Department of Education (School Support Officers) Award

1. - TITLE

This Award shall be known as the Department of Education (School Support Officers) Award and shall supersede and replace the Education Department Ministerial Officers Salaries, Allowances and Conditions Award 1978, No. 6 of 1978 insofar as it refers to officers other than Professional Librarians.

1B. - MINIMUM ADULT AWARD WAGE

(1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.

(2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38-hour week is $953.00 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38-hour week is calculated as follows: divide $953.00 by 38 and multiply by the number of ordinary hours prescribed for a full-time employee under the award.

The minimum adult award wage is payable from the beginning of the first pay period commencing on or after 1 July 2025.

(3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case decisions.

(4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by results, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.

(5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

(6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.

(7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.

(8) Subject to this clause the minimum adult award wage shall –

(a) Apply to all work in ordinary hours.

(b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

(9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2025 State Wage order. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or

award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

(a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38-hour week is $791.30 per week.

(b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38-hour week is calculated as follows: divide $791.30 by 38 and multiply by the number of ordinary hours prescribed for a full-time apprentice under the award.

(c) The minimum adult apprentice wage is payable from the beginning of the first pay period commencing on or after 1 July 2025.

(d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.

(e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.

(f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

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3. - SCOPE

This This Award shall apply to all Government Officers employed by the Director General, Department of Education, in an administrative, clerical or general capacity who are not employed under the *Government Officers Salaries, Allowances and Conditions Award 1989* or the *Public Service Award 1992*. It also does not apply to any officer employed on the teaching staff under provisions of the *School Education Act 1999*, or the regulations made under the School *Education Act 1999*, or to any child care worker.

4. - DEFINITIONS

In this Award, the following expressions shall have the following meaning:-

“Casual Officer” means an officer engaged by the hour for a period not exceeding one calendar month in any period of engagement, as determined by the employer.

"Employee" means an employee pursuant to section 235 (1)(c) of the *School Education Act 1999.*

"Employer" means the Director General, Department of Education (or however so named)

"Headquarters" means the place in which the principal work of an officer is carried out, as defined by the employer.

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

"Officer" means an employee pursuant to section 235 (1)(c) of the *School Education Act 1999.*

"Partner" means either spouse or de facto partner.

"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.

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

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

5. – TERM OF AWARD

This Award shall operate as from and including the 18th day of December 1981.

6. – 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 officer to the officer on redundancy, retirement, resignation or where contracts of service expire through the effluxion of time.

7. – CONTRACT OF SERVICE

(1) No officer shall leave the employ of the employer until the expiration of one month's written notice of his intention to do so, without the approval of the employer or a person acting on behalf of the employer.

(2) One month's written notice shall be given by the employer or person acting on behalf of the employer to an officer whose services are no longer required, provided that:

(a) Where the employer or person acting on behalf of the employer employs an officer for the purposes of additional assistance or relief, the contract of service may be less than one month and may be terminated by either party by one days' notice, and

(b) The employer or a person appointed in writing either generally or specifically who shall be a classified Departmental Officer holding office for the time being as the Senior Administrative Officer (Level 7) or an office of equal or superior classification, may summarily dismiss a Officer for misconduct or neglect of duty and the officer shall not be entitled to any notice or payment in lieu.

(3) An officer having attained the age of fifty five years shall be entitled to retire from the employ of the employer.

7B. – TRANSITIONAL ARRANGEMENTS – 2005 WORKLOAD RECOGNITION

Hours of Work

(1) To facilitate the changes in Registrars', School Officers', Library Assistants' and Laboratory Technicians' full- time weekly hours of work from 32.5 hours to 37.5 hours, the following will apply:

(a) An employee currently working 32.5 hours per week may apply to the employer, in writing, to increase their hours of work to 37.5 hours per week.

(b) An employee currently working less than 32.5 hours per week may apply to the employer, in writing, to increase their hours of work in order to maintain their current work fraction (for example, an employee currently working 16.25 hours per week would be a fraction of 0.5 FTE. That employee may apply to increase their hours to 18.75 hours per week, thereby maintaining a fraction of 0.5 FTE of the new full-time weekly hours).

(c) With reference to subclause (1)(a) and subclause(1)(b), an application must be received by the employer by no later than close of business 30 June 2005.

(d) Where an employee is on extended leave, or otherwise absent from the workplace for an extended period of time, during the transition to 37.5 hours and has not already made an election to increase their hours of work; the following process applies:

(i) Within two (2) weeks of resuming work the employer is to advise the employee that the employee may elect to increase their hours of work in accordance with subclauses (l)(a) and (b) of this clause.

(ii) The employee must make an election to increase hours of work within four (4) weeks of returning to work.

(e) Employees who are working on secondment. temporary deployment or on fixed-term contracts to cover the temporary absence of the substantive holder of the position may elect to increase their hours of work for the period of the secondment, temporary deployment or fixed-term contract, provided that the substantive holder of the position has elected to increase their hours of work when they return to their substantive position.

(f) An employee who does not apply to the employer in accordance with subclause (l)(c) will become a par-time employee working on the fraction their current weekly working hours bear to 37.5 hours per week, effective 1 May 2005 (for example, a current full-time employee working 32.5 hours per week who remains on 32.5 hours will become a part-time employee on a fraction of 0.87 FTE).

Salaries

(2) An employee who applies to the employer in accordance with subclause (l)(c) will be paid for the extra hours worked from the date the extra hours are commenced.

Allowances

(3) An employee who does not elect to increase their hours of work in accordance with subclause (l)(a) or subclause (l)(b) will have their current allowance rates maintained.

(4) Allowances will be maintained until such time as the appropriate pro-rata allowance rate in each respective allowance schedule equals the maintained rate.

(5) The employer will review allowances annually to ensure that no employee is disadvantaged by this clause.

8. - PART-TIME EMPLOYMENT

(1) Definitions

(a) Part-time employment is defined as regular and continuing employment of less than 37.5 hours per week by permanent or fixed term contract staff.

(2) Part-Time Agreement

(a) Each part-time arrangement shall be confirmed in writing and shall include the agreed period of the arrangement, and the agreed hours of duty in accordance with subclause (3) of this clause.

(b) The conversion of a full-time officer to part-time employment can only implemented with the written consent or by written request of that officer. No officer may be converted to part-time employment without the officer's prior agreement.

(3) The Hours of Duty will be in accordance with Clause 13. - Hours of Duty of this Award, including flexible working hours.

(a) The employer shall specify in writing before a part-time officer commences duty, the prescribed weekly and daily hours of duty for the officer including starting and finishing times each day ("ordinary hours").

(b) The employer shall give an officer one (1) month's notice of any proposed variation to that officer's starting and finishing times and/or particular days worked, provided that the employer shall not vary the officer's total weekly hours of duty without the officer's prior written consent, a copy of which shall be sent to the designated officer at the Association.

(c) All variations to an officer's working hours must be agreed to in writing by the part-time officer.

If agreement is reached to vary an officer's ordinary working hours pursuant to this subclause:

(i) Time worked to 7.5 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) Overtime shall not be payable unless the total time worked on any day exceeds 8 hours.

(iii) 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. Days worked on a Saturday or Sunday are to be paid in accordance with Clause 15. - Overtime Allowance of this Award.

(iv) Nothing in this clause prevents an officer working flexible working hours in accordance with clause 13(3) of this Award.

(4) Salary and Annual Increments

(a) An officer who is employed on a part-time basis shall be paid a proportion of the appropriate full-time salary dependent upon time worked. The salary shall be calculated in the following manner: -

$$\frac{\text{Hours worked per fortnight}}{75} \times \frac{\text{Full-time fortnightly salary}}{1}$$

(b) A part-time officer shall be entitled to annual increments in accordance with Clause 11. - Annual Increments of this Award, subject to meeting the usual performance criteria.

(c) A part-time officer shall be entitled to the same leave and conditions prescribed in this Award for full time officers.

(d) Payment to an officer proceeding on accrued School Vacation Leave and Long Service Leave shall be calculated on a pro rata basis having regard for any variations to the officer's ordinary working hours during the accrual period.

(e) Sick leave and any other paid leave shall be paid at the current salary, but only for those hours or days that would normally have been worked had the officer not been on such leave.

(5) Public Holidays

A part-time officer shall be allowed the prescribed Public Holidays without deduction of pay in respect of each holiday, which is observed on a day ordinarily worked by the part-time officer.

(6) Right of Reversion of Officers

(a) Where a full-time officer is permitted to work part-time for a period no greater than 12 months the officer has a right (upon written application) to revert to full-time hours in the position previously occupied before becoming part time or a position of equal classification as soon as deemed practicable by the employer, but no later than the expiry of the agreed period.

(b) Where a full-time officer is permitted to work part-time for a period greater than 12 months that officer may apply to revert to full-time hours in the position previously occupied before becoming part time or a position of equal classification, but only as soon as is deemed practicable by the employer. This should not prevent the transfer of the officer to another full-time position at a salary commensurable to his or her previous full-time position.

(7) The number or proportion of part-time officers employed shall not exceed any number or proportion that may be agreed in writing between the Association and the Employer.

(8) Officers employed less than the full time number of hours as prescribed in Clause 13 - Hours of Duty of this Award shall receive allowances under this Award on a pro rata basis in the proportion which their hours of work bear to those of full time officer.

9. – CASUAL EMPLOYMENT

(1) Salary

(a) A casual officer shall be paid for each hour worked at the appropriate classification contained in Clause 10. - Salaries of this Award in accordance with the following formula:

$$\frac{\text{Fortnightly Salary of the appropriate Public Service Award classification rate}}{75}$$

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 officer with the exception of bereavement and carer's leave. However, where expenses are directly and necessarily incurred by a casual officer 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" officer status.

(c) The employment of a casual officer may be terminated at any time by the casual officer or the employer giving to the other, one hour's prior notice. In the event of an employer or casual officer failing to give the required notice, one hour's salary shall be paid or forfeited.

(d) The provisions of the Overtime Allowance in this Award do not apply to casual officers who are paid by the hour for each hour worked. Additional hours are paid at the normal casual rate.

(e) A casual officer 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 20 – Carers Leave a casual employee shall be entitled to not be available to attend work or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

(c) 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.

10. - SALARIES

(1) The Employer shall allocate to officers such salaries and salary ranges taken from subclause (2) of this clause.

(2)

Classification	Base Salary	Arbitrated Safety Net Adjustment ($ per annum)	75 Hours Total Salary ($ per annum)
Officer (Junior)			
Under 17	$10,591	$15,271	$25,862
17 years	$12,377	$17,846	$30,223
18 years	$14,438	$20,818	$35,256
19 years	$16,712	$24,097	$40,809
20 years	$18,768	$27,061	$45,829
Officer Level 1			
Year 1 (21 years)	$20,616	$29726	$50,342
Year 2	$21,224	$29899	$51,123
Year 3	$21,832	$30072	$51,904
Year 4	$22,435	$30372	$52,807
Year 5	$23,042	$30546	$53,588
Year 6	$23,649	$30716	$54,365
Year 7	$24,348	$30973	$55,321
Year 8	$24,831	$31151	$55,982
Year 9	$25,546	$31423	$56,969

Classification	Base Salary	Arbitrated Safety Net Adjustment ($ per annum)	75 Hours Total Salary ($ per annum)
Officer Level 2			
Year 1	$26,401	$31746	$58,147
Year 2	$27,056	$31989	$59,045
Year 3	$27,746	$32251	$59,997
Year 4	$28,474	$32522	$60,996
Year 5	$29,236	$32811	$62,047
Officer Level 3			
Year 1	$30,284	$33205	$63,489
Year 2	$31,100	$33510	$64,610
Year 3	$31,941	$33826	$65,767
Year 4	$32,805	$34017	$66,822
Officer Level 4			
Year 1	$33,989	$34462	$68,451
Year 2	$34,917	$34679	$69,596
Year 3	$35,872	$35038	$70,910
Officer Level 5			
5.1	$37,712	$35731	$73,443
5.2	$38,955	$36198	$75,153
5.3	$40,247	$36683	$76,930
5.4	$41,587	$37187	$78,774

(3) Where an occupant of such office is employed for less than 37.5 hours per week, the salary paid shall be in accordance with the following formula:-

Hours worked per fortnight / 75 x Full-Time Fortnightly Salary.

(4) The fortnightly salary of employees shall be calculated as follows:

$$\text{Annual Salary} \times \frac{12}{313}$$

(5) The hourly rate shall be computed as one seventy-fifth of the fortnight's salary.

(6) The salary rates expressed herein shall be varied to reflect variations which are made from time to time to the salary scales of the *Public Service Award 1992* including amendments, replacements and

variations. Such variations to this Award shall be in accordance with the method agreed between the parties to this Award.

(7) Payment Of Salaries

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

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

(c) Provided that where such form of payment is impracticable or where some exceptional circumstances exist, and by agreement between the employer and the Association, payment by cheque may be made.

(8) 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 officers 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.

11. – ANNUAL INCREMENTS

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

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

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

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

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

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

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

(4) For the purposes of this clause "continuous service", except where an increment is payable according to age shall 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 "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".

12. – SKILLS ACQUISITION

(1) Establishment of skill level.

(a) The parties to this Award shall determine the appropriate range of duties, skills and responsibility applicable to each classification level contained in Clause 10. - Salaries.

(b) Each officer shall be paid the salary rate specified for a classification level defined in accordance with (1) (a).

(c) The level of skills possessed by each officer required at each classification level shall be determined by training standards, certification and experience in accordance with subclauses (2) and (3) of this clause.

(d) "Experience" for the purpose of this clause, means knowledge, experience and skills gained in an industry or occupation or away from work and which are recognised within the classification structure.

(2) Training Standards

(a) The parties to this Award shall establish the standards to be adopted with respect of matters relating to training officers covered by this Award.

(b) "Training Standards" for the purpose of this clause shall include, but not be limited to, the following:

(i) the standards and competencies of skills required for each calling;

(ii) curricula development;

(iii) training courses;

(iv) articulation and accreditation requirements for both on and off the job training;

(v) on the job training guidelines.

(3) Training Standards, Vocational Education and Accreditation.

All training and vocational education for the purpose of imparting skills corresponding to the classification structure of this Award shall be:

(a) consistent with the training standards agreed to by the parties.

(b) of a form which is recognised for the purpose of attainment or contributory towards the attainment of an accredited vocational educational qualification.

13. - HOURS OF DUTY

(1) The span of hours is between 7.00 am and 6.00 pm Monday to Friday. Subject to the agreement of the officers and line manager, officers may elect in writing to work in accordance with flexible working arrangements or standard hours prescribed by this subclause.

(2) Normal Standard Hours

(a) Except as provided in this clause, the ordinary hours of work shall be 150 hours per four weekly period with an average of 37.5 hours per week to be worked between the hours of 7.00am and 6.00pm Monday to Friday.

(b) The normal hours of work are 7.5 hours per day. Officers are required to work 41 weeks per year.

(c) The hours of duty can be varied by way of mutual agreement recorded in writing between the officer and their line manager. Officers shall not be coerced into varying their hours.

(3) Flexible Hours

(a) Subject to the approval of the line manager, officers may elect, in writing, to vary their starting and finishing times between the hours of 7.00 am and 6.00 pm Monday to Friday to a maximum of 150 per four-weekly period and to work variable weekly hours.

(b) Arrangement for working hours are to be agreed between the officer and their line managers. Officers shall not be coerced into working flexible working hours.

(c) A maximum of ten (10) hours per day may be worked where officers agree, provided that the ordinary hours worked in a week do not exceed 50 hours (subject to pro rata hours for part-time officers).

(d) Ordinary hours shall be consecutive except for a meal break of at least 30 minutes, provided that an officer shall not be required to work more than five hours consecutively without a break.

(e) Officers shall not be required to recommence work until at least ten (10) hours have elapsed from the time the previous work has ceased.

(f) Within each four week period, extra hours worked may be accumulated to a maximum of 37.5 and used at a later date.

(g) Accumulated hours may be cleared in the form of hours, days, or weeks off, as agreed between officers and their line managers.

(h) It is the officer's responsibility to arrange to clear accrued hours. The hours will be cleared in either the financial year or the calendar year in which they were accrued, as agreed between the officer and their line manager. Hours that cannot be cleared will be paid out at the ordinary rate of pay.

(4) Remote Teaching Service

The parties agree that officers may, by agreement with all parties, to meet the needs of remote schools, vary the school year and hours per day to take into account educational, cultural, climate and local factors. The Principal will negotiate school hours and days of attendance and the officers will be consulted and have a choice of undertaking these changes. The total hours worked in any one year will still equal the total hours that would have been worked if the school year had not been varied by this Agreement. Total hours to be worked in a year are 1537.5 (41 weeks x 37.5 hours p.a.).

14. – HIGHER DUTIES ALLOWANCE

(1) An officer who is directed by the employer to act in an office which is classified higher than the officer'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 officer's own salary and the salary the officer would receive if the officer was permanently appointed to the office in which the officer is so directed to act.

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

(3) An officer 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 officer 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.

