2512  
Consolidated at

CLAUSE NO.	EXTENT VARIATION	OF	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title	Cl.		P24/94	17/03/94	74 WAIG 2151
(1A. State Wage Principles)	Ins. Cl.		1752/91	31/01/92	72 WAIG 191
	Cl. & Title		1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)	Cl. & Title		985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)	Cl. & Title		1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)	Cl & Title		915/96	7/08/96	76 WAIG 3368
(1A Statement of Principles - August 1996)	Cl & Title		940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)	Cl & Title		757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles – June, 1998)	Del. Cl.		609/99	06/07/99	79 WAIG 1847

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**1B. Minimum Adult Award Wage**

Ins. 1B		940/97	14/11/97	77 WAIG 3177
Cl.		P 26/98	07/08/98	78 WAIG 3473
Min. Wage & text		609/99	01/08/99	79 WAIG 1847
Cl		654/00	01/08/00	80 WAIG 3379
Cl		752/01	01/08/01	81 WAIG 1721
Cl.		797/02	01/08/02	82 WAIG 1369
Cl.		569/03	5/06/03	83 WAIG 1899 & 2142
(9)		1197/03	1/11/03	83 WAIG 3537
Cl		570/04	4/06/04	84 WAIG 1521
Cl.		957/05	07/07/06	86 WAIG 1631 & 1869

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**2. Arrangement**

Ins. 31; 32; & 33		P23/91	20/11/91	72 WAIG 244
Ins. 1A		1752/91	31/01/92	72 WAIG 191
1A. Title		1457/93	24/12/93	74 WAIG 198
Ins.34; Ins.Scheds E & F;		P24/94	17/03/94	74 WAIG 2151
1A. Title		985/94	30/12/94	75 WAIG 23

Ins. 34A	P7/95	09/01/95	75 WAIG 702
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. 35, 36	P10/96	01/07/96	76 WAIG 2756
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A	757/98	12/06/98	78 WAIG 2579
Ins. 37	P 15/98	25/09/98	78 WAIG 4388
Del. 1A	609/99	06/07/99	79 WAIG 1847

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**3. Scope**

Text	P 15/98	25/09/98	78 WAIG 4388
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**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**4. Area**

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**5. Definitions**

(2)	P 15/98	25/09/98	78 WAIG 4388
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**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**6. Hours of Attendance**

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**7. Contract of Employment**

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**8. Casual Employees**

(1)	P23/91	20/11/91	72 WAIG 244
(1)	P24/94	17/03/94	74 WAIG 2151

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**9. Part-Time Employment**

(1)I(i); (2);	P24/94	17/03/94	74 WAIG 2151
(4)(a)(i); (6)(b) &			
(8)			

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**10. Annual Leave**

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**11. Public Holidays**

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**12. Long Service Leave**

(1)&(2); Del.	P24/94	17/03/94	74 WAIG 2151
Preamble (3)			

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**13. Sick Leave**

(4)(a)&(4)(b)	P24/94	17/03/94	74 WAIG 2151
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**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**14. Maternity Leave**

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**15. Leave Without Pay**

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**16. Study Leave**

text (1)(b)	P24/94	17/03/94	74 WAIG 2151
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**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**17. Short Leave**

(1)(a)	P24/94	17/03/94	74 WAIG 2151
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**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**18. Leave to Attend Association Business**

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**19. Trade Union Training Leave**

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**20. Leave for Training with the Defence Force Reserves**

