

Family Day Care Co-Ordinators' and Assistants' Award, 1985

1. - TITLE

This award shall be known as the Family Day Care Co-Ordinators' and Assistants' Award, 1985.

1B. - MINIMUM ADULT AWARD WAGE

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

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

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

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

- (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2020 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

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

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2A. - STATE WAGE PRINCIPLES - JUNE 1991

It is a term of this award that the Union undertakes for the duration of the Principles determined by the Commission in Court Session in Application No. 704 of 1991 not to pursue any extra claims, award or overaward, except when consistent with the State Wage Principles.

3. - AREA

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

4. - SCOPE

This award shall apply to the classifications as defined in Clause 17. - Classification Definitions and Skill Descriptors. Provided that this award shall not apply to Co-ordinators or Assistants who are directly employed by Local Government Authorities.

5. - TERM

The term of this award shall be for a period of one year from the date hereof.

6. - DEFINITIONS

- (1) Family Day Care Scheme means a scheme under which care is based in a private family setting, by persons licensed under the Community Services (Child Care) Regulations 1988, who use their own homes in a situation organised, co-ordinated, supervised and assisted by a Scheme Co-ordinator as defined in Clause 17. - Classification Definitions and Skill Descriptors of this award.
- (2) Union means the Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch.

7. - HOURS

The ordinary hours of work shall be 37.5 per week to be worked between Monday and Friday inclusive. Except that in the case of employees who at the time the award issued were employed for 38 hours or more per week, the ordinary hours shall be 38 per week.

8. - WORK OUTSIDE ORDINARY HOURS

- (1) For all time worked outside of the prescribed hours Monday to Friday, an employee shall be allowed 1.5 hours off duty without loss of pay for each hour worked.
- (2) For all time worked on a Saturday or a Sunday, an employee shall be allowed two hours off duty without loss of pay for each hour worked.

- (3) Provided that unless mutually agreed otherwise such time off shall be:
- (a) taken in an unbroken period according to each period worked outside of the prescribed hours; and
 - (b) taken within three months from the time the extra hours are worked.

9. - HOLIDAYS

- (1) A period of four weeks' leave annually shall be allowed to an employee by his/her employer after a period of 12 months' continuous employment with that employer.
- (2) Prior to commencing leave an employee shall receive an annual leave loading of 17.5 percent of four weeks' wages at the rate of salary applicable at the time of payment.
- (3)
 - (a) Except as provided in paragraph (b) of this subclause if after one month's continuous employment an employee lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid 0.077 of a week's pay (at the rate prescribed by Clause 16. - Salaries of this award) in respect of each completed week of continuous service for which annual leave has not already been taken.
 - (b) An employee who is dismissed for misconduct which occurred after the completion of a 12 monthly qualifying period, but before he/she has taken annual leave in respect of that qualifying period shall, subject to Clause 12. - Contract of Service of this award, be given payment for the leave accrued but not taken.
- (4) The annual leave prescribed in subclause (1) of this clause may, by consent between the employer and the employee, be taken in two portions provided that no portion shall be less than one week.
- (5) Any time in respect of which an employee is absent from work except paid sick leave or unpaid sick leave up to three months, the first 26 weeks of any absence on workers' compensation, annual leave, long service leave or short leave, shall not count for the purpose of determining annual leave entitlements.
- (6) Leave shall be taken as soon as practicable after falling due and shall not accumulate except with the mutual consent of the employee and the employer, but in no case shall it accumulate for more than two years.
- (7) Before going on annual leave each employee shall be given at least two weeks' notice of the date leave is to be taken, unless the employee and the employer agree on a lesser period.
- (8)
 - (a) South Latitude shall be entitled to an additional week's paid leave for each completed year of service in that area and a single return air fare to Perth.°(a) An employee stationed North of 26.
 - (b) Provided that where an employee is provided with free travel to Perth due to the employee's spouse's employment, then such employee shall not be entitled to the air fare prescribed in paragraph (a) of this subclause.

10. - PUBLIC HOLIDAYS

- (1) The following days or the days gazetted in lieu thereof shall be observed as public holidays without deduction of pay, namely:

New Year's Day, January 2, Australia Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

- (2) When any of the days observed as a holiday in this clause fall during a period of annual leave the holiday or holidays shall be observed on the next succeeding work day or days as the case may be after completion of that annual leave.
- (3) An employee who is required to work on the day observed as a holiday as prescribed in this clause in his/her normal hours of duty shall be paid for the time worked at the rate of double time and one half or if the employer agrees, be paid for the time worked at the rate of time and one half and in addition be allowed to observe the holiday on a day mutually acceptable to the employer and the employee.
- (4) Where -
 - (a) a day is proclaimed as a public holiday or a public half holiday under Section 7 of the Public and Bank Holidays Act, 1972; and
 - (b) that proclamation does not apply throughout the State or to the metropolitan area of the State, that day shall be a whole holiday or, as the case may be, a half holiday for the purposes of this award within the district or locality specified in the proclamation.
- (5) A part time employee shall be entitled to the benefits of this clause only where that employee would normally have worked on the day or day observed in lieu of a public holiday prescribed by this clause.

11. - SICK LEAVE

- (1)
 - (a) An employee shall be entitled to payment for non attendance on the ground of personal ill health or injury for 1/6th of a week's pay for each completed month of service.
 - (b) Payment hereunder may be adjusted at the end of each accruing year or at the time the employee leaves the service of the employer, in the event of the employee being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.
- (2) The unused portion of the entitlement prescribed in paragraph (a) hereof in any accruing year shall be allowed to accumulate and may be availed of in the next or any succeeding year.
- (3) In order to acquire entitlement to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of the inability to attend for work, the nature of his illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.
- (4) An employee shall be entitled to the benefit of this clause on production of proof to the satisfaction of the employer or his representative of such sickness provided that the employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.
- (5)
 - (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
 - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his/her place of residence or in hospital as a result of personal ill health or injury for a period of seven consecutive days or more and the employee produces a certificate from a registered medical practitioner that he/she was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause of an inability to attend for work on the working day next following the employee's annual leave.

- (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time of procedure on annual leave and shall not be made with respect to fractions of a day.
 - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid in accordance with the provisions of Clause 9. - Holidays of this award.
 - (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 9. - Holidays of this award shall be deemed to have been paid with respect to the replaced annual leave.
- (6) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation and Assistance Act, 1981 nor to employees whose illness or injury is the result of the employee's own misconduct.
 - (7) The provisions of this clause do not apply to casual employees.

12. - CONTRACT OF SERVICE

- (1) The contract of service of each employee shall be a fortnightly contract terminable by two weeks' notice on either side. In the event of the employer and an employee not giving the required notice, two weeks' wages shall either be paid or forfeited.
- (2) The provisions of subclause (1) of this clause shall not inhibit the right of the employer to dismiss an employee for misconduct, in which case salary shall be paid up to the point of dismissal.
- (3) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of the award provided that such duties are not designed to promote de-skilling.

13. - PART TIME EMPLOYEES

- (1) Notwithstanding anything contained in this award employees may be regularly employed to work less hours than are prescribed in Clause 7. - Hours of this award.
- (2) A part time employee shall receive payment for sick leave, long service leave, annual leave and short leave on a pro rate basis in the proportion which his/her hours of work bear to the hours fixed by Clause 7. - Hours of this award.

14. - LONG SERVICE LEAVE

The conditions governing the granting of Long Service Leave to government wages employees generally shall apply to employees covered by this award.

15. - PAYMENT OF SALARIES

- (1) Salaries shall be paid weekly or fortnightly by cash, cheque or direct bank transfer at the option of the employer. Where an employee's services have been terminated in accordance with this award, payment of all salary due shall be made at the time the employee ceases employment, or no later than within two working days of the employee ceasing employment.

- (2) No deduction shall be made from an employee's salary unless such deduction is authorised by the employee in writing.