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

(4) Where an officer 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 officer's own for periods less than five consecutive working days without any break in acting service, such officer shall be paid a higher duties allowance for such periods: provided that payment shall be made at the highest rate the officer has been paid during the term of continuous acting or at the rate applicable to the office in which the officer is currently acting - whichever is the lesser.

(5) Where an officer is directed to act in an office which has an incremental range of salaries such an officer shall be entitled to receive an increase in the higher duties allowance equivalent to the annual increment the officer would have received had the officer 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 eighteen (18) months preceding the commencement of such acting shall aggregate as qualifying service towards such an increase in the allowance.

(6) Where an officer who is in receipt of an allowance granted under this clause and has been so for a continuous period of twelve (12) months or more, proceeds on a period of approved leave of absence of not more than four (4) weeks, other than school vacation leave, the officer shall continue to receive the allowance for the period of leave provided that this subclause shall also apply to an officer who has been in receipt of an allowance for less than twelve (12) months if during the officer's absence no other officer acts in the office in which the officer was acting immediately prior to proceeding on leave and the officer resumes in the office immediately on return from leave.

(7) Where officers in receipt of an allowance granted under this clause proceed on

(a) a period of school vacation leave, such officers shall receive payment of such allowance for the period of school vacation leave; and

(b) a period of any other approved leave of absence of more than four (4) weeks, such officers shall not be entitled to receive payment of such allowance for the whole or any part of the period of such leave.

15. – OVERTIME ALLOWANCE

(1) For the purposes of this Clause, the following terms shall have the following meanings:

(a) "Overtime" means all work performed only at the direction of the Employer or a duly authorised officer outside the ordinary hours of duty. Overtime provisions shall apply to time worked by direction in excess of 7.5 hours on any working day or more than 75 hours per fortnight in accordance with the provisions of the award.

(b) "Emergency Duty" means duty by an officer required to return to duty, without prior notice, to meet an emergency at a time that the officer would not ordinarily have been on duty.

(c) "Ordinary hours of duty" means an officer's normal working hours as prescribed by the Employer in accordance with Clause 13. - Hours of Duty, of this Award.

(d) "Duly authorised officer" means an officer or officers appointed in writing by the Employer for the purpose of authorising overtime.

(e) "A day" shall mean from midnight to midnight.

(f) "Public Holiday" means the days prescribed as Public Holidays or in Clause 17. - Public Holidays of this award.

(g) "Ordinary travelling time" means time that an officer would have ordinarily spent in travelling once daily from the officer's home to the officer's usual headquarters and home again.

(h) "Excess travelling time" means all time travelled on official business outside ordinary hours of duty and away from the officer's usual headquarters in accordance with subclause (7) of this Clause.

(i) "Fortnightly salary" means an officer's substantive salary exclusive of any allowances such as the district allowance, personal allowance, qualifications allowance, efficiency allowance, service allowance, special allowance, or higher duties allowance unless otherwise approved by the Employer. Provided that a special allowance or higher duties allowance shall be included in "fortnightly salary" when overtime is worked on duties for which these allowances are specifically paid.

(j) "Commuted overtime" means an agreed allowance negotiated between the Association and the Employer, paid in lieu of actual overtime worked for a group of officers occupying positions which require work to be performed consistently and regularly outside and in excess of the ordinary hours of duty.

(k) "Out of hours contact" shall include the following:

STANDBY - shall mean a written instruction or other authorised direction by the employer or a duly authorised officer to an officer to remain at the officer's place of employment during any period outside the officer's normal hours of duty, and to perform certain designated tasks periodically or on an irregular basis. Such officer shall be provided with appropriate facilities for sleeping if attendance is overnight, and other personal needs, where practicable.

Other than in extraordinary circumstances, officers shall not be required to perform more than two periods of standby in any rostered week.

This provision shall not replace normal overtime or shift work requirements.

ON CALL - shall mean a written instruction or other authorised direction by the employer or a duly authorised officer to an officer rostered to remain at the officer's residence or to otherwise be immediately contactable by telephone or other means outside the officer's normal hours of duty in case of a call out requiring an immediate return to duty.

AVAILABILITY - shall mean a written instruction or other authorised direction by the employer or a duly authorised officer to an officer to remain contactable, but not necessarily immediately contactable by telephone or other means, outside the officer's normal hours of duty and be available and in a fit state at all such times for recall to duty.

"Availability" will not include situations in which officers carry telephones or other means or make their telephone numbers or other contact details available only in the event that they may be needed for casual contact or recall to work. Subject to subclause (3) of this Clause recall to work under such circumstances would constitute emergency duty in accordance with subclause (6) of this Clause.

(2) Reasonable Hours of Overtime

(a) An employer may require an officer to work reasonable overtime at overtime rates as specified in this clause.

(b) An officer may refuse to work overtime in circumstances where the working of such overtime would result in the officer working hours which are unreasonable having regard to:

(i) any risk to officer health and safety;

(ii) the officer's personal circumstances including any family responsibilities;

(iii) the needs of the workplace or enterprise;

(iv) the notice (if any) given by the employer of the overtime and by the officer of his or her intention to refuse it; and

(v) any other relevant matter.

(3) Overtime

(a) An officer who works overtime for a greater period than 30 minutes, shall be entitled to payment in accordance with paragraph (d) of this subclause, or time off in lieu of payment in accordance with paragraph (b) of this subclause, or any combination of payment or time off in lieu.

(b) Time off in lieu

(i) Where the officer or the Employer or the duly authorised officer, so elects in writing prior to overtime being worked, time off in lieu of payment for overtime worked may be taken in accordance with the time ratios in paragraph (d) of this subclause.

(ii) The officer shall be required to clear accumulated time off in lieu within two months of the overtime being performed, provided that by written agreement between the officer and the Employer, or duly authorised officer, time off in lieu of payment for overtime may be accumulated beyond two months from the time the overtime is performed so as to be taken in conjunction with periods of approved leave.

(iii) If the department is unable to release the officer to clear such leave within two months of the overtime being performed, and no further agreement prescribed in subparagraph (ii) of this paragraph is reached, then the officer shall be paid for the overtime worked.

(c) Commuted Allowance

Any commuted allowance and/or time off in lieu of overtime, other than that provided in paragraph (b) of this subclause, shall be negotiated between the Association and the Employer.

(d) Payment for Overtime

Payment for overtime shall be calculated on an hourly basis in accordance with the following formula:

(i) Weekdays

For the first three hours worked outside the ordinary hours of duty on any one weekday at the rate of time and one half:

$$\text{i.e} \quad \frac{\text{Fortnightly Salary}}{75} \times \frac{3}{2}$$

After the first three hours on any one week day at the rate of double time:

i.e $\frac{\text{Fortnightly Salary}}{75} \times \frac{2}{1}$

(ii) Saturdays

For the first three hours on any Saturday, before 12.00 noon, at the rate of time and one half:

i.e $\frac{\text{Fortnightly Salary}}{75} \times \frac{3}{2}$

After the first three hours or after 12.00 noon, whichever is the earlier, on any Saturday at the rate of double time:

i.e $\frac{\text{Fortnightly Salary}}{75} \times \frac{2}{1}$

(iii) Sundays

For all hours on any Sunday, at the rate of double time:

i.e $\frac{\text{Fortnightly Salary}}{75} \times \frac{2}{1}$

(iv) Public Holidays

For hours worked during ordinary hours of duty on any Public Holiday at the rate of time and one half (in addition to the normal pay for that day):

i.e $\frac{\text{Fortnightly Salary}}{75} \times \frac{3}{2}$

For hours worked outside of the ordinary hours of duty on any Public Holiday at the rate of double time and a half:

i.e $\frac{\text{Fortnightly Salary}}{75} \times \frac{5}{2}$

(e) Long Service Leave

An officer directed to return to duty during periods of long service leave shall be deemed to be no longer on leave for the duration of that period of duty.

(i) If the officer is directed to return to duty during a period of leave during ordinary hours of duty, then that officer shall be re-credited with that leave for the same number of hours of duty performed.

(ii) If the officer is directed to return to duty during a period of leave outside of ordinary hours of duty, then that officer shall be entitled to payment of overtime in accordance with subclause (3) of this clause.

(f) Minimum Periods for Return to Duty

(i) An officer, having received prior notice, who is required to return to duty:

(aa) on a Saturday, Sunday or Public Holiday, otherwise than during ordinary hours of duty, shall be entitled to payment at the rate in accordance with paragraph (d) of this subclause for a minimum of three hours;

(bb) before or after the ordinary hours of duty on a weekday shall be entitled to payment at the rate in accordance with paragraph (d) of this subclause for minimum period of one and one half hours;

(ii) For the purpose of this subclause, where an officer is required to return to duty more than once, each duty period shall stand alone in respect to the application of minimum period payment except where the second or subsequent return to duty is within any such minimum period.

(iii) The provisions of this subparagraph shall not apply in cases where it is customary for an officer to return to the place of employment to perform a specific job outside the ordinary hours of duty, or where the overtime is continuous (subject to a meal break) with the completion or commencement of prescribed hours of duty.

(g) Overtime at a Place Other than Usual Headquarters

(i) When an officer is directed to work overtime at a place other than usual headquarters, and provided that the place where the overtime is to be worked is situated in the area within a radius of fifty (50) kilometres from usual headquarters, and the time spent in travelling to and from that place is in excess of the time which an officer would ordinarily spend in travelling to and from usual headquarters, and provided such travel is undertaken on the same day as the overtime is worked, then such excess time shall be deemed to form part of the overtime worked.

(ii) Except as provided in paragraph (e) of subclause (5) and paragraph (b) of subclause (6) of this clause, when an officer is directed to work overtime at a place other than usual headquarters, and provided that the place where the overtime is to be worked is situated outside the area within a radius of fifty (50) kilometres from usual headquarters and the time spent in travelling to and from that place is in excess of the time which the officer would ordinarily spend in travelling to and from usual headquarters, then the officer shall be granted time off in lieu of such excess time spent in actual travel in accordance with subclause (7) Excess Travelling Time of this clause.

(h) Ten Hour Break

(i) When overtime is worked, a break of not less than ten (10) hours shall be taken between the completion of work on one day and the commencement of work on the next, without loss of salary for ordinary working time occurring during such absence.

(ii) Provided that where an officer is directed to return to or continue work without the break provided in subparagraph (i) of this paragraph then the officer shall be paid at double the ordinary rate until released from duty, or until the officer has had ten consecutive hours off duty without loss of salary for ordinary working time occurring during such absence.

(iii) The provisions of subparagraphs (i) and (ii) of this paragraph, shall not apply to officers included in subclause (5) of this clause.

(4) Meal Allowances

(a) A break of 30 minutes shall be made for meals between 5.30 am and 7.30 am, between 12.00 noon and 2.00 pm, and between 4.30 pm and 6.30 pm when overtime duty is being performed.

(b) Except in the case of emergency, an officer shall not be compelled to work more than five hours overtime duty without a meal break. At the conclusion of a meal break, the calculation of the five-hour limit recommences.

(c) An officer required to work overtime of not less than two hours, and who actually purchases a meal shall be reimbursed in accordance with Part 2 of Schedule G. - Overtime Allowance of this Award, in addition to any payment for overtime to which that officer is entitled.

(d) An officer working a continuous period of overtime who has already purchased one meal during a meal break, shall not be entitled to reimbursement for the purchase of any subsequent meal in accordance with Part 2 of Schedule G. - Overtime Allowance, of this Award until that officer has worked a further five hours overtime from the time of the last meal break.

(e) If an officer, having received prior notification of a requirement to work overtime, is no longer required to work overtime, then the officer shall be entitled, in addition to any other penalty, to reimbursement for a meal previously purchased.

(5) Out of Hours Contact

(a) Except as otherwise agreed between the employer and the Association, an officer who is required by the Employer or a duly authorised officer to be on "out of hours contact" during periods off duty shall be paid an allowance in accordance with the following formulae for each hour or part thereof the officer is on "out of hours contact".

Standby

$$\text{Level 2 (minimum) weekly rate} \times \frac{1}{37.5} \times \frac{37.5}{100}$$

On Call

$$\text{Level 2 (minimum) weekly rate} \times \frac{1}{37.75} \times \frac{18.75}{100}$$

Availability

$$\text{Level 2 (minimum) weekly rate} \times \frac{1}{37.5} \times \frac{18.75}{100} \times \frac{50}{100}$$

Such allowances are contained in Part 1 of Schedule G. - Overtime Allowance of this Award.

Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is made in accordance with the provisions of subclause (2) of this clause when the officer is recalled to work.

(b) When an officer is required to be "on call" or "availability" and the means of contact is to be by land-line or satellite telephone fixed at the officer's residence the Department shall:

(i) Where the telephone is not already installed, pay the cost of such installation.

(ii) Where an officer pays or contributes towards the payment of the rental of such telephone, pay the officer 1/52nd of the annual rental paid by the officer for each seven days or part thereof on which an officer is rostered to be "on call" or "availability".

(iii) Provided that where as a usual feature of the duties an officer is regularly rostered to be on "on call" or "availability", pay the full amount of the telephone rental.

(iv) When an officer is required to be "on call" or "available" and the means of contact is other than a landline/satellite telephone fixed at the officer's residence, the employer shall provide the officer with the means of contact free of charge for the purposes of work related activity.

(c) An officer shall be reimbursed the cost of all telephone calls made on behalf of the employer as a result of being on out of hours contact.

(d) Where an officer rostered for "on call" or "availability" is recalled to duty during the period for which the officer is on "out of hours contact" then the officer shall receive payment for hours worked in accordance with subclause (2) of this clause.

(e) Where an officer rostered for "on call" or "availability" is recalled to duty, the time spent travelling to and from the place at which duty is to be performed, shall be included with actual duty for the purposes of overtime payment.

(f) Minimum payment provisions do not apply to an officer rostered for "out of hours contact" duty.

(g) An officer in receipt of an "out of hours contact" allowance and who is recalled to duty shall not be regarded as having performed emergency duty in accordance with subclause (6) of this clause.

(h) Officers subject to this clause shall, where practicable, be periodically relieved from any requirement to hold themselves on "standby", "on call" or "availability".

(i) No officer shall be on out of hours contact after the last working day preceding a period of school vacation leave or long service leave.

(6) Emergency Duty

(a) Where an officer is required to return to duty to meet an emergency at a time when he or she would not ordinarily have been on duty, and no notice of such call was given prior to completion of usual duty on the last day of work prior to the day on which called on duty, then if called to duty:

(i) on a Saturday, Sunday or Public Holiday, otherwise than during ordinary hours of duty he/she shall be entitled to payment at the rate in accordance with subclause (2) of this clause for a minimum period of three hours;

(ii) before or after the ordinary hours of duty on a weekday he/she shall be entitled to payment at the rate in accordance with subclause (2) of this clause for a minimum period of two and a half hours.

(b) Time spent in travelling to and from the place of duty where the officer is actually recalled to perform emergency duty shall be included with actual duty performed for the purpose of overtime payment.

(c) An officer recalled for emergency duty shall not be obliged to work for the minimum period if the work is completed in less time, provided that an officer called out more than once within any such minimum period shall not be entitled to any further payment for the time worked within that minimum period.

(d) Where an officer is required to work beyond the minimum period on the first or subsequent recall for emergency duty, the additional time worked at the conclusion of that minimum period shall be paid in accordance with the appropriate rate in subclause (2) of this clause.

(e) Where an officer is recalled for a second or subsequent period of emergency duty outside of the initial minimum period, the officer shall be entitled to payment for a new minimum period, and the provisions of this subclause shall be re-applied.

(f) For the purpose of this subclause, no claim for payment shall be allowed in respect of any emergency duty, including travelling time, which amounts to less than 30 minutes.

(7) Excess Travelling Time

An officer eligible for payment of overtime, who is required to travel on official business outside normal working hours and away from usual headquarters shall be granted time off in lieu of such actual time

spent in travelling at equivalent or ordinary rates on weekdays and at time and one half rates on Saturdays, Sundays and Public Holidays, otherwise than during prescribed hours of duty, provided that:

(a) such travel is undertaken at the direction of the Employer;

(b) such travel shall not include:

(i) time spent in travelling by an officer on duty at a temporary headquarters to the officer's home for weekends for the officer's own convenience;

(ii) time spent in travelling by plane between the hours of 11.00 pm and 6.00 am;

(iii) time spent in travelling by train between the hours of 11.00 pm and 6.00 am;

(iv) time spent in travelling by ship when meals and accommodation are provided;

(v) time spent in travel resulting from the permanent transfer or promotion of an officer to a new location;

(vi) time of travelling in which an officer is required by the department to drive, outside ordinary hours of duty, a departmental vehicle or to drive the officer's own motor vehicle involving the payment of mileage allowance, but such time shall be deemed to be overtime and paid in accordance with subclause (3) of this clause. Passengers, however, are entitled to the provisions of this subclause (7) of this clause;

(vii) time spent in travelling to and from the place at which overtime or emergency duty is performed, when that travelling time is already included with actual duty time for the payment of overtime.