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**



**21. District Allowance**  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**22. Motor Vehicle Allowance**  
(5) P47/97 01/10/97 77 WAIG 3455  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**23. Travelling Allowance**  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**24. Preservation of Rights**  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**25. Time and Salaries Record**  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**26. Notification of Change**  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**27. Deduction of Union Subscriptions**  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**28. Right of Entry**  
Ins.Txt 2053(1)/97 22/11/97 77 WAIG 3138  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**29. Copies of Award**  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**30. Term of Award**  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**31. Wage Fixing Principles**  
Ins. Cl. P23/91 20/11/91 72 WAIG 244  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**32. Establishment of Consultative Mechanisms**  
Ins. Cl. P23/91 20/11/91 72 WAIG 244  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**33. Award Modernisation**  
Ins. Cl. P23/91 20/11/91 72 WAIG 244  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**34. Annual Increments**  
Ins. Cl. P24/94 17/03/94 74 WAIG 2151  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**34A. – Arbitrated Safety Net Adjustment**  
Ins. Cl. P7/95 09/01/95 75 WAIG 702  
Cl. P42/95 10/07/95 75 WAIG 2390  
Cl. P6/96 10/07/96 76 WAIG 2758  
Ins. Text 940/97 14/11/97 77 WAIG 3177  
Cl. P 26/98 07/08/98 78 WAIG 3473  
Text 609/99 01/08/99 79 WAIG 1847  
Cl. 654/00 01/08/00 80 WAIG 3379  
Cl. 752/01 01/08/01 81 WAIG 1721  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**35. Transfer Allowance**  
Ins. Cl. P10/96 01/07/96 76 WAIG 2756  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**36. Relieving Allowance**  
Ins. Cl. P10/96 01/07/96 76 WAIG 2756  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**37. Salary Packaging**  
Ins. Cl. P 15/98 25/09/98 78 WAIG 4388  
**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**Schedule A – District Allowance**  
Schedule P28/03 01/07/03 84WAIG520  
Schedule P22/04 14/09/04 84WAIG3261

Var SWC  
Marker  
Cl. 957/05 07/07/06 86 WAIG 1631,  
1869

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**Schedule B – Motor Vehicle Allowance**

Schedule	P23/97	01/07/97	77 WAIG 2729
Sch.	P12/03	19/09/03	83 WAIG 3337

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**Schedule C – Travelling Allowance**

Schedule	P68/95	31/01/96	76 WAIG 703
Sch.	P10/96	01/07/96	76 WAIG 2756
Sch.	P31/97	01/07/97	77 WAIG 2730
Sch	P18/00	01/07/00	80 WAIG 4338
Sch	P36/01	5/12/01	82 WAIG 61
Sch	P16/03	07/11/03	83 WAIG 3583
Sch (Corr)	P16/03	7/11/03	84 WAIG 163

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**Schedule D – Travel Concessions for Annual Leave**

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**Schedule E – Salaries**

Ins. Cl.	P24/94	17/03/94	74 WAIG 2151
Cl.	P7/95	09/01/95	75 WAIG 702
Schedule.	P42/95	10/07/95	75 WAIG 2390
Schedule	P6/96	10/07/96	76 WAIG 2758
Rates	940/97	14/11/97	77 WAIG 3177
Sch.	P 26/98	07/08/98	78 WAIG 3473
Rates	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
Sch.	797/02	01/08/02	82 WAIG 1369
Schedule	P26/02	21/08/02	82 WAIG 2445
Cl.	569/03	5/06/03	83 WAIG 1899 & 2142
Cl	570/04	4/06/04	84 WAIG 1521 & 1690

**SEE NEW VARIATION RECORD FOLLOWING FOR DETAILS AFTER 03/12/04**

**Schedule F - Transitional Provisions**

Ins. Cl.	P24/94	17/03/94	74 WAIG 2151
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NEW VARIATION RECORD

**DEPARTMENT FOR COMMUNITY DEVELOPMENT (FAMILY RESOURCE WORKERS, WELFARE ASSISTANTS AND PARENT HELPERS) AWARD 1990**

**NO. PSA A1 OF 1989**

Delivered 17/09/91 at 71 WAIG 2512  
Varied & Consolidated by P37/04 on 03/12/04 at 85 WAIG 248