16. - SALARIES

- (1) (a) Resource Employee (Playgroup/Toy library)

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

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| Step I | 820.30 |
| Step II | 841.40 |
| Step III | 869.10 |
| Step IV | 876.30 |
| Step V | 896.20 |
| Step VI | 910.00 |
| Step VII | 925.80 |
| Step VIII | 941.80 |

- (i) A Resource Employee who is unqualified shall enter the salary scale on Step I and exit at Step IV.
- (ii) A Resource Employee who is qualified and with no previous experience in the industry shall enter at Step IV. At the end of 12 months satisfactory performance, this person shall progress to Step VI and subject to subclause (2) exit the salary scale at Step VIII.
- (iii) A Resource Employee who is in their first year of experience as a qualified child care employee and has previous experience in the industry, as defined in placitum (iv) of this paragraph, shall enter the salary scale at Step V and exit at Step VIII.
- (iv) "Industry" for the purpose of recognising previous experience in placitum (iii) of this paragraph, shall be those sectors of the children's services industry that deals predominantly with the 0-6 year old age group.
- (v) For the purpose of this paragraph "previous experience" means one year full-time employment or equivalent.

- (b) Special Needs Support Employee

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| Step I | 876.30 |
| Step II | 896.20 |
| Step III | 910.00 |
| Step IV | 925.80 |
| Step V | 941.80 |

- (i) A Special Needs Support Employee who is unqualified shall enter the salary scale at Step I and exit at Step IV.
- (ii) A Special Needs Support Employee who is qualified shall enter the salary scale at Step II and exit at Step V.

(c) Support Employee

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|----------|--------|
| Step I | 848.40 |
| Step II | 875.10 |
| Step III | 898.50 |
| Step IV | 919.50 |
| Step V | 926.20 |
| Step VI | 941.80 |

- (i) A Support Employee who is unqualified and undertakes the administration of Child Care Assistance and enrolments shall enter the salary scale at Step I and exit at Step IV.
- (ii) A Support Employee who is unqualified and undertakes the administration of Child Care Assistance, enrolments and/or bookkeeping, administration of finances/accounts, shall enter the salary scale at Step II and exit at Step V.
- (iii) A Support Employee who holds and is required to use the skills and/or knowledge acquired from an Associate Diploma in Accounting or an equivalent qualification shall enter the salary scale at Step III and exit at Step VI.

(d) Assistant Co-ordinator (Field)

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| Step I | 910.00 |
| Step II | 934.30 |
| Step III | 957.50 |
| Step IV | 985.70 |
| Step V | 1012.60 |
| Step VI | 1039.50 |
| Step VII | 1066.40 |
| Step VIII | 1078.90 |
| Step IX | 1113.80 |

- (i) An Assistant Co-ordinator who is unqualified shall enter the salary scale at Step I and exit at Step IV.
- (ii) An Assistant Co-ordinator who is two year trained, as defined in subclause (4) of this clause, shall enter the salary scale at Step II and exit at Step VI.
- (iii) An Assistant Co-ordinator who is three year trained, as defined in subclause (4) of this clause, shall enter the salary scale at Step III and exit at Step VII.
- (iv) An Assistant Co-ordinator who is four year trained, as defined in subclause (4) of this clause, shall enter the salary scale at Step V and exit at Step IX.

(e) Scheme Co-ordinator

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|----------|---------|
| Step I | 1047.20 |
| Step II | 1078.90 |
| Step III | 1113.80 |
| Step IV | 1142.00 |
| Step V | 1158.40 |
| Step VI | 1201.00 |
| Step VII | 1232.50 |

- (i) A Scheme Co-ordinator shall be graded in accordance with subclause (5) (c) of clause 17. Classification Definitions and Skill Descriptors.
 - (ii) A Scheme Co-ordinator Grade One as defined in subclause (5) (c) (i) of clause 17. Classification Definitions and Skill Descriptors, shall progress through the salary scale as follows subject to subclause (2) of this clause:
 - a Scheme Co-ordinator with 2 or 3 year training, as defined in subclause (4) of this clause, shall enter at Step I and exit at Step IV.
 - a Scheme Co-ordinator with 4 year training, as defined in subclause (4) of this clause, shall enter at Step III and exit at Step VI.
 - (iii) A Scheme Co-ordinator Grade Two, as defined in subclause (5)(c)(ii) of clause 17. Classification Definitions and Skill Descriptors, shall progress through the salary scale as follows subject to subclause (2) of this clause:
 - a Scheme Co-ordinator with 2 or 3 year training, as defined in subclause (4) of this clause, shall enter at Step III and exit at Step VI.
 - a Scheme Co-ordinator with 4 year training, as defined in subclause (4) of this clause, shall enter at Step IV and exit at Step VII.
- (2) Progression from Step to Step for all classifications will be contingent upon:
- (a) 12 months service at each Step; and
 - (b) satisfactory performance at each Step.
- (3) The employee and managing body of the Scheme shall be at liberty to negotiate and set a higher rate of salary, bearing in mind the duties and responsibilities or previous experience of the employee. Any agreement to select a higher rate shall be reduced in writing and shall entitle that employee, whilst employed at the Scheme, to the agreed salary level as if this award had expressly provided such an entitlement. Any such agreement may be rescinded only by mutual consent.
- (4) “Two year, three year or four year trained status” refers to a tertiary or post secondary qualification in early childhood care or education, which is recognised by the Child Care Services Board, or the Australian Early Childhood Association, to be relevant and applicable for use as a family day care scheme employee.
- (5) Where an employee is appointed to act as a Scheme Co-ordinator for more than four days, they shall be paid for the whole of that period as a Scheme Co-ordinator according to their level of qualification or a loading of 10% in addition to their normal salary whichever is greater.
- (6) On ceasing employment with an employer, the employee shall be given a written statement of the current classification and Step if appropriate and the date of commencement at the classification and Step to be passed on to the next employer.

- (7) It is a condition that no employee shall suffer a reduction in wages by reason of the coming into operation of any order of the Western Australian Industrial Relations Commission in the implementation of the Minimum Rates Adjustment.
- (8) Any employer who experiences financial hardship as a result of the implementation of the Minimum Rates Adjustments may apply to the Western Australian Industrial Relations Commission for orders regarding the timing of backpayments.
- (9) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

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

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

17. - CLASSIFICATION DEFINITIONS AND SKILL DESCRIPTORS

- (1) Resource Employee (Playgroup/Toylibrary)(a) Definition: An employee at this level shall be an employee who holds a qualification of Associate Diploma Social Science (Child Care) or approved equivalent qualification and/or has experience to enable the employee to plan and facilitate playgroups for Family Based Child Care Givers (FBCG) and children, support FBCG in the playgroup situation and provide a variety of appropriate resources for FBCG.
 - (b) Skill Descriptor: Such an employee:
 - is responsible for the quality of his/her own work, subject to direct or routine supervision; and
 - works within established routines, methods and procedures, ensuring appropriate feedback to the relevant supervisor.
 - (c) Responsibilities may include the following:
 - (i) Playgroups:
 - program and facilitate Playgroups for FBCG and the children they have enrolled in their care taking account of children's individual needs;
 - interact with, provide advice to, and model appropriate experiences for children in the FBCG playgroup environment;
 - plan and facilitate play sessions in Carer's homes for individual FBCG or small groups;
 - organise outings for children with FBCG.
 - (ii) Toy/Book/Equipment Libraries:
 - maintain and monitor resource library, and equipment, and perform stock take as required and/or directed;
 - oversee FBCG use of library, including library systems;
 - recommend and purchase necessary resources subject to consultation and approval.

(iii) Inservice Training:

- Assist in the organisation of in-service training for FBCG as required.

(2) Special Needs Support Employee

(a) Definition: An employee at this level shall hold an Associate Diploma Social Science (Child Care), or an equivalent qualification, and or relevant previous experience. Such an employee shall be appointed to assist with special needs programs.