(c) Time off in lieu will not be granted for periods of less than 30 minutes.

(d) Where such travel is undertaken on a normal working day, time off in lieu is granted only for such time spent in travelling before and/or after the usual hours of duty which is in excess of the officer's ordinary travelling time.

(e) Where the urgent need to travel compels an officer to travel during the officer's usual lunch interval such additional travelling time is not to be taken into account in computing the number of hours of travelling time due.

(f) In the case of an officer absent from usual headquarters, not involving an overnight stay, the time spent by the officer, outside the prescribed hours of duty, in waiting between the time of arrival at place of duty and the time of commencing duty, and between the time of ceasing duty and the time of departure by the first available transport shall be deemed to be excess travelling time.

(g) In the case of an officer absent from usual headquarters that does involve an overnight stay, the time spent by the officer, outside the prescribed hours of duty, in waiting between the time of ceasing duty on the last day and the time of departure by the first available transport shall be deemed to be excess travelling time.

(8) Special Conditions

Any group of officers whose duties necessarily entail special conditions of employment shall not be subject to the ordinary hours of duty as defined in Clause 13. - Hours of Duty of this Award if the Employer so determines. Provided, however, that such a determination shall not abrogate the right of the Association to make a claim or claims on behalf of such a group.

16. - SCHOOL VACATION LEAVE

(1) An officer who is employed for no less than four (4) continuous weeks shall be entitled to payment for that portion of school vacation weeks in that year as is equal to 11.25 hours for each school week worked in that year, and payment shall be made:-

(a) for such portion of the school summer vacation as is equal to 11.25 hours salary for each school week worked, less any term vacation hours for which payment has already been made in that year.

(b) on resignation or termination other than termination for misconduct an amount equal to 11.25 hours salary for each school week worked, less any term vacation hours for which payment has already been made in that year.

(c) officers employed less than the full time number of hours of duty as prescribed by Clause 13. - Hours of Duty of this Award shall receive the above entitlement on a pro rata basis in the proportion which their hours of work bear to those of a full time officer.

(2) (a) A school vacation leave loading shall be included in the first payment of ordinary salary made in December or in the event of a termination prior to the end of the school year in the final payment made to the officer.

(b) Subject to sub-clause (2) (c) of this clause, the leave loading shall be 17.5 per cent of four week's salary at the rate of pay applicable at the time of payment.

(c) Where an officer is employed for less than the full school year, the leave loading shall be paid on a pro rata basis in the same proportion as the number of weeks which the officer was employed to attend in the school bears to the number of weeks in the same school year.

17. – 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, Celebration Day for the Anniversary of the Birthday of the Reigning Sovereign, Western Australia 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) Officers shall be entitled to only those public holidays and special holidays granted to schools for agricultural shows or important local functions observed by the school at which they are employed.

18. – LONG SERVICE LEAVE

(1) Each officer who has completed a period of 7 years of continuous service in a permanent and/or fixed term contract capacity shall be entitled to 13 weeks of long service leave on full pay.

Employees may by agreement with their employer, clear any accrued entitlement to long service leave in minimum periods of one (1) day.

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

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

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

(a) any period exceeding two weeks during which the officer is absent on leave without pay or unpaid parental leave, except where leave without pay is approved for the purpose of fulfilling an obligation by the Government of Western Australia to provide staff for a particular assignment external to the Public Sector of Western Australia;

(b) any period during which an officer is taking long service leave entitlement or any portion thereof except in the case of subclause (9) when the period excised will equate to a full entitlement of 13 weeks;

(c) any service by an officer who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior service has actually entitled the officer to the long service leave 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) A long service leave entitlement, which fell due prior to March 16, 1988, amounted to three months. A long service leave entitlement, which falls due on or after that date, shall amount to thirteen weeks.

(6) Any Public Holiday or days in lieu of the repealed public service holidays occurring during an officers absence on long service leave shall be deemed to be a portion of the long service leave and extra days in lieu thereof shall not be granted.

(7) The employer may direct an officer to take accrued long service leave and may determine the date on which such leave shall commence. Should the officer not comply with the direction, disciplinary action may be taken against the officer.

(8) An officer 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 the employer to take pro rata long service leave before the date of retirement, based on continuous service of a lesser period than that prescribed by this clause for a long service entitlement.

(a) An officer who, during an accrual period was subject to variations in ordinary working hours or whose ordinary working hours during the accrual period are less than the officer's ordinary working hours at the time of commencement of long service leave, may elect to take a lesser period of long service leave calculated by converting the average ordinary working hours during the accrual period to the equivalent ordinary hours at the time of commencement of long service leave.

(b) Notwithstanding subclause (6) of this clause, an officer who has elected to compact an accrued entitlement to long service leave in accordance with paragraph (9)(a) of this clause, shall only take such leave in any period on full pay, and the period excised as "continuous service" shall be 13 weeks.

(9) Compaction of leave

(a) An officer who, during an accrual period was subject to variations in ordinary working hours or whose ordinary working hours during the accrual period are less than the officer's ordinary working hours at the time of commencement of long service leave, may elect to take a lesser

period of long service leave calculated by converting the average ordinary working hours during the accrual period to the equivalent ordinary hours at the time of commencement of long service leave.

(b) Notwithstanding subclause (6) of this clause, an officer who has elected to compact an accrued entitlement to long service leave in accordance with paragraph (9)(a) of this clause, shall only take such leave in any period on full pay, and the period excised as "continuous service" shall be 13 weeks.

(10) Portability

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

The Commonwealth of Australia, or

any other State Government of Australia, or

any Western Australian State body or statutory authority.

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

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

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

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

(11) Half Pay

Subject to the employer's convenience, an employer may approve an officer's application to take long service leave on full pay or half pay. In the case of long service leave which falls due on or after March 16, 1988 portions in excess of four weeks shall be in multiples of one week's entitlement.

(12) Lump Sum Payments

(a) On application to the employing authority, a lump sum payment for the money equivalent of any -

(i) Long service leave entitlement for continuous service as prescribed by sub clause 1 of this clause shall be made to employee who resigns, retires, is retired or is dismissed or in respect of an officer who dies;

(ii) pro rata long service leave based on continuous service of a lesser period than that prescribed by sub clause 1 of this clause for a long service leave entitlement shall be made -

(aa) 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 officer has completed not less than 12 months continuous service before the date of retirement;

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

(cc) in respect of an officer who dies, if the officer has completed not less than 12 months continuous service before the date of death.

(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 Treasurer, in which case payment shall be made to the legal dependant.

(13) Long Service Leave on Double Pay

(a) 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.

(b) Where employees proceed on long service leave on double pay in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with subclause (5) of this clause.

(14) 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.

(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 (5) of this clause.

19. – SICK LEAVE

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

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

(b) any period which exceeds six 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) Entitlement

(a) The employer shall credit each permanent officer with the following sick leave credits, which shall be cumulative:

	Sick Leave on full pay	Sick Leave on half pay
On the day of initial appointment	5 days	2 days
On completion of 6 months continuous service	5 days	3 days

On the completion of 12 months continuous service	10 days	5 days
On the completion of each further period of 12 months continuous service	10 days	5 days

(b) An officer employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent officer. An officer 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 the contract.

(c) A part-time officer shall be entitled to the same sick leave credits, on a pro rata basis according to the number of hours worked each fortnight. Payment for sick leave shall only be made for those hours that would normally have been worked had the officer not been on sick leave.

(d) The provisions of this clause do not apply to casual officers.

(3) Evidence

(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 a reasonable person required in paragraph (a) of this subclause shall not exceed, in the aggregate, 5 (five) working days in any one-credit year.

(4) Where a application for sick leave is supported by the certificate of a registered medical practitioner, a further certificate from a registered medical practitioner nominated by the employer maybe required and if that certificate does not confirm or substantially confirm the certificate of the medical practitioner, the officer making the application for sick leave shall pay the fee due to the nominated medical practitioner in respect of the certificate.

(5) Where the employer has occasion for doubt as to the cause of the illness or the reason for the absence, the employer may arrange for a registered medical practitioner to visit and examine the officer, or may direct the officer to attend the medical practitioner for examination. If the report of the medical practitioner does not confirm that the officer is ill, or if the officer is not available for examination at the time of the visit of the medical practitioner, or 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 officer.

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

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

(7) (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 officer is unable to attend for duty, the officer concerned may be granted sick leave or, at the option of the officer, the whole or any portion of the leave may be deducted from accrued 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 officer to resume duty, having regard to the restrictions imposed by law.

(8) Where an officer is ill during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of illness the officer was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, the employer may grant sick leave for the period during which the officer was so confined and reinstate long service leave equivalent to the period of confinement.

(9) An officer 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 has been caused by the misconduct of the officer or in any case of absence from duty without sufficient cause.

(11) Where an officer who has been retired on medical grounds resumes duty therein, sick leave credits at the date of retirement shall be reinstated. This provision does not apply to an officer who has resigned and is subsequently reappointed.

(12) Workers Compensation

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

(13) War Caused Illnesses

(a) An officer who produces a certificate from the Department of Veterans' Affairs stating that the officer suffers from war caused illness may be granted special sick leave credits of 112 hours 30 minutes (15 standard hour days) per annum on full pay in respect of that war caused illness. These credits shall accumulate up to a maximum credit of 337 hours and 30 minutes (45 standard hour days), and shall be recorded separately to the officer's normal sick leave credit.

(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.

(14) Portability

(a) The employer shall credit an officer additional sick leave credits up to those held at the date that officer ceased previous employment provided:

(i) immediately prior to commencing employment the officer was employed in the service of:

The Commonwealth Government of Australia, or

Any other State of Australia, or

In a Western Australian State body or statutory authority; and

(ii) the officer's employment commenced no later than one week after ceasing previous employment.

(b) The maximum break in employment permitted by subparagraph (a)(ii) of this subclause, may be varied by the approval of the employer provided that where employment commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the officer ceased with the previous employer.

20. - CARERS LEAVE

(1) An officer is entitled to use each year, up to five (5) days of the officer's sick leave entitlement per year to be the primary care giver of a member of the officer's family or household who is ill or injured and in need of immediate care and attention.

(2) Officers 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 officers shall notify the employer as soon as possible on the first day of absence.

(3) Officers 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 the definition contained in the *WA Equal Opportunity Act 1984*. That is, a person who is related to the officer 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 officer.

(5) Carers leave may be taken on an hourly basis or part thereof.

21. - PARENTAL LEAVE

(1) Definitions

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

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

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

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

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

(2) Entitlement to Parental and Partner Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Partner Leave

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

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

(4) Birth of a child

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

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

(5) Adoption of a child

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

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

(6) Other leave entitlements

(a) (i) Where a period of parental leave overlaps with a period of vacation leave, for which an employee would receive normal pay, the period of paid parental leave will be extended by the period of the overlap.

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

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

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

(i) cost;

(ii) lack of adequate replacement staff;

(iii) loss of efficiency; and

(iv) the impact on customer service.

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

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

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

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

(7) Notice and Variation

(a) An 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 9 (a).

(10) Replacement Employee

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

(11) Return to Work

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

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

(c) An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with Clause 8. – 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 8. – 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 7. – 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.

22. – LEAVE WITHOUT PAY

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

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

(a) The work of the 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.

23. – STUDY ASSISTANCE

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

(b) Officers 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 officer 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) officers undertaking an acceptable formal study load in their own time;

(iii) officers 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 officer's career in the service and being of value to the State.

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

(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) Officers 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 subclause (2)(d) of this clause.

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

(g) Officers 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 officer's own time, except in special cases such as where the officer is in the final year of study and requires less time to complete the course, or the officer is undertaking the recommended part-time year or stage and this does not entail five hours formal study.

(i) In cases where officers 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 officer's normal place of work.

(l) An officer shall not be granted more than five 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 officer 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 32 – Defence Force Reserves Leave.

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

(3) Financial Assistance

(a) An employer may reimburse an officer for the full or any part of any reasonable cost of enrolment fees, Higher Education Contribution Surcharge, compulsory textbooks, 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 officer 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. Officers 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 officer 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 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 subclause (5)(a) of this clause:

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

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

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

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

(6) Full Time Study

(a) Subject to the provisions of subclause (6)(b) of this clause, the employer may grant an officer 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 22 – Leave Without Pay.

(ii) It must be a highly specialised course with direct relevance to the officer'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 officers employed within the agency.

(v) If the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an officer 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 officer may not be granted study leave with pay for any period beyond that officer'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 officer'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 of 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 officer'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 officers 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 subclause (6)(b) of this clause. Each case is to be considered on its merits.

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

24. – SHORT LEAVE

(1) (a) An employer may, upon sufficient cause being shown, grant an officer short leave on full pay not exceeding 2 consecutive working days, but any leave granted under the provisions of this clause shall not exceed, in the aggregate, 22.5 working hours in any one calendar year.

(b) Part-time officers are eligible for short leave in accordance with this clause, on a pro rata basis calculated in accordance with the following formula:

$$\frac{\text{Hours worked per fortnight}}{75} \times \frac{22.5 \text{ hours}}{1}$$

(c) An officer employed on a fixed term contract of less than twelve months shall be eligible for pro rata short leave in accordance with this clause.

(2) Subject to the prior approval of the supervisor, officers located outside a radius of fifty (50) kilometres from the Perth City Railway Station shall be allowed Short Leave where pressing personal matters can only be dealt with within the required hours of duty.

25. - BEREAVEMENT LEAVE

(1) Officers including casuals shall on the death of:

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

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

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

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

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

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

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

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

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

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

(6) Travelling Time for Regional Employees

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

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

(c) The provisions of clause 25(6) are not available to employees whilst on leave without pay or sick leave without pay.

(d) The provisions of clauses 25(6)(a) and (b) apply as follows:

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

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

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

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

26. - CULTURAL/CEREMONIAL LEAVE

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

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

(3) Officers are entitled to time off without loss of pay for cultural /ceremonial purposes, subject to agreement between the employer and officer 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 officer seeking the leave.

(5) The employer may request reasonable evidence of the legitimate need for the officer 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 subclauses (a), (b) and (c) have been fully exhausted.

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

27. - BLOOD/PLASMA DONORS LEAVE

(1) Subject to operational requirements, officers 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 officer 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 officer's absence.

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

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

28. - EMERGENCY SERVICE LEAVE

(1) Subject to operational requirements, paid leave of absence shall be granted by the employer to an officer 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 recognized authority.

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

(3) The officer 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 organization certifying that the officer was required for the specified period.

(5) An officer, 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.

29. - FACILITIES FOR UNION REPRESENTATIVES

(1) The employer recognises the rights of the union to organise and represent its members. Union representatives in the agency are employees of the employer and have a legitimate role and function in assisting the union in the tasks of recruitment, organising, communication and representing the individual and collective interests of members in the workplace, 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 employer.

(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, handling individual matters and workplace disputes, collective bargaining, involvement in the electorate delegates committee and to attend union business in accordance with clause 30 - Leave to Attend Association Business of this Award.

(b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email – including broadcast emails – to all officers, internet, a union noticeboard, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the agency and shall be subject to the employer's Code of Conduct.

(c) Paid access to periods of leave for the purpose of attending union training courses in accordance with clause 31 - Trade Union Training Leave of this Award. Regional representatives will be provided with appropriate travel time.

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

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

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

(6) The employer recognises 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.

29A. - REPRESENTATION RIGHTS

Officer Entitlement to Representation

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

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

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

(4) If:

(a) a representative nominated by an officer, being an organisation within the meaning of the *Industrial Relations Act 1979* (the Act), an employee or officer of such an organisation, a union representative within the meaning of clause 29(2) of this Award, a person registered under section 112A of the Act, an employee or officer of such a person, or a legal practitioner, or

(b) an officer,

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

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

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

30. – LEAVE TO ATTEND ASSOCIATION BUSINESS

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

(a) who is required to attend or give evidence before any Industrial Tribunal;

(b) who as a Union-nominated representative is required to 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;

(c) when prior arrangement has been made between the Union and the employer for the officer to attend official Union meetings preliminary to negotiations and/or Industrial Tribunal proceedings; and

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

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

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

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

(c) for those officers whose attendance is essential.

(3) The employer shall not be liable for any expenses associated with an officer attending to union business.

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

(5) An officer shall not be entitled to paid leave to attend to union business other than as prescribed by this Clause.

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

(a) special arrangements made with the union which provide for unpaid leave for officers to conduct union business;

(b) when an officer is absent from work without the approval of the employer; and

(c) casual officers.

31. – TRADE UNION TRAINING LEAVE

(1) Subject to employer's convenience and the provisions of this clause:

(a) The employer shall grant paid leave of absence to officers who are nominated by the Association to attend short courses relevant to the public sector or the role of union workplace representative, conducted by the Association.

(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 Association.

(2) An officer 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 (3)(a) of this clause, 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 officers shall receive the same entitlement as full time officers, 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 officer 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 officer 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 officer 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 officer has less than twelve months service.

(6) (a) The employer shall not be liable for any expenses associated with an officer'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.