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
<b>1. Title</b>				
<b>1B. Minimum Adult Award Wage</b>				
	Cl.	576/05	07/07/05	85 WAIG 2083, 2339
	Cl.	957/05	7/07/06	86 WAIG 1631, 1869
	Cl.	1/07	01/07/07	87 WAIG 1487 & 1751
	Cl.	115/07	01/07/08	88 WAIG 773 & 1013
	Cl.	1/09	01/10/09	89 WAIG 735 & 1432
	Cl.	2/10	01/07/10	90 WAIG 568 & 922
<b>2. Arrangement</b>				
	14. Title	P 27/06	26/07/06	86 WAIG 2553
	Del. & Ins.	P 13/09	23/07/09	89 WAIG 880
<b>3. Scope</b>				
	Del. & Ins.	P 13/09	23/07/09	89 WAIG 880
<b>4. Area</b>				
<b>5. Term of Award</b>				
	Ins. new	P 13/09	23/07/09	89 WAIG 880
(5. Definitions)				
	Cl.	P 27/06	26/07/06	86 WAIG 2553
<b>6. Definitions</b>				
	Ins. new	P 13/09	23/07/09	89 WAIG 880
(6. Hours)				
<b>7. Certificate of Service</b>				
<b>8. Contract of Service</b>				
	Del. & Ins.	P 13/09	23/07/09	89 WAIG 880
<b>9. Part-time Employment</b>				
	Ins. new	P 13/09	23/07/09	89 WAIG 880
(9. Casual Employees)				
	Cl.	P 27/06	26/07/06	86 WAIG 2553
<b>10. Casual Employment</b>				
	Ins. new	P 13/09	23/07/09	89 WAIG 880
(10. Part-Time Employment)				
<b>11. Salaries</b>				
	(2)	P 13/09	23/07/09	89 WAIG 880

<b>12. Purchased Leave - 44/52 Salary Arrangement</b>				
	Ins. new	P 13/09	23/07/09	89 WAIG 880
(12. Annual Increments)				
<b>13. Purchased Leave - Deferred Salary Arrangement</b>				
	Ins. new	P 13/09	23/07/09	89 WAIG 880
(13. Salary Packaging Arrangement)				
<b>14. Salary Packaging Arrangement</b>				
	Ins. new	P 13/09	23/07/09	89 WAIG 880
(14. Purchased Leave – 44/52 Salary Arrangement)				
(14. Purchased Leave - 48/52 Salary Arrangement)				
<b>15. Annual Increments</b>				
	Ins. new	P 13/09	23/07/09	89 WAIG 880
(15. Purchased Leave - Deferred Salary Arrangement)				
	Ins. (7)	P 27/06	26/07/06	86 WAIG 2553
<b>16. Hours</b>				
	Ins. new	P 13/09	23/07/09	89 WAIG 880
(16. Annual Leave)				
	(5) & (11)	P 27/06	26/07/06	86 WAIG 2553
<b>17. Higher Duties Allowance</b>				
	Ins. new	P 13/09	23/07/09	89 WAIG 880
(17. Public Holidays)				
<b>18. Annual Leave</b>				
	Ins. new	P 13/09	23/07/09	89 WAIG 880
(18. Long Service Leave)				
	(3); ins new	P 27/06	26/07/06	86 WAIG 2553
	(13 & (14)			
<b>19. Public Holidays</b>				
	Ins. new	P 13/09	23/07/09	89 WAIG 880
(19. Sick Leave)				
<b>20. Long Service Leave</b>				
	Ins. new	P 13/09	23/07/09	89 WAIG 880
(20. Parental Leave)				
	Cl.	P 27/06	26/07/06	86 WAIG 2553
<b>21. Sick Leave</b>				
	Ins. new	P 13/09	23/07/09	89 WAIG 880
(21. Leave Without Pay)				
	Cl.	P 27/06	26/07/06	86 WAIG 2553
<b>22. Carers Leave</b>				
	Ins. new	P 13/09	23/07/09	89 WAIG 880
(22. Study Leave)				

**23. Short Leave**

**24. Parental Leave**

Ins. new P 13/09 23/07/09 89 WAIG 880

(24. Carers Leave)

**25. Leave Without Pay**

Ins. new P 13/09 23/07/09 89 WAIG 880

(25. Bereavement leave)

**26. Study Assistance**

Ins. new P 13/09 23/07/09 89 WAIG 880

(26. Cultural/Ceremonial Leave)

(6) P 27/06 26/07/06 86 WAIG 2553

**27. Bereavement Leave**

Ins. new P 13/09 23/07/09 89 WAIG 880

(27. Blood/Plasma Donors Leave)

**28. Cultural/Ceremonial Leave**

Ins. new P 13/09 23/07/09 89 WAIG 880

(28. Emergency Service Leave)

**29. Blood/Plasma Donors Leave**

Ins. new P 13/09 23/07/09 89 WAIG 880

(29. Leave to Attend Association Business)

**30. Emergency Service Leave**

Ins. new P 13/09 23/07/09 89 WAIG 880

(30. Trade Union Training Leave)