(b) Skill Descriptor: Such an employee:

- provides appropriate feedback to the Scheme Co-ordinator;
- exercises discretion within the employee's level of skill and training;
- exercises good interpersonal and communication skills;
- has demonstrated knowledge of child development; and
- has a demonstrated knowledge and awareness of the needs of children including those with disabilities.

(c) Responsibilities may include the following:

- assist FBCG to implement programs for children with special needs as appropriate;
- develop and/or implement programs for children's specific needs;
- model child management techniques to FBCG;
- provide hands-on support to FBCG in the care of the child with special needs within the group of children in care;
- liaise with, and provide support to parents as appropriate;
- maintain and update resource materials; and
- liaise with, and provide reports to, referring agencies and/or management as appropriate.

(3) Support Employee

(a) Definition: An employee who provides administrative assistance to the Scheme Co-ordinator in matters pertaining to assessment of Child Care Assistance and payments, financial record keeping and general office duties and who is appointed to this level.

(b) Skill Descriptor: Such an employee:

- is responsible for the quality of his/her own work subject to limited supervision;
- works within established routines, methods and procedures; and
- demonstrates computer skills.

(c) Responsibilities may include the following:

- maintain records regarding child enrolment, Child Care Assistance percentage and fees payable by parents;
- calculate Child Care Assistance payment to FBCG;
- assist in the preparation of reports; including the creation, maintenance and generation of computer reports;
- liaise with government departments as required;
- answer enquires from Scheme clients and potential clients as directed by the Scheme Co-ordinator;
- maintain accurate financial records as directed;
- prepare financial statements as required; and
- use one or more software application package(s) developed to operate and populate a data base, spreadsheet/worksheet to achieve a desired result; graph previously prepared spreadsheet information; use simple menu utilities.

(4) Assistant Co-ordinator (Field)

- (a) Definition: An employee at this level shall possess a qualification in the field of early child care or related field, or shall be able to demonstrate experience and/or skills relevant to the position.

Such an employee will demonstrate an ability to work independently with minimal supervision, providing support to children in family day care and support and assist FBCG to provide care within the Community Services (Child Care) Regulations 1988 and Scheme policies.

- (b) Skill Descriptor: Such an employee:
- provides guidance and assistance as part of a work team;
 - has a demonstrated knowledge of child care and development issues, and community resources;
 - has an awareness of the needs of children including those with disabilities;
 - works largely independently; and
 - demonstrates good interpersonal and communication skills.
- (c) Responsibilities may include:
- Visit FBCG on a regular basis as required, and report and maintain appropriate records on children and FBCG;
 - monitor standards of care and advise FBCG in the development of an appropriate child care environment in their home;
 - support FBCG in appropriate care of children;
 - provide information relating to the Scheme's operations and support to parents as required;
 - assist in the referral and placement of children with Scheme FBCG as required;

- assist FBCG to develop and maintain interactive play programs with children and facilitate play sessions in FBCG homes as required.
- assist in the development and planning of programs for children with special needs and/or liaise with other special needs employees;
- assist in the provision of programs such as playgroups, excursions and training sessions as required;
- assist as appropriate in administration/clerical tasks;
- assist as required in recruitment, selection and training of FBCG;
- assist in the supervision of students on practicum placement;
- liaise with agencies as appropriate;
- attend meetings as directed; and
- be able to relieve the Scheme Co-ordinator as required.

(5) Scheme Co-ordinator

- (a) Definition: An employee at this level shall possess a qualification in the field of early childhood care, or related field, and shall have responsibility for the operation of a Family Day Care Scheme, and shall be appointed as such.
- (b) Skill Descriptor: Such an employee:
- has a broad understanding of child care, community development and welfare issues;
 - has a high level of interpersonal communication skills;
 - has highly developed management skills; and
 - is responsible to the Committee of Management for the administration and supervision of the service on a day to day basis.
- (c) A person appointed as a Scheme Co-ordinator shall be graded as follows:
- (i) A Director Grade One: A person appointed as such and shall have responsibility for the operation of a Family Day Care Scheme provided that he/she is required to undertake only a basic role in financial management including operating within a budget.
- (ii) A Director Grade Two: A person who shall have additional responsibilities for the operation of a Family Day Care Scheme in addition to the duties of the Scheme Co-ordinator Grade One. The duties shall include the following:

the responsibility for the administration and supervision of additional complimentary programs developed within the service, (an additional complimentary program is one which attracts additional funding to the service), and/or

have responsibility for the day to day financial management of the Scheme, which includes being accountable to the Committee of Management for some or all of the following:

- payroll
- budgets

- reconciliation
- journal entries
- the preparation of accounts for audit
- purchasing
- the preparation of financial statements
- maintenance of an asset register.

(d) Responsibilities of the Scheme Co-ordinator may include the following:

- responsible for the administration and supervision of a family day care scheme;
- develop policy in consultation with the employer;
- promote the aims and policies of the scheme in consultation with the employer;
- budget and manage finances in consultation with the employer;
- responsible for the recruitment, selection, supervision, training and ongoing support of FBCG;
- liaise with the associated organisations, agencies, community groups and government departments;
- advertise and promote the scheme in the community;
- select, supervise, train and appraise staff in consultation with the employer;
- ensure that the service adheres to all relevant regulations and meets all accountability requirements;
- provide parents with information relating to the scheme's operation and assist in making appropriate child care placements;
- provide reports to the employer as required;
- maintain personnel records and be responsible for the application of relevant industrial awards and legislation as required;
- keep FBCG informed on current government policies and decisions and other relevant information which relates specifically to Family Day Care, and generally, children services;
- be conversant with current government policies and decisions and advise on possible outcomes;
- co-ordinate and provide supervision of students on practicum placements;
- be responsible for the maintenance of the building and grounds as required; and
- prepare reports and submissions to funding bodies in consultation with the employer/management committee.

18. - SHORT LEAVE

- (1) The employer may, upon sufficient cause being shown, grant an employee leave of absence without loss of pay not exceeding two consecutive working days, but any leave of absence granted under the provisions of this clause shall not exceed, in the aggregate, three working days in any one calendar year.
- (2)
 - (a) An employee may apply to the employer for a limited period of leave without pay in special circumstances, providing relief is available. Any period over one month must be arranged three months in advance.
 - (b) An employee may apply to the employer for a longer study leave of up to 12 months. Where possible, application for this leave shall be made three months in advance.

Leave without pay may be taken for child-rearing purposes.
- (3) An employee may apply to the employer for leave without loss of pay to attend the equivalent of at least three days of approved in-service training in any year.

19. - DISTRICT ALLOWANCE

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

"Dependant" in relation to an employee means:

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

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

"Partial Dependant" in relation to an employee means:

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

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

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

"De facto Spouse" means a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis, although not legally married to that person.
- (2) For the purpose of this clause, the boundaries of the various districts shall be as described hereunder and as delineated on the plan at subclause (6) of this clause.