32. – DEFENCE FORCE RESERVES LEAVE

(1) The employer must grant leave of absence for the purpose of Defence service to an officer 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 officer shall provide a certificate of attendance to the employer.

(4) Paid Leave

(a) An officer 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 officers shall receive the same paid leave entitlements as full-time officers but payment shall only be made for those hours that would normally have been worked but for the leave.

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

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

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

(f) An officer is entitled to a further period of leave, not exceeding 16 calendar days, in any period of twelve months commencing on July 1. Pay for this leave shall be at the rate of the difference

between the normal remuneration of the officer and the Defence Force payments to which the officer 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 officer.

(5) Unpaid Leave

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

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

(6) Use of Other Leave

(a) An officer may elect to use 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 officer to use long service leave for the purpose of Defence service.

33. - WITNESS AND JURY SERVICE

Witness

(1) An officer 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 officer is subpoenaed or called as a witness to give evidence in an official capacity that officer shall be granted by the employer leave of absence with pay, but only for such period as is required to enable the officer to carry out duties related to being a witness. If the officer 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 officer 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 officer 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 officer 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 officer is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the officer's civic duty. The officer is not entitled to retain any witness fees but shall pay all fees received into Consolidated Fund.

(5) An officer 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 officer makes an application to clear accrued leave in accordance with Award provisions.

Jury

(6) An officer 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 officer 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 officer to carry out duties as a juror.

(8) An officer 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.

34. - CAMPING ALLOWANCE

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

(a) "Camp of a permanent nature" means single room accommodation in skid mounted or mobile type units, caravans, or barrack type accommodation where the following are provided in the camp:

- Water is freely available;
- Ablutions including a toilet, shower or bath and, laundry facilities;
- Hot water system;
- A kitchen, including a stove and table and chairs, except in the case of a caravan equipped with its cooking and messing facilities;
- An electricity or power supply; and
- Beds and mattresses except in the case of caravans containing sleeping accommodation.

For the purpose of this definition caravans located in caravan parks or other locations where the above are provided shall be deemed a camp of a permanent nature.

(b) "House" means a house; duplex or cottage including transportable type accommodation, which is self-contained and in which the facilities prescribed for "camp of a permanent nature" are provided.

(c) "Other than a permanent camp" means a camp where any of the above is not provided.

(2) An officer, who is stationed in a camp of a permanent nature, shall be paid the appropriate allowance prescribed by Item (1) or Item (2) of Schedule B. - Camping Allowance of this Award for each day spent camping.

(3) An officer who is stationed in a camp - other than a permanent camp - or is required to camp out, shall be paid the appropriate allowance prescribed by Item (3) or Item (4) of Schedule B. - Camping Allowance of this Award for each day spent camping.

(4) Officers who occupy a house shall not be entitled to allowances prescribed by this Clause.

(5) Officers accommodated at a government institution, hostel or similar establishment shall not be entitled to allowances prescribed by this clause.

(6) Where an officer is provided with food and/or meals by the department free of charge, then the officer shall only be entitled to receive half the appropriate allowance to which the officer would otherwise be entitled for each day spent camping.

(7) (a) An officer shall not be entitled to receive an allowance under this Award for periods in excess of 91 consecutive days unless the Employer otherwise determines. Provided that where an officer is reimbursed under the provisions of Clause 43. - Travelling Allowance of this Award, then such periods shall be included for the purposes of determining the 91 consecutive days.

(b) Any determination by an Employer under this subclause will be in accordance with Schedule B. - Camping Allowance of this Award.

(8) When camping, an officer shall be paid the allowance on Saturdays and Sundays if available for work immediately preceding and succeeding such days and no deduction shall be made under these

circumstances when an officer does not spend the whole or part of the weekend in camp, unless the officer is reimbursed under the provisions of Clause 43. - Travelling Allowance of this Award.

(9) This clause shall be read in conjunction with Clauses 40. - Relieving Allowance, 42. - Transfer Allowance and 43. -Travelling Allowance of this Award for the purpose of paying allowances, and camping allowance shall not be paid for any period in respect of which travelling; transfer or relieving allowances are paid. Where portions of a day are spent camping, the following formula shall be used for calculating the portion of the allowance to be paid for that day.

(a) If arrival at camp is:

Before 8:00 am – 100% of the daily rate.
8:00 am or later but before 1:00 pm – 90% of the daily rate.
1:00 pm or later but before 6:00 pm – 75% of the daily rate.
6:00 pm or later – 50% of the daily rate.

(b) If departure from camp or the time of ceasing duty in the field subsequent to breaking camp (whichever is the later) is:

8:00 am or later but before 1:00 pm – 10% of the daily rate.
1:00 pm or later but before 6:00 pm – 25% of the daily rate.
6:00 pm or later but prior to 11:00 pm – 50% of the daily rate.
11:00 pm or later – 100% of the daily rate.

(10) Officers in receipt of an allowance under this clause shall not be entitled to receive the incidental allowance prescribed by Clause 43. - Travelling Allowance of this Award.

(11) Whenever an officer provided with a caravan is obliged to park the caravan in a caravan park he or she shall be reimbursed the rental charges paid to the authority controlling the caravan park, in addition to the payment of camping allowance.

(12) Where an officer, who is not supplied with camping equipment by the department, hires such equipment as is reasonable and necessary, he or she shall be reimbursed such hire charges, in addition to the payment of camping allowances.

35. - DISTRICTALLOWANCE

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

"Dependant" in relation to an officer means:

(a) a spouse; or

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

(c) "Partial dependant" in relation to an officer (for the purpose of district allowance) means:

(i) a spouse; or

(ii) where there is no spouse, a child or any other relative resident within the State who rely on the officer for their main support;

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

"Spouse" means an officer's spouse including defacto partner.

(2) Boundaries

For the purpose of Schedule C. - District Allowance of this Award, the boundaries of the various districts shall be as described hereunder and as delineated on the plan in Schedule C. - District Allowance to this Award.

District:

(a) The area within a line commencing on the coast; thence east along lat 28 to a point north of Tallering Peak, thence due south to Tallering Peak; thence southeast to Mt Gibson and Burracoppin; thence to a point southeast at the junction of lat 32 and long 119; thence south along long 119 to coast.

(b) That area within a line commencing on the south coast at long 119 then east along the coast to long 123; then north along long 123 to a point on lat 30; thence west along lat 30 to the boundary of No 1 District.

(c) The area within a line commencing on the coast at lat 26; thence along lat 26 to long 123; thence south along long 123 to the boundary of No 2 District.

(d) The area within a line commencing on the coast at lat 24; thence east to the South Australian border; thence south to the coast; thence along the coast to long 123 thence north to the intersection of lat 26; thence west along lat 26 to the coast.

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

(f) That area of the State north of a line running east from Carnot Bay to the Northern Territory Border.

(3) (a) An officer shall be paid a district allowance at the standard rate prescribed in Column II of Schedule C. - District Allowance of this Award, for the district in which the officer's headquarters is located. Provided that where the officer's headquarters is situated in a town or place specified in Column III of Schedule C.- District Allowance of this Award, the officer shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of the said schedule.

(b) An officer who has a dependant shall be paid double the district allowance prescribed by paragraph (3)(a) of this clause for the district, town, or place in which the officer's headquarters is located.

(c) Where an officer has a partial dependant the total district allowance payable to the officer shall be the district allowance prescribed by paragraph (3)(a) 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.

(d) When an officer is on approved school vacation leave, the officer shall for the period of such leave, be paid the district allowance to which he or she would ordinarily be entitled.

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

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

(g) Except as provided in paragraph (3)(f) of this clause, a district allowance shall be paid to any officer ordinarily entitled thereto in addition to reimbursement of any travelling, transfer or relieving expenses or camping allowance.

(h) Where an officer whose headquarters is located in a district in respect of which no allowance is prescribed in Schedule C. - 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 officer's entitlement to any such allowance provided by Clause 34. - Camping Allowance, Clause 40. - Relieving Allowance, and Clause 43. -Travelling Allowance of this Award the officer shall be paid for the whole of such a period a district allowance at the appropriate rate prescribed by paragraphs (3)(a), (3)(b) or (3)(c) of this clause, for the district in which the officer spends the greater period of time.

(i) When an officer is provided with free board and lodging by the employer or a public authority the allowance shall be reduced to two-thirds of the allowance the officer would ordinarily be entitled to under this clause.

(4) Part Time Officers

An officer who is employed on a part time basis shall be paid a proportion of the appropriate district allowance payable in accordance with the following formula:

$$\frac{\text{Hours worked per fortnight}}{75} \times \frac{\text{Appropriate District Allowance}}{1}$$

(5) Casual Officers

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

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

(6) Adjustment of Rates

The rates expressed in Schedule C. - 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 12 months at the end of the March quarter by the Australian Bureau of Statistics.

36. - DISTURBANCEALLOWANCE

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

(2) The disturbance allowance shall include:

(a) Costs incurred for telephone installation at the officer's new residence provided that the cost of telephone installation shall be reimbursed only where a telephone was installed at the officer's former residence including employer accommodation.

(b) Costs incurred with the connection or reconnection of services to the officer's household including employer accommodation for water, gas or electricity.

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

37. – MOTOR VEHICLE ALLOWANCE

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

(a) "A year" means 12 months commencing on the 1st day of July and ending on the 30th day of June next following.

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

(c) "South West land division" means the South West land division as defined by to Section 6 Schedule 1 *Land Administration Act 1997* excluding the area contained within the metropolitan area.

(d) "Rest of the State" means that area south of 23.5 degrees south latitude, excluding the metropolitan area and the South West land division.

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

(f) "Qualifying Service" shall include all service in positions where there is a requirement as a term of employment to supply and maintain a motor vehicle for use on official business but shall exclude all absences, which effect entitlements as provided by this award.

(2) Allowance for Officers required to supply and maintain a vehicle as a term of employment:

(a) An officer 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 Schedule D. - Motor Vehicle Allowance for journeys travelled on official business and approved by the Employer.

(b) An officer who is reimbursed under the provisions of paragraph (2)(a) will also be subject to the following conditions: -

(i) For the purposes of subclause (2) an officer shall be reimbursed with the appropriate rates set out in Schedule D. - Motor Vehicle Allowance for the distance travelled from the officer'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 officer 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 officer 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 Schedule D. - Motor Vehicle Allowance

(iii) Where an officer 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 officer provided that where the officer 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 officer is eligible for the payment of an allowance under subparagraph (iii) of this subclause such allowance shall be calculated on the proportion of total hours worked in that year by the officer to the annual standard hours had the officer been employed on a full time basis for the year.

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

(vi) The Employer may elect to waive the requirement that an officer 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 officer concerned.

(3) Allowance for officers relieving officers subject to subclause (2) of this clause

(a) An officer not required to supply and maintain a motor vehicle as a term of employment who is required to relieve an officer 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 Schedule D. - Motor Vehicle Allowance for all journeys travelled on official business and approved by the Employer where the officer is required to use his/her vehicle on official business whilst carrying out the relief duties.

(b) For the purposes of paragraph (3)(a) of this clause an officer shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Schedule D. - Motor Vehicle Allowance for the distance travelled from the officer's residence to place of duty and the return distance travelled from place of duty to residence except on a day where the officer 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 officer 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 Schedule D. - Motor Vehicle Allowance.

(d) For the purpose of this subclause the allowance provided in subparagraphs (2)(b)(iii) and (iv) of this clause shall not apply.

(4) Allowance for other officers using vehicle on official business.

(a) An officer 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 Schedule E. - Motor Vehicle Allowance and Schedule F. - Motor Cycle Allowance.

(b) For the purpose of paragraph (4)(a) of this clause an officer shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the officer's residence and headquarters and the return distance from headquarters to residence.

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

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

In case where officers are required to tow employers' caravans on official business, the additional rate shall be 10.0 cents per kilometre. When employers' trailers are towed on official business the additional rate shall be 4.5 cents per kilometre.

(6) Special Conditions.

Notwithstanding the provisions of Clause 5. - Term of Award of this Award where the cost of vehicles and petrol increase or decrease such that a corresponding increase or decrease in the allowance provided for a vehicle over 1600cc in the metropolitan area would amount to 0.1 of a cent or greater then the parties agree that the allowance shall be increased or decreased accordingly.

38. – PROPERTY ALLOWANCE

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

(a) "Agent" means a person carrying on business as an estate agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.

(b) "Dependant" in relation to an officer means:

(i) spouse including defacto partner;

(ii) child/children; or

(iii) other dependant family;

who resides with the officer and who relies on the officer for support.

(c) "Expenses" in relation to an officer means all costs incurred by the officer in the following areas:

(i) Legal fees paid to a solicitor, or in lieu thereof fees charged by a settlement agent, for professional costs incurred in respect of the sale or purchase, the maximum fee to be claimed shall be as set out in the Solicitors Cost Determination for non contentious business matters made under section 275 of the *Legal Profession Act 2008*.

(ii) Disbursements duly paid to a solicitor or a settlement agent necessarily incurred in respect of the sale or purchase of the residence.

(iii) Real Estate Agent's Commission in accordance with that fixed by the Real Estate and Business Agents Supervisory Board, acting under *Section 61* of the *Real Estate and Business Agents Act 1978*, duly paid to an agent for services rendered in the course of and incidental to the sale of the property, the maximum fee to be claimed shall be fifty percent (50%) as set out under Items 1 or 2 - Sales by Private Treaty or Items 1 or 2 - Sales by Auction of the Maximum Remuneration Notice.

(iv) Stamp Duty.

(v) Fees paid to the Registrar of Titles or to the officer performing duties of a like nature and for the same purpose in another State or Territory of the Commonwealth.

(vi) Expenses relating to the execution or discharge of a first mortgage.

(vii) The amount of expenses reasonably incurred by the officer in advertising the residence for sale.

(d) "Locality" in relation to an officer means:

(i) Within the metropolitan area, that area within a radius of fifty (50) kilometres from the Perth City Railway Station, and

(ii) Outside the metropolitan area, that area within a radius of fifty (50) kilometres from an officer's headquarters when they are situated outside of the metropolitan area.

(e) "Property" shall mean a residence as defined in this clause including a block of land purchased for the purpose of erecting a residence thereon to the extent that it represents a normal urban block of land for the particular locality.

(f) "Residence" includes any accommodation of a kind commonly known as a flat or a home unit that is, or is intended to be, a separate tenement including dwelling house, and the surrounding land, exclusive of any other commercial property, as would represent a normal urban block of land for the particular locality.

(g) "Settlement Agent" means a person carrying on business as settlement agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under the law.

(h) “Transfer” or Transferred” means a permanent transfer or permanently transferred.

(2) When an officer is transferred from one locality to another in the public interest or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the officer has no control, the officer shall be entitled to be paid a property allowance for reimbursement of expenses incurred by the officer -

(a) In the sale of residence in the officer's former locality, which, at the date on which the officer received notice of transfer to a new locality: -

(i) the officer owned and occupied; or

(ii) the officer was purchasing under a contract of sale providing for vacant possession; or

(iii) the officer was constructing for the officer's own permanent occupation, on completion of construction; and

(b) In the purchase of a residence or land for the purpose of erecting a residence thereon for the officer's own permanent occupation in the new locality.

(3) An officer shall be reimbursed such following expenses as are incurred in relation to the sale of a residence:

(a) If the officer engaged an agent to sell the residence on the officer's behalf - 50 percent of the amount of the commission paid to the agent in respect of the sale of the residence;

(b) if a solicitor was engaged to act for the officer in connection with the sale of the residence - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor in respect of the sale of the residence;

(c) if the land on which the residence is created was subject to a first mortgage and that mortgage was discharged on the sale, then an officer shall, if, in a case where a solicitor acted for the mortgagee in respect of the discharge of the mortgage and the officer is required to pay the amount of professional costs and disbursements necessarily incurred by the mortgagee in respect of the discharge of the mortgage - the amount so paid by the officer;

(d) if the officer did not engage an agent to sell the residence on his or her behalf - the amount of the expenses reasonably incurred by the officer in advertising the residence for sale.

(4) An officer shall be reimbursed such following expenses as are incurred in relation to the purchase of a residence:

(a) if a solicitor or settlement agent was engaged to act for the officer in connection with the purchase of the residence - the amount of the professional costs and disbursements necessarily incurred are paid to the solicitor or settlement agent in respect of the purchase of the residence;

(b) if the officer mortgaged the land on which the residence was erected in conjunction with the purchase of the residence, then an officer shall, if, in a case where a solicitor acted for the mortgagee and the officer is required to pay and has paid the amount of the professional costs and disbursements (including valuation fees but not a procuration fee payable in connection with the mortgage) necessarily incurred by the mortgagee in respect of the mortgage - the amount so paid by the officer;

(c) if the officer did not engage a solicitor or settlement agent to act for the officer in connection with the purchase or such a mortgage - the amount of the expenses reasonably incurred by the officer in connection with the purchase or the mortgage, as the case may be, other than a procuration fee paid by the officer in connection with the mortgage.