**31. Leave to Attend Union Business**

Ins. new P 13/09 23/07/09 89 WAIG 880

(31. Union Facilities For Union Representatives)

**32. Trade Union Training Leave**

Ins. new P 13/09 23/07/09 89 WAIG 880

(32. Defence Force Reserves Leave)

**33. Union Facilities For Union Representatives**

Ins. new P 13/09 23/07/09 89 WAIG 880

(33. Witness and Jury Service)

**34. Defence Force Reserves Leave**

Ins. new P 13/09 23/07/09 89 WAIG 880

(34. District Allowance)

**35. Witness and Jury Service**

Ins. new P 13/09 23/07/09 89 WAIG 880

(35. Motor Vehicle Allowance)

**36. District Allowance**

Ins. new P 13/09 23/07/09 89 WAIG 880

(36. Travelling Allowance)

**37. Motor Vehicle Allowance**

Ins. new P 13/09 23/07/09 89 WAIG 880

(37. Higher Duties Allowance)

**38. Relieving Allowance**

Ins. new P 13/09 23/07/09 89 WAIG 880

(38. Preservation of Rights)

**39. Transfer Allowance**

Ins. new P 13/09 23/07/09 89 WAIG 880

(39. Keeping of and Access to Employment Records)

**40. Travelling Allowance**

Ins. new P 13/09 23/07/09 89 WAIG 880

(40. Notification of Change)

**41. Preservation of Rights**

Ins. new P 13/09 23/07/09 89 WAIG 880

(41. Deduction of Union Subscriptions)

**42. Keeping of and Access to Employment Records**

Ins. new P 13/09 23/07/09 89 WAIG 880

(42. Right of Entry and Inspection by Authorised Representatives)

**43. Notification of Change**

Ins. new P 13/09 23/07/09 89 WAIG 880

(43. Copies of Award)

**44. Deduction of Union Subscriptions**

Ins. new P 13/09 23/07/09 89 WAIG 880

(44. Term of Award)

**45. Right of Entry and Inspection by Authorised Representatives**

Ins. new P 13/09 23/07/09 89 WAIG 880

(45. Establishment of Consultative Mechanisms)

**46. Copies of Award**

Ins. new P 13/09 23/07/09 89 WAIG 880

(46. Transfer Allowance)

**47. Establishment of Consultative Mechanisms**

Ins. new P 13/09 23/07/09 89 WAIG 880

(47. Relieving Allowance)

**48. Access to Information and Resources**

Ins. new P 13/09 23/07/09 89 WAIG 880

(48. Dispute Settlement Procedure)

**49. Dispute Settlement Procedure**

Ins. new P 13/09 23/07/09 89 WAIG 880

(49. Expired General Agreement Salaries)

**50. Expired General Agreement Salaries**

Ins. new P 13/09 23/07/09 89 WAIG 880

(50. Named Parties to the Award)

**51. Named Parties to the Award**

Ins. new P 13/09 23/07/09 89 WAIG 880

**Schedule A - Salaries**

Sch	576/05	07/07/05	85 WAIG 2083, 2339
Sch	975/05	07/07/06	86 WAIG 1631 & 1869
Sch	1/07	01/07/07	87 WAIG 1487 & 1751
Sch	115/07	01/07/08	88 WAIG 773 & 1013
Sch	1/09	01/10/09	89 WAIG 735 & 1432
Sch	2/10	01/07/10	90 WAIG 568 & 922

**Schedule B - District Allowance**

sch P16/05 01/07/05 85 WAIG 3263

**Schedule C - Motor Vehicle Allowance**

Parts 1-3 P13/08 15/07/08 88 WAIG 1630

**Schedule D - Travelling Allowance**

Sch	P29/04	21/01/05	85 WAIG 672
Sch D	P 40/05	12/12/05	86 WAIG 19
Sch D	P 9/08	14/04/08	88 WAIG 363
Sch D	P 7/09	17/06/09	89 WAIG 770
Sch D	P 6/10	21/4/10	90 WAIG 388

**Schedule E - Travel Concessions for Annual Leave**

**Schedule F - Expired General Agreement Salaries**

Sch. P 27/06 26/07/06 86 WAIG 2553