District:

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

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

| Column I District No. | Column II Standard Rate\$ Per week. | Column III Exceptions to Standard Rate Town or Place | Column IV Rate\$ per week. |
|--------------------------|---|---|--|
| 6 | 52.70 | Nil | Nil |
| 5 | 43.10 | Fitzroy Crossing Halls Creek Turner River Camp Nullagine Liveringa (Camballin) Marble Bar Wittenoom Karratha Port Hedland | 57.90 53.90 50.70 47.20 |
| 4 | 21.60 | Warburton Mission Carnarvon | 58.40 20.40 |
| 3 | 13.70 | Meekatharra | 21.60 |

| | | | | |
|---|------|-----|---|-------|
| | | | Mount Magnet Wiluna Laverton Leonora Cue | |
| 2 | 9.70 | | Kalgoorlie Boulder | 3.30 |
| | | | Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance | 13.00 |
| 1 | Nil | Nil | | Nil |

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

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

- (7) When an employee is on approved annual recreation leave, the employee shall for the period of such leave, be paid the district allowance to which the employee would ordinarily be entitled.
- (8) When an employee is on long service leave or other approved leave with pay (other than annual recreational leave), the employee shall only be paid district allowance for the period of such leave if the employee, dependants or partial dependants remain in the district in which the employee's headquarters is situated.
- (9) When an employee leaves his or her district on duty, payment of any district allowance to which the employee would ordinarily be entitled shall cease after the expiration of two weeks unless the employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the employer.
- (10) Except as provided in subclause (9) of this clause, a district allowance shall be paid to any employee ordinarily entitled thereto in addition to reimbursement of any travelling transfer or relieving expenses or camping allowance.
- (11) Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in subclause (6) of this clause, is required to travel or temporarily reside for any period in excess of one month in any district or districts in respect of which such allowance is so payable, the employee shall be paid for the whole of such period a district allowance at the appropriate rate pursuant to subclauses (3), (4) or (5) of this clause, for the district in which the employee spends the greater period of time.
- (12) When an employee is provided with free board and lodging by the employer or a Public Authority the allowance shall be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.
- (13) An employee who is employed on a part-time basis shall be entitled to district allowance on a pro-rata basis. The allowance shall be determined by calculating the hours worked by the employee as a proportion of the full-time hours prescribed by the Award under which the employee is employed. That proportion of the appropriate district allowance shall be payable to the employee.
- (14) The rates expressed in subclause (6) of this clause shall be adjusted every twelve (12) months ending in December 31 in accordance with the official "Consumer Price Index" for Perth as published by the Australian Bureau of Statistics.

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

20. - MATERNITY LEAVE

(1) Eligibility for Maternity Leave

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

For the purposes of this clause:

- (a) An employee shall include a part time employee but shall not include an employee engaged upon casual or seasonal work.
- (b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

- (a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.
- (b) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (c) An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.
- (d) An employee shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) hereof.

(4) Variation of Period of Maternity Leave

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

(5) Cancellation of Maternity Leave

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

(6) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
 - (i) She shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work.
 - (ii) For illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.
- (c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

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

(7) Maternity Leave and Other Leave Entitlements

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

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

(8) Effect of Maternity Leave on Employment

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

(9) Termination of Employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
 - (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
- (10) Return to Work After Maternity Leave
- (a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
 - (b) An employee, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.
- (11) Replacement Employees
- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
 - (b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
 - (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
 - (d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
 - (e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the twelve months qualifying period.

21. - FARES AND TRAVELLING ALLOWANCE

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

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

Schedule 1 - Motor Vehicle Allowance

| Area Details | Engine Displacement (in cubic centimetres) | | |
|-------------------------------|--|-------------|----------------|
| | Over 2600cc | 1600-2600cc | 1600cc & under |
| | Rate per kilometre (cents) | | |
| Metropolitan Area | 88.4 | 76.9 | 68.0 |
| South West Land Division | 90.9 | 78.9 | 70.1 |
| North of 23.5° South Latitude | 99.7 | 86.9 | 77.4 |
| Rest of the State | 93.8 | 81.5 | 72.3 |

Schedule 2 - Motor Cycles

| Distance travelled during a year on official business | Rate per kilometre (cents) |
|---|----------------------------|
| All areas of the State | 30.5 |

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

- (3) The allowances prescribed in this clause shall be varied upon application by the Union in accordance with any movement in the allowances in the Public Service Motor Vehicle Allowance Award, 1976.

22. - RIGHT OF ENTRY

Consistent with the terms of the Labour Relations Legislation Amendment Act 1997 and S.23(3)(c)(iii) of the Industrial Relations Act a representative of the Union shall not exercise the rights under this clause with respect to entering any part of the premises of the employer unless the employer is the employer, or former employer of a member of the Union.

The Union Secretary or his/her nominee, shall be entitled to interview employees covered by this award on the employer's premises at reasonable times.

23. - NOTICES

If the Union so requests a copy of this award shall be posted on a board of reasonable size in a place where it may be conveniently and readily seen by every employee concerned. The Union Secretary may also post thereon such other notices relating to union matters as are reasonable.

24. - TIME AND WAGES RECORD

- (1) The employer shall keep or cause to be kept a record or records containing the following particulars:
- (a) the name and address and date of commencement of each employee;
 - (b) the nature of his/her work;
 - (c) the hours worked on each day and each week;
 - (d) the wages paid each week;

- (e) the time off in lieu of payment for overtime and weekend work, and the date to which that time off relates.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

- (2) The said record shall be signed by the employee.
- (3) (a) The record shall be open to inspection by a duly accredited representative of the Union at the office of the employer during usual business hours.

Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer.
- (b) If the record is not available when the representative calls, it shall be made available within 24 hours, or a copy, duly certified as a correct copy, shall be forwarded to the office of the Union within 24 hours.

25. - NO REDUCTION

Nothing contained in this award shall entitle an employer to reduce the salary or conditions of employment of any employee who at the date of this award is receiving higher than the minimum prescribed.

26. - LEAVE RESERVED

Leave is reserved to the Union to apply to make application to amend this award with respect to country housing, portability of long service leave, higher duties allowance, district allowance, and fares and travelling allowance.

27. - SUPERANNUATION

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

- (1) In this clause:

"Ordinary time earnings" means the salary, wages or other remuneration periodically received by the employee in respect of the time worked in ordinary hours and shall include shift work penalties in the case of the employee being a shift worker, payments which are made for the purpose of District or Location Allowances or any other rate paid for all purposes of the award to which the employee is entitled for ordinary hours of work. Provided that "ordinary time earnings" shall not include any payment which is of a similar nature to or is paid for the same reasons as, or is paid in lieu of payments for overtime, disability payments, vehicle allowances, fares or travelling time allowances (including payments made for travelling related to distant work), commission or bonus.
- (2) The employer shall make monthly superannuation contributions to the Fund for and on behalf of each employee, and such contributions shall be in addition to and not less than 9% of the employee's ordinary time earnings.
- (3) All new employees shall serve a qualifying period of one calendar month's continuous service with the employer before becoming entitled to the employer contributions mentioned in subclause (2) of this clause. Such employer contributions shall apply from the date of commencement.
- (4) The operative date of this clause shall be 1 January, 1989.

Compliance, Nomination and Transition

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

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

Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme -
- (g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;

or
- (h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

28. - AWARD MODERNISATION AND ENTERPRISE CONSULTATION

- (1) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of the industry, and to enhance the career opportunities and job security of employees in the industry.
- (2) At each centre or service a consultative mechanism may be established by the employer, or where requested by the employees or their union, shall be established. The consultative mechanism and procedure shall be appropriate to the size, structure and needs of the particular centre or service.
- (3) Where a consultative mechanism is established, it shall be free to address any matters which are consistent with the objectives as outlined in subclause (1) of this clause.
- (4) Discussions that take place within the framework of the consultative mechanism will have regard to the following requirements:

- (a) the changes sought shall not affect provisions reflecting state standards;
- (b) the majority of employees affected by any proposed change at the centre or service must be informed of the proposed change, and the majority of such employees, must genuinely agree with the proposal;
- (c) any proposed agreement shall not, in the context of a total package, provide for a set of conditions of a lesser standard than that provided by the award, and no employee shall have a lesser income as a result of the conditions proposed in the agreement;
- (d) when discussions affect wages and/or conditions of employment, the union must be invited to participate;
- (e) the parties to the award, shall not unreasonably oppose any proposed agreement which results from the consultative process outlined in this clause;
- (f) any proposed agreement pursuant to this clause relating to an award matter, shall be subject to ratification by the Western Australian Industrial Relations Commission and, if it is approved, such agreement shall then operate as a schedule to this award and take precedence over any provision of this award to the extent of any inconsistency;
- (g) if agreement to any proposal arising out of the consultative process outlined in this clause cannot be reached, then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

29. - REDUNDANCY

(1) Definition

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

(2) Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

(3) Severance Pay

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

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

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

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

(4) Employee leaving during notice period

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

(5) Alternative employment

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

(6) Time off during notice period

- (a) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(7) Superannuation benefits

- (a) Subject to further order of the Commission where an employee who is terminated received a benefit from a superannuation scheme, he or she shall only receive under subclause (3) hereof the difference between the severance pay specified in that clause and the amount of the superannuation benefit he or she receives which is attributable to employer contributions only.
- (b) If this superannuation benefit is greater than the amount due under subclause (3) hereof then he or she shall receive no payment under that clause.