(5) An officer is not entitled to be paid a property allowance under paragraph (2)(b) of this clause unless the officer is entitled to be paid a property allowance under paragraph (2)(a) of this clause, provided that the Employer may approve the payment of a property allowance under paragraph (2)(b) of this clause to an officer who is not entitled to be paid a property allowance under paragraph (2)(a) of this clause if the Employer is satisfied that it was necessary for the officer to purchase a residence or land for the purpose of erecting a residence thereon in the officer's new locality because of the officer's transfer from the former locality.

(6) For the purpose of this Award it is immaterial that the ownership, sale or purchase is carried out on behalf of an officer who owns solely, jointly or in common with:-

(a) the officer's spouse, or

(b) a dependant relative, or

(c) the officer's spouse and a dependant relative.

(7) Where an officer sells or purchases a residence jointly or in common with another person - not being a person referred to in subclause (6) of this clause the officer shall be paid only the proportion of the expenses for which the officer is responsible.

(8) An application by an officer for a property allowance shall be accompanied by evidence of the payment by the officer of the expenses, being evidence that is satisfactory to the Employer.

(9) Notwithstanding the foregoing provisions, an officer is not entitled to the payment of a property allowance -

(a) In respect of a sale or purchase prescribed in subclause (2) of this clause which is effected -

(i) more than twelve months after the date on which the officer took up duty in the new locality; or

(ii) after the date on which the office received notification of being transferred back to the former locality;

Provided that the Employer may, in exceptional circumstances, grant an extension of time for such period as is deemed reasonable.

(b) Where the officer is transferred from one locality to another solely at the officer's own request or on account of misconduct.

39. – PROTECTIVE CLOTHING ALLOWANCE

An officer engaged on work, which requires the provision of protective clothing, shall be:

(a) Provided with the requisite protective clothing, with the laundering costs for such protective clothing being at the expense of the employer; or

(b) Provided with an annual allowance, as agreed between the Association and the Employer, which shall incorporate the cost of purchase and laundry of the requisite protective clothing.

Provided that nothing contained in this clause shall affect the obligations of the employer to provide clothing pursuant to the Occupational Safety and Health Act, 1984.

40. - RELIEVING ALLOWANCE

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

(1) Where the officer:

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

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

they are entitled to the rates in Column A, Item (1) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award.

(2) Where officers are fully responsible for their own accommodation, meals and incidental expenses and hotel, motel, serviced apartment or short-term rental accommodation is utilised:-

(a) For the first forty-two (42) days after arrival at the new locality, the officer is entitled to the rates in Column A, Items (2) to (6) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award.

(b) For periods in excess of forty-two (42) days after arrival in the new locality, officers with dependants are entitled to the rates in Column B, Items (2) to (6) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award and officers without dependants are entitled to the rates in Column C, Items (2) to (6) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award.

(c) The period of reimbursement under this subclause will not exceed forty-nine (49) days without the approval of the Employer.

(3) Where officers are fully responsible for their own accommodation, meal and incidental expenses and accommodation other than that listed in subclause (2) is utilised, officers are entitled to the rates in Column A, Item (7) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award.

(4) If an officer whose normal duties do not involve camp accommodation is required to relieve or perform special duty resulting in a stay at a camp, the officer will be paid the applicable camping allowance for the duration of the period spent in camp, and in addition, will be paid a lump sum of $233.00 to cover incidental personal expenses: Provided that an officer will receive no more than one lump sum of $233.00 in any one period of three (3) years.

(5) Reimbursement of expenses will not be suspended should an officer become ill whilst on relief duty, provided leave for the period of such illness is approved in accordance with the provisions of this Award and the officer continues to incur accommodation, meal and incidental expenses.

(6) When an officer 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 officer's own motor vehicle, reimbursement for the return journey will be as follows:-

(a) Where the officer will be required to maintain a motor vehicle for the performance of the relieving or special duties, they will be entitled to the appropriate rate prescribed by subclause (2) of Clause 37. - Motor Vehicle Allowance of this Award.

(b) Where the officer will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement will be on the basis of one half (½) of the appropriate rate prescribed by subclause (2) 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.

(7) 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 will be determined by the Employer.

(8) The provisions of Clause 43. - Travelling Allowance of this Award will not operate concurrently with the provisions of this clause to permit an officer to be paid allowances in respect of both travelling and relieving expenses for the same period: Provided that where an officer is required to travel on official business which involves an overnight stay away from the officer's temporary headquarters the Employer may extend the periods specified in subclause (2) of this clause by the time spent in travelling.

(9) An officer who is directed to relieve another officer or to perform special duty away from the officer's usual headquarters and is not required to reside temporarily away from their usual place of residence will, if the officer is not in receipt of a higher duties or special allowance for such work, be reimbursed the amount of additional fares paid by the officer travelling by public transport to and from the place of temporary duty.

41. – REMOVAL ALLOWANCE

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

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

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

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

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

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

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

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

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

(a) Where the employee will be required to maintain a motor vehicle for use on official business at the new headquarters, reimbursement for the distance necessarily travelled shall be on the basis of the appropriate rate prescribed by subclause (2) of Clause 37 - Motor Vehicle Allowance.

(b) Where the employee will not be required to maintain a motor vehicle for use on official business at the new headquarters reimbursement for the distance necessarily travelled shall be on the basis of one half (½) of the appropriate rate prescribed by subclause (3) of clause 37 - Motor Vehicle Allowance.

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

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

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

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

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

(6) Where an employee is transferred to government owned or private rental accommodation, where furniture is provided, and as a consequence the employee is obliged to store furniture, the employee shall be reimbursed the actual cost of such storage up to a maximum allowance of $1,178.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage for the value of the furniture stored. An allowance under this subclause shall not be paid for a period in excess of four years without the approval of the employer.

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

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

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

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

42. - TRANSFER ALLOWANCE

(1) Subject to subclauses (2) and (5) of this clause, an officer 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 officer has no control, will be paid at the rates prescribed in Column A, Item (2), (3) or (4) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award for a period of 14 days after arrival at new headquarters within Western Australia or Column A, Item (5) or (6) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award for a period of 21 days after arrival at a new headquarters in another State of Australia: Provided that if an officer 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 43. - Travelling Allowance of this Award to permit an officer 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 will:

(a) Require the officer to certify that permanent accommodation has not been arranged or is not available from the date of transfer. Where permanent accommodation is immediately available, no allowance is payable; and

(b) Require the officer to advise the Employer that should permanent accommodation be arranged or become available within the prescribed allowance periods, the officer will 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 officer's transfer, the payment of a pro rata amount of the allowance should be made in lieu of the full amount.

(3) If an officer is unable to obtain reasonable accommodation for the transfer of their home within the prescribed period referred to in subclause (1), and the Employer is satisfied that the officer has taken all possible steps to secure reasonable accommodation, the officer will, after the expiration of the prescribed period in subclause (1), be paid the rates in Column B, Items (2), (3), (4), (5) or (6) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award as the case may require, until such time as the officer has secured reasonable accommodation: Provided that the period of reimbursement under this subclause will not exceed 77 days without the approval of the Employer.

(4) An officer who is transferred to employer accommodation will not be entitled to reimbursement under this clause unless their entry into employer accommodation is delayed through circumstances beyond the officer’s control, in which case they will be paid in accordance with the rates prescribed by Column B, Items (2), (3), (4), (5) or (6) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award as the case may require, until such time as the officer has secured reasonable accommodation, provided that:

(a) the period of reimbursement under this subclause will not exceed 77 days without the approval of the Employer; and

(b) if any costs are incurred under subclause (2) of Clause 36. – Disturbance Allowance of this Award, they will be reimbursed by the employer.

(5) 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 officer on transfer, an appropriate rate of reimbursement shall be determined by the Employer.

43. - TRAVELLING ALLOWANCE

An officer who travels on official business approved by the Employer is entitled to reasonable accommodation, meal and incidental expenses on the following basis:

(1) When a trip involves an overnight stay away from headquarters and the officer is supplied with accommodation and meals free of charge, they are entitled to the rate in Column A, Item (1) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award for incidental expenses. Where only some of an officer's meals are supplied, they are entitled to the rate in Column A, Item (1), and the applicable rate in Column A, Item (8) for each meal that is not supplied.

(2) When a trip involves an overnight stay away from headquarters and the officer is fully responsible for their own accommodation, meals and incidental expenses:

(a) where a hotel, motel, serviced apartment or short-term rental accommodation is used, the officer is entitled to the applicable rate in Column A, Items (2) to (6) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award for incidental, meal and accommodation expenses; or

(b) where accommodation other than that listed in clauses 43(2)(a), 34(1)(a), 34(1)(c) is used, the officer is entitled to the rate in Column A, Item (7) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award for incidental and meal expenses.

(3) When a trip involves an overnight stay away from headquarters and the officer is supplied with accommodation only free of charge, they are entitled to the rate prescribed in Column A, Item (7) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award for incidental and meal expenses.

(4) When an officer is required to travel on official business to or from a place outside a radius of fifty (50) kilometres from the officer's headquarters, and the trip does not involve an overnight stay, the officer is entitled to:

(a) the rate in Column A, Item (1) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award for incidental expenses; and

(b) the applicable rate in Column A, Item (8) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award for meal expenses, on a pro rata basis, according to the meals the officer would ordinarily consume during the relevant times they are travelling.

(5) Where an officer departs from headquarters before 8.00 am and does not arrive back at headquarters until after 11.00 pm on the same day, subclause (4) does not apply. Instead, officers are entitled to the applicable rate in Column A, Items (2) to (6) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award.

(6) When it can be shown to the satisfaction of the Employer by the production of receipts that the rates in Schedule H. - Travelling, Transfer and Relieving Allowance of this Award do not cover an officer's reasonable expenses for a whole trip, the officer will be reimbursed the excess expenditure.

(7) In addition to the rates contained in Schedule H. - Travelling, Transfer and Relieving Allowance of this Award, an officer will, on the production of receipts, be reimbursed reasonable incidental expenses, including train, bus and taxi or ride share fares, official telephone calls, laundry and dry cleaning expenses.

(8) Where, due to an officer's lack of proximity to an airport or train station, overnight accommodation is required before commencing official business travel on early morning transport, the officer will be supplied with accommodation at no charge.

(9) The payment of allowances under this clause will not be suspended should an officer become ill while travelling, provided leave for the period of such illness is approved in accordance with Clause 19. - Sick Leave of this Award, and the officer continues to incur accommodation, meal and incidental expenses.

(10) Where an officer is entitled to an allowance under this clause, the officer may request that the allowance be paid:

(a) as a lump sum for the entire period of official travel; and

(b) in advance of the officer travelling.

The Employer must give reasonable consideration to the officer's request and advise the officer of its decision before the official business travel commences.

(11) Where an officer is relieving at or temporarily transferred to a place within a radius of fifty (50) kilometres from their headquarters and they are directed to travel on official business within that area, making them absent from their temporary headquarters over the usual midday meal period (12:00 pm – 2:00 pm), the officer is entitled to the rate prescribed in Column A, Item (9) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award for a midday meal, provided that:

(a) travel is not a normal requirement of the officer's duties and it is not within the suburb in which the officer resides; and

(b) the officer's total reimbursement under this subclause for any one pay period does not exceed the amount prescribed by Item (10) of Schedule H. - Travelling, Transfer and Relieving Allowance of this Award.

(12) The allowances under Schedule H. - Travelling, Transfer and Relieving Allowance of this Award reflect the 'reasonable amounts' specified in Tables 3 and 4 of the Australian Taxation Office Taxation Determination 2025/4 (ATO TD).

(13) The Executive Director, Government Sector Labour Relations of the Department of Local Government, Industry Regulation and Safety will issue an annual circular to update the allowances under Schedule H. - Travelling, Transfer and Relieving Allowance of this Award in accordance with movements in the ATO TD.

(14) If the rates in the ATO TD are reduced in any year, the previous year's rates will continue to apply until higher rates are prescribed in a subsequent ATO TD.

44. – WEEKEND ABSENCE FROM RESIDENCE

(1) An officer who is temporarily absent from his or her normal headquarters on relieving duty or travelling on official business outside a radius of three hundred and twenty (320) kilometres measured from the normal headquarters and is necessarily absent from his or her residence and separated from dependants, shall be granted an additional day's leave for every group of three (3) consecutive weekends so absent, provided that each weekend shall be counted as a member of only one group. Provided that:

(a) the relief duty or travelling on official business is within Australia and the officer is not directed to work on the weekend by the employer;

(b) an additional day's leave shall not be allowed if the employer has approved the officer's dependants accompanying the officer during the period of relief or travelling;

(c) additional leave under this subclause shall be commenced within one (1) month of the period of relief duty or travelling being completed unless the employer approves otherwise;

(d) the annual leave loading provided by Clause 16. - School Vacation Leave of this Award shall not apply to any leave entitlements under this clause.

(2) Officers who are temporarily absent from their normal headquarters on relieving duty or travelling on official business outside a radius of three hundred and twenty (320) and up to four hundred (400) kilometres measured from the normal headquarters, may elect to have the benefit of concessions provided by subclause (3) of this clause in lieu of those provided by subclause (1) of this clause. Kalgoorlie, Albany and Geraldton shall be regarded as being within a radius of four hundred (400) kilometres for the purpose of this subclause in the case of an officer resident in the Metropolitan Area.

(3) Officers who are temporarily absent from their normal headquarters on relieving duty or travelling on official business within a radius of three hundred and twenty (320) kilometres measured from the officer's headquarters, and such relief duty or travel would normally necessitate the officer being absent from his or her residence for a weekend, shall be allowed to return to such residence for the weekend. Provided that:

(a) An officer who is directed to work on a weekend by the employer shall not be entitled to the concessions;

(b) All travelling to and from the officer's residence shall be undertaken outside of the hours of duty prescribed by Clause 13. - Hours of Duty;

(c) An officer who has obtained the approval of the employer for dependants to accompany the officer during the period of relief or travelling shall not be entitled to the concessions provided by this subclause;

(d) When an officer is authorised by the employer to use his or her own motor vehicle to travel to the locality where the relief duty is being performed or when travelling on official business the officer shall be reimbursed on the basis of one half (½) of the appropriate rate prescribed by subclause (3) of Clause 37. - Motor Vehicle Allowance of this Award for the journey to the officer's residence for the weekend and the return to the place of relief duty: Provided that the maximum amount of reimbursement shall not exceed the cost of the rail or bus fare by public conveyance which otherwise would be utilised for such journey and payment shall be made only to the owner of such vehicle;

(e) When an officer has been authorised by the employer to use a government motor vehicle in connection with the relief duty or travelling on official business, the officer shall be allowed to use that vehicle for the purpose of returning to his or her residence for the weekend;

(f) An officer who does not use his or her own vehicle or a government motor vehicle as provided by paragraphs (d) and (e) of this subclause, shall be reimbursed the cost of the fare by public conveyance by road or rail for the journey to and from the officer's residence for the weekend;

(g) An officer who does not make use of the provision of this subclause shall be paid travelling allowance or relieving allowance as the case may require in accordance with the provisions of Clause 40. - Relieving Allowance or Clause 43. - Travelling Allowance of this Award;

(h) Officers who return to their residence for the weekend in accordance with the provisions of this subclause shall not be entitled to the reimbursement of any expenses allowed by Clause 40. - Relieving Allowance and Clause 43. - Travelling Allowance of this Award during the period from the time when the officer returns to his or her residence to the time of departing from such residence to travel to resume duty at the place away from the residence.

45. – PRESERVATION OF RIGHTS

As a result of amendments to this Award of January 1, 1991 nothing herein contained shall in itself operate so as to detrimentally alter the conditions of employment or salary that is the minimum prescribed in this Award or any benefit superior to any contained herein.

46. – KEEPING OF AND ACCESS TO EMPLOYMENT RECORDS

(1) Employers must ensure that the keeping of employment records and access to employment records of officers 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 file on an employee subject to the employer's convenience, the employee shall be entitled to examine all material maintained on that file.

47. – NOTIFICATION OF CHANGE

(1) (a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on officers, the employer shall notify the officers who may be affected by the proposed changes and the Association.

(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 officers 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 officers affected and the Association, inter alia, the introduction of the changes referred to in subclause (1) of this clause, the effects the changes are likely to have on officers, measures to avert or mitigate the adverse effects of such changes on officers and shall give prompt consideration to matters raised by the officers and/or the Association 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 Association is represented on the body formulating recommendations for change to be considered by the employer.

(c) For the purposes of such discussion an employer shall provide to the officers concerned and the Association all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on officers and any other matters likely to affect officers. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

48. – RIGHT OF ENTRY AND INSPECTION BY AUTHORISED REPRESENTATIVES

(1) The parties to the award 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 officers covered by this Award work during working hours, including meal breaks, for the purpose of holding discussions at the premises with relevant officers covered by the Award who wish to participate in those discussions, the legitimate business of the Association or for the purpose of investigating complaints concerning the application of this Award, but shall in no way unduly interfere with the work of officers.

49. - COPIES OF AWARD

Every officer covered by this Award shall be entitled to have access to a copy of this Award. Sufficient copies shall be available for this purpose.

50. – 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.

51. – 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 Department.

52. – SALARY PACKAGING ARRANGEMENT

(1) An officer 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 officer, 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 officer enters into a salary packaging arrangement the officer 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 the 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 2000* (WA) 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 officer is or may become liable for and are related to the salary packaging arrangement, shall be borne in full by the officer.

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

53. – SUPPORTED WAGE

(1) Workers Eligible for a Supported Wage

This clause defines the conditions that will apply to officers who, because of the effects of a disability, are eligible for a supported wage under the terms of this clause. In the context of this clause, the following definitions will apply:

"Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "(Supported Wage System: Guidelines and Assessment Process)";

"Accredited Assessor ", means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessment of an individual's productive capacity within the Supported Wage System;

"Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme; and

"Assessment Instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(2) Eligibility Criteria

Officers covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the officer is engaged under the Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension. (This clause does not apply to any existing officer who has a claim against the employer, which is subject to the provisions of workers' compensation legislation, or any provision of the Award relating to the rehabilitation of officers who are injured in the course of their current employment).

This clause also does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s10 or s12A of the Act, or if a part only has received recognition, that part.

(3) Supported Wage Rates

Officers to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by the Award for the class of work, which the person is performing according to the following schedule:

Assessed Capacity (clause 58.5)	% of Prescribed Award Rate
10%*	10%*
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than $109 per week).

*Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

(4) Assessment of Capacity

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

(a) the employer and the union, in consultation with the officer, or if desired by any of these; or

(b) the employer and an accredited Assessor from a panel agreed by the parties to the Award and the officer.

(5) Lodgement of Assessment Instruments

(a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award wage rate to be paid to the officer, shall be lodged by the employer with the Registrar of the Commission.

(b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

(6) Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(7) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Officers covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other officers covered by the Award paid on a pro rata basis.

(8) Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the officer's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other officers in the area.

(9) Trial Period

In order for an adequate assessment of the officer's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

The minimum amount payable to the officer during the trial period shall be no less than $109 per week.

Work trials should include induction or training as appropriate to the job being trialled.

Where the employer and officer wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause 4 of this clause.

54. – TRAINEESHIPS

(1) Definitions

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

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

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

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

(2) Traineeships

(a) Trainees are to be additional to the normal workforce of the employers so that trainees shall not replace paid workers or volunteers or reduce the hours worked by existing officers.

(b) Training Conditions:

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

(c) Employment Conditions:

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

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

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

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

(v) overtime and shift work shall not be worked by trainees except to enable the requirements of the training to be effected. When overtime and shift work are worked the relevant allowances and penalties of the Award, based on the training wage stated in sub clause 1.4 will apply. No trainee shall work overtime or shift work unsupervised.

(d) Wages:

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

55. – PURCHASED LEAVE – DEFERRED SALARY ARRANGEMENT

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

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

(3) On completion of the fourth year, an officer 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 officer 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 officer may withdraw from this arrangement prior to completing a four-year period by written notice. The officer 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 officer by the relevant Authority. The employer will put any necessary arrangements into place.

Variation of the Arrangements

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

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

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

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

56. – DISPUTE SETTLEMENT PROCEDURE

(1) Any questions, difficulties or disputes arising under this Award of officers bound by the award shall be dealt with in accordance with this clause.

(2) The officer/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 officer/s or Association representative to the employer or his/her nominee.

(5) Where the dispute cannot be resolved within five (5) working days of the Association 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 the officer may be accompanied by an Association representative.

57. – EXPIRED GENERAL AGREEMENT SALARIES

(1) No-Disadvantage Test

All salary based allowances specified within this Award will be calculated on the applicable salary rate as specified at Schedule I of this Award or the applicable Award salary rate as specified at Clause 10 (2), whichever is the higher**.**

(a) Expired General Agreement salary rates as amended from time to time are incorporated in the Award at Schedule I. 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 the Award at Clause 10 (2) are higher than those expressed at Schedule I, 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 applicable salary rate as specified at Schedule I of this Award or the applicable Award salary rate as specified at Clause 10 (2), whichever is the higher **.**

SCHEDULE A - NAMED UNION PARTY AND NAMED EMPLOYER PARTY

The Civil Service Association of Western Australia Incorporated.

The Director General Department of Education (Western Australia)

SCHEDULE B - CAMPING ALLOWANCE

South of 26° South Latitude

ITEM			RATE PER DAY
1	Permanent Camp	Cook provided by the Department	40.60
2	Permanent Camp	No cook provided by the Department	54.10
3	Other Camping	Cook provided by the Department	67.65
4	Other Camping	No cook provided	81.15

North of 26° South Latitude

ITEM			RATE PER DAY
1	Permanent Camp	Cook provided by the Department	58.55
2	Permanent Camp	No cook provided by the Department	72.10
3	Other Camping	Cook provided by the Department	85.60
4	Other Camping	No cook provided	99.15

SCHEDULE C - DISTRICT ALLOWANCE

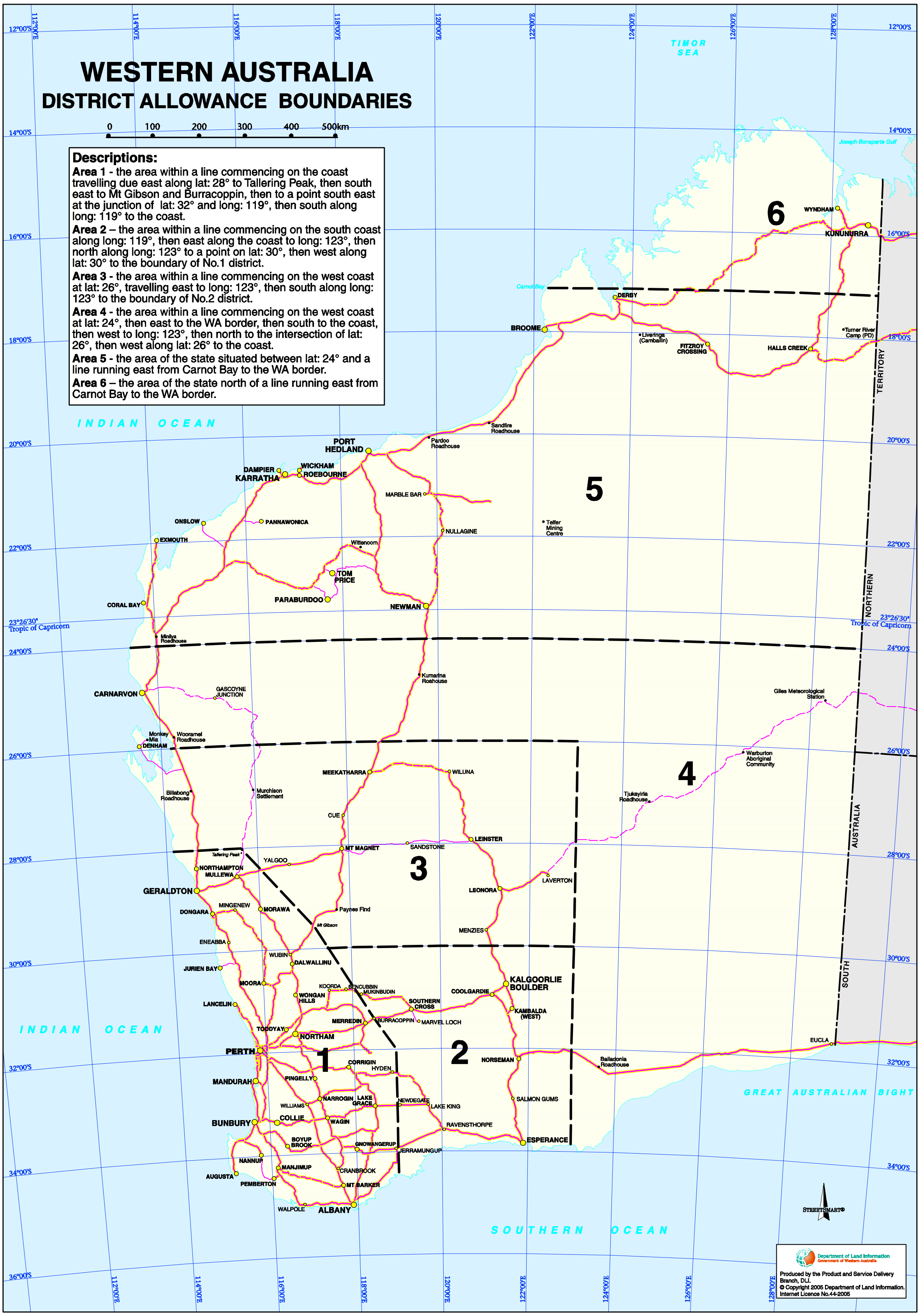
(a) Officers Without Dependants (subclause 35(3)(a)):

COLUMN I DISTRICT NO	COLUMN II STANDARD RATE $ p.a.	COLUMN III EXCEPTIONS TO STANDARD RATE TOWN OR PLACE	COLUMN IV RATE $ p.a.
6	4,437	Nil	Nil
5	3,469	Fitzroy Crossing Halls Creek Turner River Camp Nullagine	4,888
		Liveringa (Camballin) Marble Bar Wittenoom	4,544
		Karratha	4,273
		Port Hedland	3,976
4	1,829	Warburton Mission Carnarvon	4,912 1,723
3	1,152	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	1,829
2	827	Kalgoorlie Boulder	275
		Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance	1,091
1	Nil	Nil	Nil

(b) Officers with dependants (subclause 35(3)(b)):

Double the appropriate rates prescribed in (a) above for officers without dependants.

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


WESTERN AUSTRALIA
DISTRICT ALLOWANCE BOUNDARIES
0 100 200 300 400 500km
Descriptions:
Area 1 - the area within a line commencing on the coast travelling due east along lat: 28° to Tallering Peak, then south east to Mt Gibson and Burracoppin, then to a point south east at the junction of lat: 32° and long: 119°, then south along long: 119° to the coast.
Area 2 – the area within a line commencing on the south coast along long: 119°, then east along the coast to long: 123°, then north along long: 123° to a point on lat: 30°, then west along lat: 30° to the boundary of No.1 district.
Area 3 - the area within a line commencing on the west coast at lat: 26°, travelling east to long: 123°, then south along long: 123° to the boundary of No.2 district.
Area 4 - the area within a line commencing on the west coast at lat: 24°, then east to the WA border, then south to the coast, then west to long: 123°, then north to the intersection of lat: 26°, then west along lat: 26° to the coast.
Area 5 - the area of the state situated between lat: 24° and a line running east from Carnot Bay to the WA border.
Area 6 – the area of the state north of a line running east from Carnot Bay to the WA border.
1
2
3
4
5
6
INDIAN OCEAN
INDIAN OCEAN
TIMOR SEA
SOUTHERN OCEAN
GREAT AUSTRALIAN BIGHT
NORTHERN TERRITORY
SOUTH AUSTRALIA
Tropic of Capricorn
WYNDHAM
KUNUNURRA
DERBY
BROOME
FITZROY CROSSING
HALLS CREEK
PORT HEDLAND
DAMPIER
KARRATHA
WICKHAM
ROEBOURNE
MARBLE BAR
NULLAGINE
ONSLOW
PANNAWONICA
EXMOUTH
TOM PRICE
PARABURDOO
NEWMAN
CORAL BAY
CARNARVON
GASCOYNE JUNCTION
DENHAM
MEEKATHARRA
WILUNA
CUE
MT MAGNET
SANDSTONE
LEINSTER
YALGOO
NORTHAMPTON
MULLEWA
GERALDTON
DONGARA
MINGENEW
MORAWA
LEONORA
LAVERTON
MENZIES
ENEABBA
JURIEN BAY
WUBIN
DALWALLINU
MOORA
KALGOORLIE BOULDER
COOLGARDIE
KAMBALDA (WEST)
LANCELIN
WONGAN HILLS
SOUTHERN CROSS
MERREDIN
TOODYAY
NORTHAM
PERTH
CORRIGIN
HYDEN
NORSEMAN
MANDURAH
PINGELLY
NARROGIN
LAKE GRACE
NEWDEGATE
LAKE KING
SALMON GUMS
BUNBURY
COLLIE
WAGIN
RAVENSTHORPE
ESPERANCE
BOYUP BROOK
GNOWANGERUP
JERRAMUNGUP
NANNUP
MANJIMUP
CRANBROOK
AUGUSTA
PEMBERTON
MT BARKER
WALPOLE
ALBANY
EUCLA
Balladonia Roadhouse
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SCHEDULE D - MOTOR VEHICLE ALLOWANCE

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

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 23.5º 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

SCHEDULE E - MOTOR VEHICLE ALLOWANCE

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

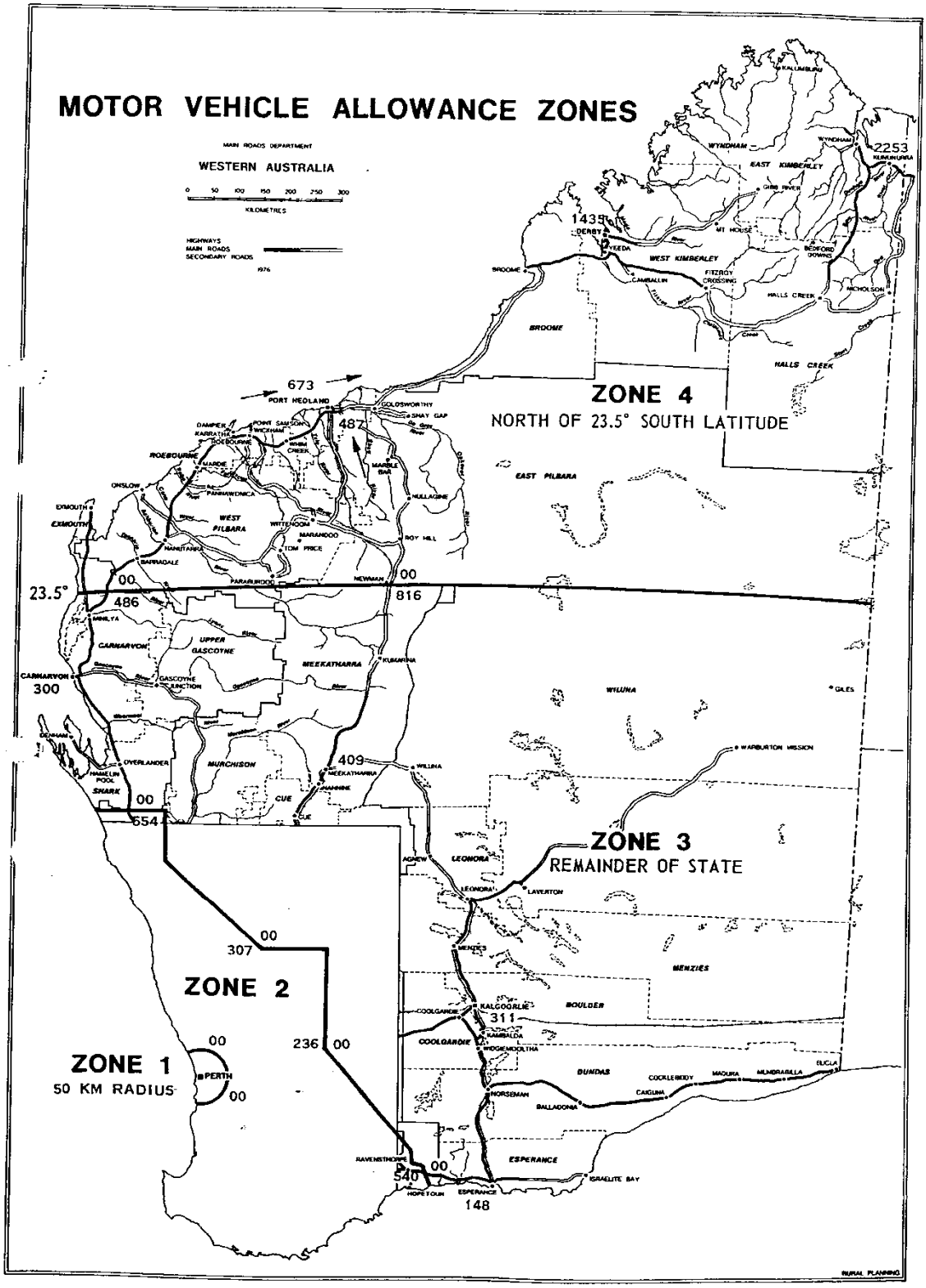
Area Details	Rate (cents) per kilometre Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0
North of 23.5º South Latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6