(8) Employees exempted

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

(9) Incapacity to pay

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

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

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

SCHEDULE A - PARTIES TO THE AWARD

The following organisation is a party to this award:

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

SCHEDULE B - RESPONDENTS

COMMUNICARE
177 Hillview Terrace
BENTLEY W.A. 6102

SALVATION ARMY - BALGA
14-18 Lavant Way
BALGA W.A. 6061

THE ROBERTA JULL CHILD CARE ASSOCIATION
29 Wheatley Street
GOSNELLS W.A. 6110

THE LYLA ELLIOTT FAMILY DAY CARE ASSOCIATION INC.
42 Rudloc Road
MORLEY W.A. 6062

DATED at Perth this 5th day of May, 1986.

SCHEDULE C - FAMILY DAY CARE CO-ORDINATORS AND ASSISTANTS AWARD IMPLEMENTATION OF MINIMUM RATES ADJUSTMENT AND 3RD
ARBITRATED SAFETY NET ADJUSTMENT

| EXISTING CLASSIFICATION | NEW CLASSIFICATION | CURRENT RATE (INCLUDES 1ST MRA, 1ST & 2ND ASNA) | ADJUSTMENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | July 1999 ASNA 01/08/99 |
|---|--|--|---------------------|------------------------|------------------------|-----------------------------|------------------------|-------------------------------|--------------------------------|
| Support Worker - Assisting Playgroups and Toy Libraries | Resource Employee (Playgroup/Toy Library) <u>Unqualified</u> | | | | | | | | |
| 1st year of experience Grade 1 | Step I | 391.10 | 17.90 (2 x 8.95) | 400.05 | 409.00 | 417.00 | 417.00 | 427.00 | 439.00 |
| 2nd year of experience Grade 2 | Step II | 428.25 | 0.25 (1 x 0.25) | 428.50 | 428.50 | 436.50 | 436.50 | 446.50 | 458.50 |
| 3rd year of experience Grade 3 | Step III | 449.25 | 0.25 (1 x 0.25) | 449.50 | 449.50 | 457.50 | 457.50 | 467.50 | 479.50 |
| 4th year of experience Grade 4 | Step IV | 469.90 | No Reduction | 456.00 (13.90 Supp) | 456.00 (13.90 Supp) | 464.00 (5.90 Supp) | 464.00 (5.90 Supp) | 474.00 | 486.00 |
| 5th year of experience Grade 5 | Step V | 490.50 | No Reduction | 456.00 (34.50 Supp) | 456.00 (34.50 Supp) | 464.00 (26.50 Supp) | 464.00 (26.50 Supp) | 474.00 | 486.00 |

| EXISTING CLASSIFICATION | NEW CLASSIFICATION | CURRENT RATE (INCLUDES 1ST MRA, 1ST & 2ND ASNA) | ADJUSTMENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | July 1999 ASNA 01/08/99 |
|---|--|---|--|-----------------------|-----------------------|-----------------------------|-----------------------|-------------------------------|--------------------------------|
| Support Worker - Assisting Playgroups and Toy Library | Resource Employee (Playgroup/Toy Library) <u>Qualified</u> | | | | | | | | |
| 1st year of experience Grade 1 | Step IV Step V | 391.10391.10 | 64.90 (3 x 21.63) 82.90 (3 x 27.63) | 412.70418.70 | 434.35446.35 | 442.35454.35 | 464.00482.00 | 474.00492.00 | 486.00504.00 |
| 2nd year of experience Grade 2 | Step VI | 428.25 | 60.15 (3 x 20.05) | 448.30 | 468.35 | 476.35 | 496.40 | 506.40 | 518.40 |
| 3rd year of experience Grade 3 | Step VII | 449.25 | 53.35 (3 x 17.78) | 467.00 | 484.80 | 492.80 | 510.60 | 520.60 | 530.60 |
| 4th year of experience Grade 4 | Step VIII | 469.90 | 47.20 (3 x 15.73) | 485.60 | 501.35 | 509.35 | 525.10 | 535.10 | 545.10 |
| 5th year of experience Grade 5 | Step VIII | 490.50 | 26.60 (3 x 8.86) | 499.35 | 508.20 | 516.20 | 525.10 | 535.10 | 545.10 |

| EXISTING CLASSIFICATION | CLASSIFICATION | NEW CLASSIFICATION | CURRENT RATE (INCLUDES 1ST MRA, 1ST & 2ND ASNA) | ADJUSTMENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | July 1999 ASNA 01/08/99 |
|--|-----------------------|--|---|-------------------|-----------------------|-----------------------|-----------------------------|-----------------------|-------------------------------|--------------------------------|
| Support Worker -Assists with Special Needs Program | | Special Needs Support Employee Unqualified | | | | | | | | |
| 1st year of experience Grade 3 | | Step I | 449.25 | 6.75(1 x 6.75) | 456.00 | 456.00 | 464.00 | 464.00 | 474.00 | 486.00 |
| 2nd year of experience Grade 4 | | Step II | 469.90 | 4.10(1 x 4.10) | 474.00 | 474.00 | 482.00 | 482.00 | 492.00 | 504.00 |
| 3rd year of experience Grade 5 | | Step III | 490.50 | No Reduction | 488.40(2.10 Supp) | 488.40(2.10 Supp) | 496.40 | 496.40 | 506.40 | 518.40 |
| 4th year of experience Grade 6 | | Step IV | 497.25 | 5.35(1 x 5.35) | 502.60 | 502.60 | 510.60 | 510.60 | 520.60 | 530.60 |

| EXISTING CLASS-IFICATION | NEW CLASS-IFICATION | CURRENT RATE (INCLUDES 1 ST MRA, 1 ST & 2 ND ASNA) | ADJUST-MENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | July 1999 ASNA 01/08/99 |
|--|---|---|------------------|----------------|----------------|----------------------|----------------|------------------------|-------------------------|
| Support Worker -Assists with Special Needs Program | Special Needs Support Employee <u>Qualified</u> | | | | | | | | |
| 1st year of experience Grade 3 | Step II | 449.25 | 24.75(2 x 12.37) | 461.60 | 474.00 | 482.00 | 482.00 | 492.00 | 504.00 |
| 2nd year of experience Grade 4 | Step III | 469.90 | 18.50(2 x 9.25) | 479.15 | 488.40 | 496.40 | 496.40 | 506.40 | 518.40 |
| 3rd year of experience Grade 5 | Step IV | 490.50 | 12.10(1 x 12.10) | 502.60 | 502.60 | 510.60 | 510.60 | 520.60 | 530.60 |
| 4th year of experience Grade 6 | Step V | 497.25 | 19.85(2 x 9.92) | 507.20 | 517.10 | 525.10 | 525.10 | 535.10 | 545.10 |

| EXISTING CLASS-IFICATION | NEW CLASS-IFICATION | CURRENT RATE (INCLUDES 1 ST MRA, 1 ST & 2 ND ASNA) | ADJUST-MENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | July 1999 ASNA 01/08/99 |
|---|--|---|------------------|----------------|----------------|----------------------|----------------|------------------------|-------------------------|
| Support Worker -Assisting with Administration | Support Employee - <u>Unqualified</u> Administering Child Care Assistance & enrolments | | | | | | | | |
| 1st year of experience Grade 1 | Step I | 391.10 | 41.90(3 x 13.95) | 405.05 | 419.00 | 427.00 | 441.00 | 451.00 | 463.00 |
| 2nd year of experience Grade 2 | Step II | 428.25 | 26.75(3 x 8.90) | 437.15 | 446.05 | 454.05 | 463.00 | 473.00 | 485.00 |
| 3rd year of experience Grade 3 | Step III | 449.25 | 26.75(3 x 8.90) | 458.15 | 467.05 | 475.05 | 484.00 | 494.00 | 506.00 |
| 4th year of experience Grade 4 | Step IV | 469.90 | 27.10(3 x 9.00) | 478.90 | 487.90 | 495.90 | 505.00 | 515.00 | 525.00 |