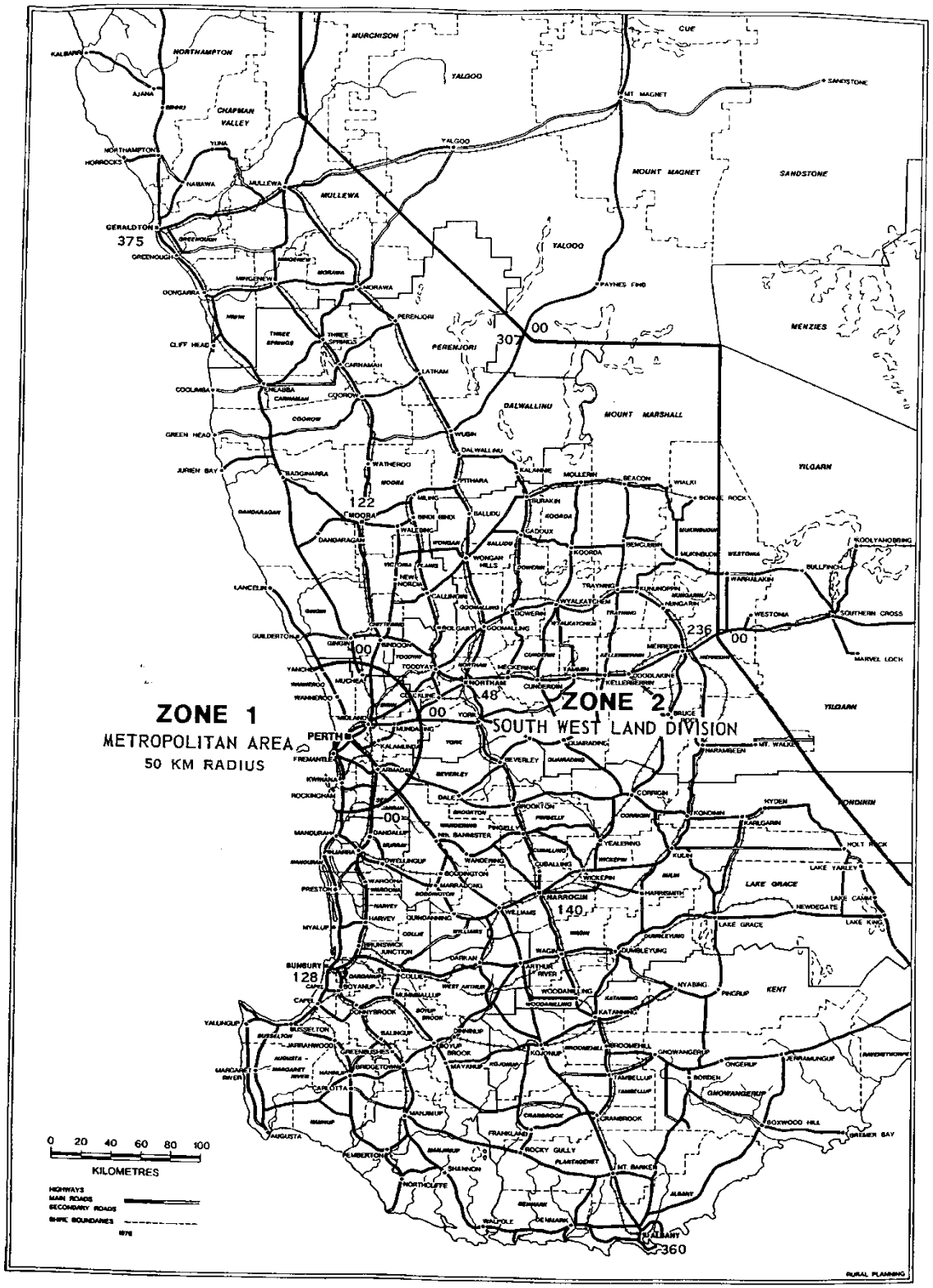
SCHEDULE F - MOTOR CYCLE ALLOWANCE

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

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

MAPS


MOTOR VEHICLE ALLOWANCE ZONES
MAIN ROADS DEPARTMENT
WESTERN AUSTRALIA
KILOMETRES
HIGHWAYS
MAIN ROADS
SECONDARY ROADS
1976
ZONE 4
NORTH OF 23.5° SOUTH LATITUDE
ZONE 3
REMAINDER OF STATE
ZONE 2
ZONE 1
50 KM RADIUS
23.5°
PORT HEDLAND
DERBY
YEEDA
BROOME
HALLS CREEK
EAST KIMBERLEY
WEST KIMBERLEY
WYNDHAM
KUNUNURRA
EAST PILBARA
WEST PILBARA
ROEBOURNE
EXMOUTH
CARNARVON
UPPER GASCOYNE
MEEKATHARRA
MURCHISON
CUE
SHARK
WILUNA
LEONORA
MENZIES
BOULDER
COOLGARDIE
DUNDAS
ESPERANCE
PERTH
KALGOORLIE
NORSEMAN
RAVENSTHORPE
HOPETOUN
ISRAELITE BAY
2253
1435
673
487
00
486
816
300
409
654
307
311
236
540
148
RURAL PLANNING


ZONE 1
METROPOLITAN AREA
50 KM RADIUS
ZONE 2
SOUTH WEST LAND DIVISION
375
307
122
48
236
140
128
360
0 20 40 60 80 100
KILOMETRES
HIGHWAYS
MAIN ROADS
SECONDARY ROADS
SHIRE BOUNDARIES
RURAL PLANNING

SCHEDULE G - OVERTIME ALLOWANCE

PART I – OUT OF HOURS CONTACT

(Operative on and from first pay period after date of hearing)

Standby	$11.54 per hour
On Call	$5.77 per hour
Availability	$2.88 per hour

Subclause 57(2) of this Award defines annual salary for calculation purposes.

PART II – MEALS

(Operative from the first pay period commencing on or from date of hearing)

Breakfast	$12.05 per meal
Lunch	$14.85 per meal
Evening Meal	$17.80 per meal
Supper	$12.05 per meal

SCHEDULE H – TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

ITEM	PARTICULARS	COLUMN A DAILY RATE	COLUMN B DAILY RATE OFFICERS WITH DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 40(2)(b)) & TRANSFER ALLOWANCE FOR PERIOD IN EXCESS OF PRESCRIBED PERIOD (CLAUSE 42(3))	COLUMN C DAILY RATE OFFICERS WITHOUT DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 40(2)(b))
ALLOWANCE TO MEET INCIDENTAL EXPENSES ONLY (CLAUSES 43(1) AND 43(4))				
(1)	Incidental Allowance	$35.05		
ACCOMMODATION INVOLVING AN OVERNIGHT STAY WHERE FOOD AND ACCOMMODATION IS NOT PROVIDED (CLAUSES 43(2)(a) AND 43(5))				
(2)	WA – Metropolitan Hotel or Motel	$485.20	$242.60	$161.70
(3)	Locality South of 26° South Latitude	$427.20	$213.60	$142.40
	Northam	$440.20	$220.10	$146.70
(4)	Locality North of 26° South Latitude	$427.20	$213.60	$142.40
	Broome	$475.20	$237.60	$158.40
	Exmouth	$455.20	$227.60	$151.70
	Karratha	$508.20	$254.10	$169.40
	Kununurra	$442.20	$221.10	$147.40
	Newman	$491.20	$245.60	$163.70
	Wickham	$508.70	$254.35	$169.55
(5)	Interstate – Capital City			
	Sydney	$517.20	$258.60	$172.40
	Melbourne	$485.20	$242.60	$161.70
	Adelaide	$431.20	$215.60	$143.70
	Brisbane	$477.20	$238.60	$159.05
	Canberra	$466.20	$233.10	$155.40

	Darwin	$513.20	$256.60	$171.05
	Hobart	$455.20	$227.60	$151.70
(6)	Interstate – Other than Capital City	$427.20	$213.60	$142.40

ALLOWANCE TO MEET INCIDENTAL AND MEAL EXPENSES (CLAUSES 43(2)(b) AND 43(3))

(7)	Incidental and Meal Allowance	$220.20

ALLOWANCE TO MEET MEAL EXPENSES ONLY (CLAUSE 43(4))

(8)	Meal Allowance:	
	Breakfast	$42.15
	Lunch	$59.60
	Dinner	$83.40

MIDDAY MEAL (CLAUSE 43(11))

(9)	Rate per meal	$23.20
(10)	Maximum rate per pay period	$116

SCHEDULE I - EXPIRED GENERAL AGREEMENT SALARIES

Classification Level	**Annual Salary on and from 13 June 2021 (Not to be subjected to arbitrated safety net adjustments)**
Level 1 (Junior)	
Under 17 years	$27,264
17 years	$31,587
18 years	$35,908
19 years	$40,233
20 years	$44,556
Officer Level 1	
Year 1	$50,639
Year 2	$53,258
Year 3	$56,017
Year 4	$58,514
Officer Level 2	
Year 1	$60,189
Year 2	$61,693
Year 3	$63,277
Year 4	$64,931
Officer Level 3	
Year 1	$68,326
Year 2	$70,084
Year 3	$71,895
Year 4	$73,754
Officer Level 4	
Year 1	$76,305
Year 2	$78,303
Year 3	$80,358
Officer Level 5	
Year 1	$84,324
Year 2	$86,997
Year 3	$89,778
Year 4	$92,666

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

SUPERCEDED

EDUCATION DEPARTMENT MINISTERIAL OFFICERS SALARIES ALLOWANCES AND CONDITIONS AWARD 1983

NO. 5 OF 1983

Delivered 22/7/83 at 63 WAIG 1802

Consolidated at 66 WAIG 49

Variation & Consolidation P27 /2004 , 85 WAIG 299

(See Current Variation Record Below)

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
	Consolidation	PSA 677/85	04/11/85	66 WAIG 49
(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 - 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
1B. Minimum Adult Award Wage				
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	Cl.	P 23/98	07/08/98	78 WAIG 3517
	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 & 2161
	(9)	1197/03	1/11/03	83 WAIG 3537
	Cl	570/04	4/06/04	84 WAIG 1521
2. Arrangement				
	Cl.	PSA 2065/87	29/10/87	67 WAIG 2046
	Cl.	PSA 2381/87	30/10/87	68 WAIG 1216
	Cl.	P 10/88	20/06/88	68 WAIG 1760
	Part C.	P 21/88	28/09/88	68 WAIG 2729
	Cl.	P44/90	05/08/91	71 WAIG 3183
	Ins. 17, 18, 19	Corr. P24/91	20/11/91	72 WAIG 1194
	Ins. 1A	1752/91	31/01/92	72 WAIG 191
	Cl.	P23/93	24/06/93	73 WAIG 1934
	1A. Title	1457/93	24/12/93	74 WAIG 198
	1A. Title	985/94	30/12/94	75 WAIG 23
	Ins. 4A	P3/95	09/01/95	75 WAIG 702
	1A	940/97	14/11/97	77 WAIG 3177
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	9 Title	2053(2)/97	22/11/97	77 WAIG 3171
	1A	757/98	12/06/98	78 WAIG 2579
	Ins. 20.	P43/98	04/02/99	79 WAIG 820
	Del 1A	609/99	06/07/99	79 WAIG 1847
3. Scope				
	Consolidation	PSA 677/85	04/11/85	66 WAIG 49
	Cl.	P44/90	05/08/91	71 WAIG 3183
(PART A – OFFICERS – OTHER THAN SCHOOL ASSISTANTS)				
	Heading deleted	P44/90	05/08/91	71 WAIG 3183

Editors Note: This part replaced and superseded by Award PSA A3/89
Refer 70 WAIG 709 delivered 24/11/89.

(4. Salaries)

(1)	PSA 2065/87	29/10/87	67 WAIG 2046
Del. Cl.	PSA 2381/87	30/10/87	68 WAIG 1216
(5. Salary Increments)			
Del. Cl.	PSA 2381/87	30/10/87	68 WAIG 1216
(6. Allowances)			
Renum as Cl.4	PSA 2381/87	30/10/87	68 WAIG 1216
(4. Allowances)			
(1)	PSA 2381/87	30/10/87	68 WAIG 1216
Cl. deleted	P44/90	05/08/91	71 WAIG 3183
(7. Leave of Absence)			
Renum as Cl.5	PSA 2381/87	30/10/87	68 WAIG 1216
(5. Leave of Absence)			
Cl. deleted	P44/90	05/08/91	71 WAIG 3183
(8. Hours of Duty)			
Renum as Cl.6	PSA 2381/87	30/10/87	68 WAIG 1216
(6. Hours of Duty)			
(1)	PSA 2381/87	30/10/87	68 WAIG 1216
Cl. deleted	P44/90	05/08/91	71 WAIG 3183
(PART B – SCHOOL ASSISTANTS)			
Heading deleted	P44/90	05/08/91	71 WAIG 3183
(9. Salaries)			
(2) (a)	PSA 2065/87	29/10/87	67 WAIG 2046
Renum as Cl.7	PSA 2381/87	30/10/87	68 WAIG 1216
(7. Salaries)			
(2) (a); Ins.(6)	P 21/88	28/09/88	68 WAIG 2729
(2) (a)(i)-(iv); (6)	P 23/89®	14/09/89	69 WAIG 3282
(2) (a)	P 4/90(R2)	02/04/90	70 WAIG 2206
Re-numbered as Cl.4	P44/90	05/08/91	71 WAIG 3183
4. Salaries			
(2) (a) & (b)	P44/90	05/08/91	71 WAIG 3183
Del. (2)(a); ins (b)	P24/91	20/11/91	72 WAIG 1194
(2) (a)&(b)	Corr. P24/91	20/11/91	72 WAIG 1194
(2) (a)	P3/95	17/02/95	75 WAIG 702
(2)	P 40/95	10/07/95	75 WAIG 2391
(1)&(2)	P 9/96	12/07/96	76 WAIG 2758
Rates	940/97	14/11/97	77 WAIG 3177
(2) Rates.	609/99	01/08/99	79 WAIG 1847
(2)(a)(v)	P30/02	21/08/02	82 WAIG 2446
Cl.	569/03	5/06/03	83 WAIG 1899 & 2161
Cl	570/04	4/06/04	84 WAIG 1521 & 1704

(Edit Note) Rates adjusted for G.O. 940/97 according to formulae used by parties for previous adjustments, see folio 215 Admin File 1059/79 Pt 3 (DJH)

(2)	P 23/98	07/08/98	78 WAIG 3517
Cl	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
(2)(a)	797/02	01/08/02	82 WAIG 1369
4A. Arbitrated Safety Net Adjustment			
Ins. Cl.	P3/95	09/01/95	75 WAIG 702
Cl.	P 40/95	10/07/95	75 WAIG 2391
Cl	P 9/96	12/07/96	76 WAIG 2758
Ins Text	940/97	14/11/97	77 WAIG 3177
Cl.	P 23/98	07/08/98	78 WAIG 3517
Ins. 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
(10. Salary Increments)			
Renum as Cl.8	PSA 2381/87	30/10/87	68 WAIG 1216
(8. Salary Increments)			
Re-numbered as Cl. 5	P44/90	05/08/91	71 WAIG 3183

5. Salary Increments

(11. Allowances)			
Renum as Cl.9	PSA 2381/87	30/10/87	68 WAIG 1216
(9. Allowances)			
(1)	PSA 2381/87	30/10/87	68 WAIG 1216
Re-numbered as Cl. 6	P44/90	05/08/91	71 WAIG 3183

6. Allowances

(12. Leave of Absence)			
Renum as Cl.10	PSA 2381/87	30/10/87	68 WAIG 1216
(10. Leave of Absence)			
Re-numbered as Cl. 7	P44/90	05/08/91	71 WAIG 3183

7. Leave of Absence

(13. Hours of Duty)			
Renum as Cl.11	PSA 2381/87	30/10/87	68 WAIG 1216
(11. Hours of Duty)			
Re-numbered as Cl. 8	P44/90	05/08/91	71 WAIG 3183

8. Hours of Duty

(12. Deduction of Association Subscriptions)			
Ins. Cl.	P 10/88	20/06/88	68 WAIG 1760
Re-numbered as Cl. 9	P44/90	05/08/91	71 WAIG 3183
(9. Deduction of Association Subscriptions)			
Cl & Title	2053(2)/97	22/11/97	77 WAIG 3138

9. Deleted

(PART C - GENERAL)			
Heading deleted	P44/90	05/08/91	71 WAIG 3183
(14. Contract of Service)			
Renum as Cl.12	PSA 2381/87	30/10/87	68 WAIG 1216
(12. Contract of Service)			
Wording (2) (ii)	PSA 2381/87	30/10/87	68 WAIG 1216
Renum as Cl.13	P 10/88	20/06/88	68 WAIG 1760
(13. Contract of Service)			
Re-numbered as Cl. 10	P44/90	05/08/91	71 WAIG 3183

10. Contract of Service

(15. Copies of Award)			
Renum as Cl.13	PSA 2381/87	30/10/87	68 WAIG 1216
(13. Copies of Award)			
Re-numbered as Cl. 11	P44/90	05/08/91	71 WAIG 3183
Cor. Order	P44/90	05/08/91	72 WAIG 1194