| EXISTING CLASSIFICATION | NEW CLASSIFICATION | CURRENT RATE (INCLUDES 1 ST MRA, 1 ST & 2 ND ASNA) | ADJUSTMENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | July 1999 ASNA 01/08/99 |
|---|---|---|------------------|----------------|----------------|----------------------|----------------|------------------------|-------------------------|
| Support Worker -Assisting with Administration | Support Employee - <u>Unqualified</u> Administering Child Care Assistance, enrolments and/or Bookeeping, Finances | | | | | | | | |
| 1st year of experience Grade 1 | Step II | 391.10 | 63.90(3 x 21.30) | 412.40 | 433.70 | 441.70 | 463.00 | 473.00 | 485.00 |
| 2nd year of experience Grade 2 | Step III | 428.25 | 47.75(3 x 15.92) | 444.15 | 460.05 | 468.05 | 484.00 | 494.00 | 506.00 |
| 3rd year of experience Grade 3 | Step IV | 449.25 | 47.75(3 x 15.92) | 465.15 | 481.05 | 489.05 | 505.00 | 515.00 | 525.00 |
| 4th year of experience Grade 4 | Step V | 469.90 | 33.10(3 x 11.03) | 480.90 | 491.95 | 499.95 | 511.00 | 521.50 | 531.50 |

| EXISTING CLASSIFICATION | CLASSIFICATION | NEW CLASSIFICATION | CURRENT RATE (INCLUDES 1ST MRA, 1ST & 2ND ASNA) | ADJUSTMENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | July 1999 ASNA 01/08/99 |
|---|--|---------------------------|---|-------------------|-----------------------|-----------------------|-----------------------------|-----------------------|-------------------------------|--------------------------------|
| Support Worker -Assisting with Administration | Support Employee - <u>Qualified</u> | | | | | | | | | |
| 1st year of experience Grade 1 | Step III | | 391.10 | 84.90(3 x 28.30) | 419.40 | 447.70 | 455.70 | 484.00 | 494.00 | 506.00 |
| 2nd year of experience Grade 2 | Step IV | | 428.25 | 68.75(3 x 22.92) | 451.15 | 474.05 | 482.05 | 505.00 | 515.00 | 525.00 |
| 3rd year of experience Grade 3 | Step V | | 449.25 | 53.75(3 x 17.92) | 467.15 | 485.05 | 493.05 | 511.00 | 521.00 | 531.00 |
| 4th year of experience Grade 4 | Step VI | | 469.90 | 47.20(3 x 15.73) | 485.60 | 501.35 | 509.35 | 525.10 | 535.10 | 545.10 |

| EXISTING CLASS-IFICATION | NEW CLASS-IFICATION | CURRENT RATE (INCLUDES MRA, 1 ST & 2 ND ASNA) | ADJUST-MENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | July 1999 ASNA 01/08/99 |
|---|-------------------------------|---|------------------|----------------|----------------|----------------------|----------------|------------------------|-------------------------|
| Family Day Care Assistant Co-ordinators | Assistant Co-ordinator(Field) | | | | | | | | |
| Grade 1 | Step I | 464.40 | 24.00(3 x 8) | 472.40 | 480.40 | 488.40 | 496.40 | 506.40 | 518.40 |
| Grade 2 | Step II | 487.30 | 23.00(3 x 7.67) | 495.00 | 502.65 | 510.65 | 518.30 | 628.30 | 638.30 |
| Grade 3 | Step III | 510.20 | 23.05(3 x 7.68) | 517.90 | 525.55 | 533.55 | 541.25 | 551.25 | 561.25 |
| Grade 4 | Step IV | 533.20 | 23.30(3 x 7.77) | 540.95 | 548.70 | 556.70 | 564.50 | 574.50 | 584.50 |
| Grade 5 | Step V | 556.50 | 24.30(3 x 8.10) | 564.60 | 572.70 | 580.70 | 588.80 | 598.80 | 608.80 |
| Grade 6 | Step VI | 580.75 | 24.40(3 x 8.13) | 588.90 | 597.00 | 605.00 | 613.15 | 623.15 | 633.15 |
| Grade 7 | Step VII | 605.05 | 24.40(3 x 8.13) | 613.20 | 621.30 | 629.30 | 637.45 | 647.45 | 657.45 |
| Grade 8 | Step VIII | 629.40 | 13.20(2 x 6.60) | 636.00 | 642.60 | 650.60 | 650.60 | 660.60 | 670.60 |
| | Step IX | 629.40 | 44.60(3 x 14.87) | 644.25 | 659.10 | 667.10 | 682.00 | 692.00 | 702.00 |

| EXISTING CLASS-IFICATION | NEW CLASS-IFICATION | CURRENT RATE (INCLUDES 1ST MRA, 1ST & 2ND ASNA) | ADJUST-MENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | July 1999 ASNA 01/08/99 |
|--|--|---|--------------------|-----------------------|-----------------------|-----------------------------|-----------------------|-------------------------------|--------------------------------|
| Family Day Care Co-ordinator Untrained | Scheme Co-ordinator Grade 12 or 3 Year Trained | | | | | | | | |
| Grade 1 | Step I | 543.40 | 68.70(3 x 22.90) | 566.30 | 589.20 | 597.20 | 620.10 | 630.10 | 640.10 |
| Grade 2 | Step II | 566.70 | 75.90(3 x 25.30) | 592.00 | 617.30 | 625.30 | 650.60 | 660.60 | 670.60 |
| Grade 3 | Step III | 591.00 | 83.00(3 x 27.67) | 618.65 | 646.30 | 654.30 | 682.00 | 692.00 | 702.00 |
| Grade 4 | Step IV | 615.30 | 86.20(3 x 28.73) | 644.00 | 672.75 | 680.75 | 709.50 | 719.50 | 729.50 |

| EXISTING CLASS-IFICATION | NEW CLASS-IFICATION | CURRENT RATE (INCLUDES 1ST MRA, 1ST & 2ND ASNA) | ADJUST-MENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | July 1999 ASNA 01/08/99 |
|---|--|---|--------------------|-----------------------|-----------------------|-----------------------------|-----------------------|-------------------------------|--------------------------------|
| Family Day Care Co-ordinator 2 Year Trained | Scheme Co-ordinator Grade 12 or 3 Year Trained | | | | | | | | |
| Grade 2 | Step 1 | 566.70 | 45.40(3 x 15.13) | 581.80 | 596.95 | 604.95 | 620.10 | 630.10 | 640.10 |
| Grade 3 | Step II | 591.00 | 51.60(3 x 17.20) | 608.20 | 625.40 | 633.40 | 650.60 | 660.60 | 670.60 |
| Grade 4 | Step III | 615.30 | 58.70(3 x 19.57) | 634.85 | 654.40 | 662.40 | 682.00 | 692.00 | 702.00 |
| Grade 5 | Step IV | 639.65 | 61.85(3 x 20.62) | 660.25 | 680.90 | 688.90 | 709.50 | 719.50 | 729.50 |

| EXISTING CLASS-IFICATION | NEW CLASS-IFICATION | CURRENT RATE (INCLUDES 1ST MRA, 1ST & 2ND ASNA) | ADJUST-MENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | |
|---|--|---|--------------------|-----------------------|-----------------------|-----------------------------|-----------------------|-------------------------------|--------|
| Family Day Care Co-ordinator 3rd Year Trained | Scheme Co-ordinator Grade 12 or 3 Year Trained | | | | | | | | |
| Grade 4 | Step I | 615.30 | No Reduction | 612.10(3.20 Supp) | 612.10(3.20 Supp) | 620.10 | 620.10 | 630.10 | 640.10 |
| Grade 5 | Step II | 639.65 | 2.95(1 x 2.95) | 642.60 | 642.60 | 650.60 | 650.60 | 660.60 | 670.60 |
| Grade 6 | Step III | 663.95 | 10.05(1 x 10.05) | 674.00 | 674.00 | 682.00 | 682.00 | 692.00 | 702.00 |
| Grade 7 | Step IV | 688.30 | 13.20(1 x 13.20) | 701.50 | 701.50 | 709.50 | 709.50 | 719.50 | 729.50 |

| EXISTING CLASS-IFICATION | NEW CLASS-IFICATION | CURRENT RATE (INCLUDES 1ST MRA, 1ST & 2ND ASNA) | ADJUST-MENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | July 1999 ASNA 01/08/99 |
|---|---|---|--------------------|-----------------------|-----------------------|-----------------------------|-----------------------|-------------------------------|--------------------------------|
| Family Day Care Co-ordinator 4 Year Trained | Scheme Co-ordinator Grade 14 Year Trained | | | | | | | | |
| Grade 6 | Step III | 663.95 | 10.05(1 x 10.05) | 674.00 | 674.00 | 682.00 | 682.00 | 692.00 | 702.00 |
| Grade 7 | Step IV | 688.30 | 13.20(1 x 13.20) | 701.50 | 701.50 | 709.50 | 709.50 | 719.50 | 729.50 |
| Grade 8 | Step V | 712.60 | 3.70(1 x 3.70) | 716.30 | 716.30 | 724.30 | 724.30 | 734.30 | 744.30 |
| Grade 9 | Step V1 | 736.95 | 17.65(2 x 8.82) | 745.80 | 754.60 | 762.60 | 762.60 | 772.60 | 782.60 |

| EXISTING CLASS-IFICATION | NEW CLASS-IFICATION | CURRENT RATE (INCLUDES 1ST MRA, 1ST & 2ND ASNA) | ADJUST-MENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | July 1999 ASNA 01/08/99 |
|--|--|---|--------------------|-----------------------|-----------------------|-----------------------------|-----------------------|-------------------------------|--------------------------------|
| Family Day Care Co-ordinator Untrained | Scheme Co-ordinator Grade 22 or 3 Year Trained | | | | | | | | |
| Grade 1 | Step III | 543.40 | 130.60(3 x 43.53) | 586.90 | 630.45 | 638.45 | 682.00 | 692.00 | 702.00 |
| Grade 2 | Step IV | 566.70 | 134.80(3 x 44.93) | 611.60 | 656.55 | 664.55 | 709.50 | 719.50 | 729.50 |
| Grade 3 | Step V | 591.00 | 125.30(3 x 41.77) | 632.75 | 674.50 | 682.50 | 724.30 | 734.30 | 744.30 |
| Grade 4 | Step VI | 615.30 | 139.30(3 x 46.43) | 661.70 | 708.10 | 716.10 | 762.60 | 772.60 | 782.60 |

| EXISTING CLASS-IFICATION | NEW CLASS-IFICATION | CURRENT RATE (INCLUDES 1ST MRA, 1ST & 2ND ASNA) | ADJUST-MENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | July 1999 ASNA 01/08/99 |
|--|--|---|--------------------|-----------------------|-----------------------|-----------------------------|-----------------------|-------------------------------|--------------------------------|
| Family Day Care Co-ordinator2 Year Trained | Scheme Co-ordinator Grade 22 or 3 Year Trained | | | | | | | | |
| Grade 2 | Step III | 566.70 | 107.30(3 x 35.77) | 602.45 | 638.20 | 646.20 | 682.00 | 692.00 | 702.00 |
| Grade 3 | Step IV | 591.00 | 110.50(3 x 36.83) | 627.80 | 664.65 | 672.65 | 709.50 | 719.50 | 729.50 |
| Grade 4 | Step V | 615.30 | 101.00(3 x 33.67) | 648.95 | 682.60 | 690.60 | 724.30 | 734.30 | 744.30 |
| Grade 5 | Step VI | 639.65 | 114.95(3 x 38.32) | 678.00 | 716.30 | 724.30 | 762.60 | 772.60 | 782.60 |

| EXISTING CLASS-IFICATION | NEW CLASS-IFICATION | CURRENT RATE (INCLUDES 1ST MRA, 1ST & 2ND ASNA) | ADJUST-MENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | July 1999 ASNA 01/08/99 |
|---|--|---|--------------------|-----------------------|-----------------------|-----------------------------|-----------------------|-------------------------------|--------------------------------|
| Family Day Care Co-ordinator 3 Year Trained | Scheme Co-ordinator Grade 22 or 3 Year Trained | | | | | | | | |
| Grade 4 | Step III | 615.30 | 58.70(3 x 19.57) | 634.85 | 654.40 | 662.40 | 682.00 | 692.00 | 702.00 |
| Grade 5 | Step IV | 639.65 | 61.85(3 x 20.62) | 660.25 | 680.90 | 688.90 | 709.50 | 719.50 | 729.50 |
| Grade 6 | Step V | 663.95 | 52.35(3 x 17.45) | 681.40 | 698.85 | 706.85 | 724.30 | 734.30 | 744.30 |
| Grade 7 | Step VI | 688.30 | 66.30(3 x 22.10) | 710.40 | 732.50 | 740.50 | 762.60 | 772.60 | 782.60 |

| EXISTING CLASS-IFICATION | NEW CLASS-IFICATION | CURRENT RATE (INCLUDES 1ST MRA, 1ST & 2ND ASNA) | ADJUST-MENT | 2ND MRA 1/7/95 | 3RD MRA 1/1/96 | 3RD ASNA \$8 25/5/96 | 4TH MRA 1/7/96 | 4TH ASNA \$10 13/11/97 | July 1999 ASNA 01/08/99 |
|---|---|---|--------------------|-----------------------|-----------------------|-----------------------------|-----------------------|-------------------------------|--------------------------------|
| Family Day CareCo-ordinator4 Year Trained | Scheme Co-ordinator Grade 24 Year Trained | | | | | | | | |
| Grade 6 | Step IV | 663.95 | 37.55(3 x 12.51) | 676.45 | 689.00 | 697.00 | 709.50 | 719.50 | 729.50 |
| Grade 7 | Step V | 688.30 | 28.00(3 x 9.33) | 697.60 | 706.95 | 714.95 | 724.30 | 734.30 | 744.30 |
| Grade 8 | Step VI | 712.60 | 42.00(3 x 14.00) | 726.60 | 740.60 | 748.60 | 762.60 | 772.60 | 782.60 |
| Grade 9 | Step VII | 736.95 | 46.05(3 x 15.35) | 752.30 | 767.65 | 775.65 | 791.00 | 801.00 | 811.00 |
| Grade 10 | Step VIII | 761.30 | 21.70(3 x 10.85) | 772.15 | 783.00 | 791.00 | 791.00 | 801.00 | 811.00 |

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

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

VARIATION RECORD

FAMILY DAY CARE CO-ORDINATORS' AND ASSISTANTS' AWARD 1985

NO. A 16 OF 1985

Delivered 05/05/86 at 66 WAIG 857

Consolidated 93(6) 21/10/93 at 73 WAIG 3077

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

1. Title

(1A. State Wage Principles)

| | | | |
|----------|---------|----------|-------------|
| Ins. Cl. | 1752/91 | 31/01/92 | 72 WAIG 191 |
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| | | | |
|-------------|---------|----------|-------------|
| Cl. & Title | 1457/93 | 24/12/93 | 74 WAIG 198 |
|-------------|---------|----------|-------------|