11. Copies of Award

(16. Term of Award)			
Renum as Cl.17	PSA 2065/87	29/10/87	67 WAIG 2046
(16. Payment of Salaries)			
Ins.Cl.	PSA 2065/87	29/10/87	67 WAIG 2046
Renum as Cl.14	PSA 2381/87	30/10/87	68 WAIG 1216
(14. Payment of Salaries)			
Renum as Cl.15	P 21/88	28/09/88	68 WAIG 2729
(15. Payment of Salaries)			
Re-numbered as Cl. 12	P44/90	05/08/91	71 WAIG 3183

12. Payment of Salaries

(17. Term of Award)			
Renum as Cl.15	PSA 2381/87	30/10/87	68 WAIG 1216

(15. Term of Award)			
Renum as Cl.16	P 21/88	28/09/88	68 WAIG 2729
(16. Term of Award)			
Re-numbered as Cl. 13	P44/90	05/08/91	71 WAIG 3183
13. Term of Award			
14. Skills Acquisition			
Ins. Cl.	P44/90	05/08/91	71 WAIG 3183
15. Transition Arrangements			
Ins. Cl.	P44/90	05/08/91	71 WAIG 3183
16. Preservation of Rights			
Ins. Cl.	P44/90	05/08/91	71 WAIG 3183
17. Wage Fixing Principles			
Ins. Cl.	Corr. P24/91	20/11/91	72 WAIG 1194
18. Establishment of Consultative Mechanisms			
Ins. Cl.	Corr. P24/91	20/11/91	72 WAIG 1194
19. Award Modernisation			
Ins. Cl.	Corr. P24/91	20/11/91	72 WAIG 1194
20. Salary Packaging			
Ins. Cl.	P43/98	04/02/99	79 WAIG 820
Schedule A - Named Union Party			
Ins. Sch.	P23/93	24/06/93	73 WAIG 1934

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

Department of Education (School Support Officers) Award
NO. 5 OF 1983
Delivered 22/7/83 at 63 WAIG 1802
Consolidated at 66 WAIG 49
Delivered 23/12/04 Variation & Consolidation P27 /2004, 85 WAIG 299
(See superseded Variation Record Above)

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
	Consolidation	P 27/04	23/12/04	85 WAIG 299
	Cl	P 4/22	28/03/23	103 WAIG 294
1B. Minimum Adult Award Wage				
	Consolidation	P 27/04	23/12/04	85 WAIG 299
	Cl.	576/05	07/07/05	85 WAIG 2083, 2359
	Cl.	957/05	07/07/06	86 WAIG 1631, 1889
	Cl.	1/07	01/07/07	87 WAIG 1487 & 1771
	Cl	115/07	01/07/08	88 WAIG 773 & 1039
	Cl	1/09	01/10/09	89 WAIG 735 & 1453
	Cl	2/10	01/07/10	90 WAIG 568 & 944
	Cl	2/11	01/07/11	91 WAIG 1008 & 1335
	Cl	2/12	01/07/12	92 WAIG 1157
	Cl.	1/13	01/07/13	93 WAIG 829
	Cl.	1/14	01/07/14	94 WAIG 1050
	Cl.	1/15	01/07/15	95 WAIG 1037
	Cl.	1/16	01/07/16	96 WAIG 888
	Cl.	1/17	01/07/17	97 WAIG 952
	Cl.	1/18	01/07/18	98 WAIG 263 & 662
	Cl.	1/19	01/07/19	99 WAIG 509 & 975
	Cl.	1/20	01/01/21	100 WAIG 761
	Cl.	1/21	01/07/21	101 WAIG 766
2. Arrangement				
	Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
	Ins. 7B	P 45/05	09/03/06	86 WAIG 471
	23, 50-56	P 37/08	08/12/08	88 WAIG 2262
	Cl	P 2/2019	01/01/21	101 WAIG 10
3. Scope				
	Consolidation	P 27/04	23/12/04	85 WAIG 299
	Cl	P 4/22	28/03/23	103 WAIG 294
4. Definitions				
	Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
	Cl.	P 31/06	21/09/06	86 WAIG 2999
	Cl	P 5/11	28/06/11	91 WAIG 1050
	Corr. Ord. (Date of Operation)	P 5/11	27/06/11	91 WAIG 1054
5. Term of Award				
	Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
6. Certificate of Service				
	Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
7. Contract of Service				
	Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
7B. Transitional Arrangements – 2005 Workload Recognition				
	Ins. New Cl.	P 45/05	09/03/06	86 WAIG 471

8. Part-Time Employment

Cl & Consolidation	P 27/04	23/12/04	85 WAIG 3702
(1), (3), (4)(a)	P 45/05	09/03/06	86 WAIG 471

9. Casual Employment

Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
(1)	P45/05	09/03/06	86 WAIG 471
Cl.	P 31/06	21/09/06	86 WAIG 2999

10. Salaries

Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
Correction Order	P 27/04	23/12/04(	85 WAIG 2050
Cl.	576/05	07/07/05	85 WAIG 2083, 2359
(2) - (3), (5)	P 45/05	09/03/06	86 WAIG 471
Cl..	957/05	07/07/06	86 WAIG 1631, 1889
(2) & (4)	P 31/06	21/09/06	86 WAIG 2999
Cl.	1/07	01/07/07	87 WAIG 1487 & 1771
Cl.	115/07	01/07/08	88 WAIG 773 & 1039
Cl.	1/09	01/10/09	89 WAIG 735 & 1453
Cl.	2/10	01/07/10	90 WAIG 568 & 944
Cl.	2/11	01/07/11	91 WAIG 1008 & 1335
Cl.	2/12	01/07/12	92 WAIG 1157
Cl.	1/13	01/07/13	93 WAIG 829
Cl.	1/14	01/07/14	94 WAIG 1050
Cl.	1/15	01/07/15	95 WAIG 1037
Cl.	1/16	01/07/16	96 WAIG 888
Cl.	1/17	01/07/17	97 WAIG 952
Cl.	1/18	01/07/18	98 WAIG 263 & 662
Cl	1/19	01/07/19	99 WAIG 509 & 975
Cl.	1/20	01/01/21	100 WAIG 761
Cl.	1/21	01/07/21	101 WAIG 766

Editors Note: absence of a formula G.O to be applied to junior rates the junior base rates are ÷21 year old base rate, this % is then used against the new Level 1 yr 1 asna to get new junior asna. This is then + base rate to get the total.

11. Annual Increments

Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
Cl	P 5/11	28/06/11	91 WAIG 1050
Corr.Ord. (Date of Operation)	P 5/11	27/06/11	91 WAIG 1054

12. Skills Acquistion

Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299

13. Hours of Duty

Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
Cl.	P 45/05	09/03/06	86 WAIG 471

14. Higher Duties Allowance

Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299

15. Overtime Allowance

Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
(1), (3), (5)	P 45/05	09/03/06	86 WAIG 471

16. School Vacation Leave

Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
Cl.	P 45/05	09/03/06	86 WAIG 471
(2) (a)	P 5/11	28/06/11	91 WAIG 1050
Corr.Ord. (Date of Operation)	P 5/11	27/06/11	91 WAIG 1054

17. Public Holidays

Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
(1)(a)	P 21/19	26/08/20	100 WAIG 1367

18. Long Service Leave			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
(1) & new 13) & (14)	P 31/06	21/09/06	86 WAIG 2999
19. Sick Leave			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
(13)	P 45/05	09/03/06	86 WAIG 471
20. Carers Leave			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
21. Parental leave			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
Cl.	P 31/06	21/09/06	86 WAIG 2999
22. Leave Without Pay			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
Cl.	P 31/06	21/09/06	86 WAIG 2999
(23. Study Leave)			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
Cl & Title	P 37/08	08/12/08	88 WAIG 2262
23. Study Assistance			
24. Short Leave			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
(1)	P 45/05	09/03/06	86 WAIG 471
25. Bereavement Leave			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
Ins new (6)	P 37/08	08/12/08	88 WAIG 2262
Cl	P 5/11	28/06/11	91 WAIG 1050
Corr.Ord. (Date of Operation)	P 5/11	27/06/11	91 WAIG 1054
26. Cultural/Ceremonial Leave			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
(6)	P 31/06	21/09/06	86 WAIG 2999
27. Blood/Plasma Donors Leave			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
28. Emergency Service Leave			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
29. Facilities for Union Representatives			
Cl	P 2/2019	01/01/21	101 WAIG 10
(29. Union facilities for Union Representatives)			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
29A. Representation Rights			
Ins. Cl	P 2/2019	01/01/21	101 WAIG 10
30. Leave to Attend Association Business			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
31. Trade Union Training Leave			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299

32. Defence Force Reserves Leave			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
33. Witness and Jury Service			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
34. Camping Allowance			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
(7) (b)	P 5/11	28/06/11	91 WAIG 1050
Corr.Ord. (Date of Operation)	P 5/11	27/06/11	91 WAIG 1054
35. District Allowance			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
(4)	P 45/05	09/03/06	86 WAIG 471
Ins new (5)	P 37/08	08/12/08	88 WAIG 2262
((5) Adjustment of Rates) renum as (6)	P 37/08	08/12/08	88 WAIG 2262
36. Disturbance Allowance			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
37. Motor Vehicle Allowance			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
(5)	P 4/07	14/09/07	87 WAIG 2817
(5)	P 27/08	07/11/08	88 WAIG 2261
(5)	P 20/09	28/08/09	89 WAIG 1064
(5)	P 31/10	24/09/10	90 WAIG 1718
(5)	P 4/22	28/03/23	103 WAIG 294
38. Property Allowance			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
(1)	P 5/11	28/06/11	91 WAIG 1050
Corr.Ord. (Date of Operation)	P 5/11	27/06/11	91 WAIG 1054
39. Protective Clothing Allowance			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
40. Relieving Allowance			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
(4)	P 27/05	25/10/05	85 WAIG 3702
Corr Ord (4)	P 27/05	19/10/05	85 WAIG 3703
(4)	P 16/06	15/08/06	86 WAIG 2750
(4)	P 4/07	14/09/07	87 WAIG 2817
(4)	P 27/08	07/11/08	88 WAIG 2261
(4)	P 20/09	28/08/09	89 WAIG 1064
(4)	P 31/10	24/09/10	90 WAIG 1718
(4)	P 18/11	16/09/11	91 WAIG 2124
(4)	P 13/12	08/08/12	92 WAIG 1569
(4)	P 5/14	22/01/15	95WAIG226
(4)	P 7/15	13/11/15	95 WAIG 1819
(4)	P 7/18	21/12/18	99 WAIG 31
(4)	P 4/22	28/03/23	103 WAIG 294
41. Removal Allowance			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
1(c), 1(d) & (6)	P 27/05	25/10/05	85 WAIG 3702
Corr Ord 1(c), 1(d) & (6)	P 27/05	19/10/05	85 WAIG 3703
(1) & (6)	P 16/06	15/08/06	86 WAIG 2750
(1)(c), (d) & (6)	P 4/07	14/09/07	87 WAIG 2817
(1)(c)(d) & (6)	P 27/08	07/11/08	88 WAIG 2261
Cl	P 37/08	08/12/08	88 WAIG 2262
(1)(c)(d) & (6)	P 20/09	28/08/09	89 WAIG 1064
(1)(c),(1)(d) & 6	P 31/10	24/09/10	90 WAIG 1718

(1)(c), (1)(d) & (6)	P 18/11	16/09/11	91 WAIG 2141
(1)(c), (1)(d) & (6)	P 13/12	08/08/12	92 WAIG 1569
(1)(c) , (1)(d) & (6)	P 5/14	22/01/15	95WAIG226
(1)(c) , (1)(d) & (6)	P 7/15	13/11/15	95 WAIG 1819
(1)(c),(d) & (6)	P 7/18	21/12/18	99 WAIG 31
(1)(c), (1)(d), (3)(e) & (6)	P 4/22	28/03/23	103 WAIG 294
42. Transfer Allowance			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
43. Travelling Allowance			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
44. Weekend Absence From Residence			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
45. Preservation of Rights			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
46. Keeping of and Access to Employment Records			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
47. Notification of Change			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
48. Right of Entry and Inspection by Authorised Representatives			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
49. Copies of award			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
50. Access to Information and Resources			
Ins New	P 37/08	08/12/08	88 WAIG 2262
(50. Establishment of Consultative Mechanisms**)**			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
Renum	P 37/08	08/12/08	88 WAIG 2262
51. Establishment of Consultative Mechanisms			
(51. Salary Packaging Arrangement)			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
Renum	P 37/08	08/12/08	88 WAIG 2262
52. Salary Packaging Arrangement			
(6)	P 21/19	26/08/20	100 WAIG 1367
(52. Supported Wage)			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
Renum	P 37/08	08/12/08	88 WAIG 2262
53. Supported Wage			
(53. Traineeships)			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
Renum	P 37/08	08/12/08	88 WAIG 2262
54. Traineeships			
(54. Purchased Leave – Deferred Salary Arrangement)			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
Ins (7)	P 31/06	21/09/06	86 WAIG 2999
Renum	P 37/08	08/12/08	88 WAIG 2262
55. Purchased Leave – Deferred Salary Arrangement)			

(55. Dispute Settlement Procedure)			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
Renum	P 37/08	08/12/08	88 WAIG 2262
56. Dispute Settlement Procedures			
(56. Expired General Agreement Salaries)			
Cl & Consolidation	P 27/04	23/12/04	85 WAIG 299
Renum	P 37/08	08/12/08	88 WAIG 2262
57. Expired General Agreement Salaries			
Schedule A - Named Union Party and named Employer Party			
Sch & Consolidation	P 27/04	23/12/04	85 WAIG 299
Named Employer Party	P 5/11	28/06/11	91 WAIG 1050
Corr.Ord. (Date of Operation)	P 5/11	27/06/11	91 WAIG 1054
Schedule B - Camping Allowance			
Sch & Consolidation	P 27/04	23/12/04	85 WAIG 299
Sch	P 35/05	22/12/05	86 WAIG 22
Sch	P 8/09	17/06/09	89 WAIG 772
Sch	P 8/10	21/04/10	90 WAIG 391
Schedule C- District Allowance			
Sch & Consolidation	P 27/04	23/12/04	85 WAIG 299
Sch	P 13/05	01/07/05	85 WAIG 3264
Sch	P 49/10	25/01/11	91 WAIG 184
Ins map	P 5/11	28/06/11	91 WAIG 1050
Corr.Ord. (Date of Operation)	P 5/11	27/06/11	91 WAIG 1054
Sch	P 7/2012	01/07/12	92 WAIG 1568
Schedule D - Motor Vehicle Allowance			
Sch & Consolidation	P 27/04	23/12/04	85 WAIG 299
Sch	P 15/08	15/07/08	88 WAIG 1631
Schedule E - Motor Vehicle Allowance			
Sch & Consolidation	P 27/04	23/12/04	85 WAIG 299
Sch	P 15/08	15/07/08	88 WAIG 1631
Schedule F - Motor Cycle Allowance			
Sch & Consolidation	P 27/04	23/12/04	85 WAIG 299
Sch	P 15/08	15/07/08	88 WAIG 1631
Schedule G - Overtime Allowance			
Sch & Consolidation	P 27/04	23/12/04	85 WAIG 299
Part II-Meals	P 27/05	25/10/05	85 WAIG 3702
Corr Ord Part II-Meals	P 27/05	19/10/05	85 WAIG 3703
Sch	P 16/06	15/08/06	86 WAIG 2750
Part II - Meals	P 4/07	14/09/07	87 WAIG 2817
Part I	P 26/07	14/03/08	88 WAIG 235
Part II – Meals	P 27/08	07/11/08	88 WAIG 2261
Part II – Meals	P 20/09	28/08/09	89 WAIG 1064
Part II – Meals	P 31/10	24/09/10	90 WAIG 1718
Part I – Out of Hours Contact	P 40/10	02/02/11	91 WAIG 186
Part II – Meals	P 18/11	16/09/11	91 WAIG 12141
Part I	P 25/11	16/01/12	92 WAIG 130
Part II	P 13/12	08/08/12	92 WAIG 1569
Part II	P 5/14	22/01/15	95WAIG226
Part II	P 7/15	13/11/15	95 WAIG 1819
Part I	P 7/18	21/12/18	99 WAIG 31
Sch	P 4/22	28/03/23	103 WAIG 294
Schedule H- Travelling. Transfer and relieving Allowance			

Sch & Consolidation	P 27/04	23/12/04	85 WAIG 299
Sch	P 3/05	19/01/05	85 WAIG 864
Sch	P 35/05	12/12/05	86 WAIG 22
Sch	P 4/08	14/04/08	88 WAIG 366
Sch	P 8/09	17/06/09	89 WAIG 772
Sch H	P 8/10	21/04/10	90 WAIG 391
Sch H	P 24/10	21/04/10	90 WAIG 1719

Schedule I – Expired General Agreement Salaries

Sch & Consolidation	P 27/04	23/12/04	85 WAIG 299
Sch	P 45/05	09/03/06	86 WAIG 471
Sch	P 31/06	21/09/06	86 WAIG 2999
Sch	P 25/11	16/01/12	92 WAIG 130
Sch	P 7/18	21/12/18	99 WAIG 31
Sch	P 4/22	28/03/23	103 WAIG 294