(1A. State Wage Principles December 1993)

| | | | |
|-------------|--------|----------|------------|
| Cl. & Title | 985/94 | 30/12/94 | 75 WAIG 23 |
|-------------|--------|----------|------------|

(1A. Statement of Principles December 1994)

| | | | |
|-------------|---------|----------|-------------|
| Cl. & Title | 1164/95 | 21/03/96 | 76 WAIG 911 |
|-------------|---------|----------|-------------|

(1A. Statement of Principles March 1996)

| | | | |
|------------|--------|---------|--------------|
| Cl & Title | 915/96 | 7/08/96 | 76 WAIG 3368 |
|------------|--------|---------|--------------|

(1A Statement of Principles - August 1996)

| | | | |
|------------|--------|----------|--------------|
| Cl & Title | 940/97 | 14/11/97 | 77 WAIG 3177 |
|------------|--------|----------|--------------|

(1A. Statement of Principles - November 1997)

| | | | |
|------------|--------|----------|--------------|
| Cl & Title | 757/98 | 12/06/98 | 78 WAIG 2579 |
|------------|--------|----------|--------------|

(1A. Statement of Principles – June, 1998)

| | | | |
|--------|--------|----------|--------------|
| Del Cl | 609/99 | 06/07/99 | 79 WAIG 1847 |
|--------|--------|----------|--------------|

1B. Minimum Adult Award Wage

| | | | |
|----------|---------|----------|------------------------|
| Ins. Cl. | 1068/98 | 17/07/98 | 79 WAIG 57 |
| New Prov | 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 & 2215 |
| (9) | 1197/03 | 1/11/03 | 83 WAIG 3537 |
| Cl. | 570/04 | 4/06/04 | 84 WAIG 1521 |
| Cl. | 576/05 | 07/07/05 | 85 WAIG 2083, 2419 |
| Cl. | 957/05 | 07/07/06 | 86 WAIG 1631 & 1953 |
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 1839 |
| Cl. | 115/07 | 01/07/08 | 88 WAIG 773 & 1095 |
| Cl. | 1/09 | 01/10/09 | 89 WAIG 735 & 1520 |
| Cl. | 2/10 | 01/07/10 | 90 WAIG 568 & 990 |
| Cl. | 2/11 | 01/07/11 | 91 WAIG 1008 & 1403 |
| Cl. | 2/12 | 01/07/12 | 92 WAIG 1193 |
| Cl. | 1/13 | 01/07/13 | 93 WAIG 865 |
| Cl. | 1/14 | 01/07/14 | 94 WAIG 1085 |
| Cl. | 1/15 | 01/07/15 | 95 WAIG 1072 |
| Cl. | 1/16 | 01/07/16 | 96 WAIG 922 |

| | | | |
|-----|------|----------|-----------------------|
| Cl. | 1/17 | 01/07/17 | 97 WAIG 989 |
| Cl. | 1/18 | 01/07/18 | 98 WAIG 263 & 700 |
| Cl | 1/19 | 01/07/19 | 99 WAIG 509 & 1022 |

2. Arrangement

| | | | |
|--|----------------|----------|--------------|
| Ins. 2A | 994/88 | 14/9/88 | 69 WAIG 1555 |
| Ins. 26. | 1482/88 | 1/1/89 | 69 WAIG 2416 |
| 2A. Del. | 1940/89 | 8/9/89 | 69 WAIG 2913 |
| Ins.2A | 1699/89 | 01/07/89 | 69 WAIG 3547 |
| 2A; Ins. 27 | 1427/91 | 17/12/91 | 72 WAIG 306 |
| Ins. 1A | 1752/91 | 31/01/92 | 72 WAIG 191 |
| Del. Appen. I, Ins Sch A & Sch B | 523/93 | 05/05/93 | 73 WAIG 1654 |
| 1A. Title | 1457/93 | 24/12/93 | 74 WAIG 198 |
| 1A. Title | 985/94 | 30/12/94 | 75 WAIG 23 |
| 1A. Title | 1164/95 | 21/03/96 | 76 WAIG 911 |
| Ins. 17; Re- numb 17 to 27 as 18 to 28; Ins. Schedule C | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |
| Ins. Appendix – Resolution... | 693/96 | 16/07/96 | 76 WAIG 2768 |
| Ins. Appendix – S.49B... | 694/96 | 16/07/96 | 76 WAIG 2789 |
| 1A. Title | 915/96 | 7/08/96 | 76 WAIG 3368 |
| 1A | 940/97 | 14/11/97 | 77 WAIG 3177 |
| Ins. 29 | 242/98 | 20/05/98 | 78 WAIG 2438 |
| 1A | 757/98 | 12/06/98 | 78 WAIG 2579 |
| Ins. 1B | 1068/98 | 17/07/98 | 79 WAIG 57 |

| | | | |
|--------|--------|----------|--------------|
| Del 1A | 609/99 | 06/07/99 | 79 WAIG 1847 |
|--------|--------|----------|--------------|

(2A. State Wage Principles – September 1988)

| | | | |
|----------|--------|---------|--------------|
| Ins. Cl. | 994/88 | 14/9/88 | 69 WAIG 1555 |
|----------|--------|---------|--------------|

| | | | |
|------------------|---------|--------|--------------|
| Del. Cl. & Title | 1940/89 | 8/9/89 | 69 WAIG 2913 |
|------------------|---------|--------|--------------|

(2A. State Wage Principles – September, 1989)

| | | | |
|----------|---------|----------|--------------|
| Ins. Cl. | 1699/89 | 01/07/89 | 69 WAIG 3547 |
|----------|---------|----------|--------------|

| | | | |
|------------------|---------|----------|-------------|
| Del. Cl. & Title | 1427/91 | 17/12/91 | 72 WAIG 306 |
|------------------|---------|----------|-------------|

2A. State Wage Principles – June 1991

| | | | |
|------------------|---------|----------|-------------|
| Ins. Cl. & Title | 1427/91 | 17/12/91 | 72 WAIG 306 |
|------------------|---------|----------|-------------|

3. Area

4. Scope

| | | | |
|-----|----------------|----------|--------------|
| Cl. | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |
|-----|----------------|----------|--------------|

5. Term

6. Definitions

| | | | |
|-------------------------------|----------------|----------|--------------|
| Del.(1)-(4) & ins. (1)&(2) | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |
|-------------------------------|----------------|----------|--------------|

7. Hours

8. Work Outside Ordinary Hours

9. Holidays

10. Public Holidays

| | | | |
|----------|------------|----------|--------------|
| Ins. (5) | 152/90(R2) | 09/07/90 | 70 WAIG 2691 |
|----------|------------|----------|--------------|

11. Sick Leave

12. Contract of Service

| | | | |
|----------|---------|----------|-------------|
| Ins. (3) | 1427/91 | 17/12/91 | 72 WAIG 306 |
|----------|---------|----------|-------------|

13. Part Time Employees

14. Long Service Leave

15. Payment of Salaries

16. Salaries

| | | | |
|-------------|------------|----------|--------------|
| Cl. | 994/88 | 30/9/88 | 69 WAIG 1555 |
| (1) | 670/88 | 1/11/88 | 69 WAIG 2723 |
| Cl. | 1405/89R | 09/01/90 | 70 WAIG 386 |
| Cl. | 152/90(R2) | 09/07/90 | 70 WAIG 2691 |
| Cl. | 1530/90 | 01/07/91 | 71 WAIG 2086 |
| (1);(2);(3) | 1427/91 | 17/12/91 | 72 WAIG 306 |

| | | | |
|-------------------------------------|----------------|----------|------------------------|
| (1);(3) | 1575/93 | 31/01/94 | 74 WAIG 923 |
| (1)(a),(c),(3),ins. (10) & (11) | 1136/94 | 25/05/95 | 75 WAIG 2174 |
| Cl. | 340/96&1650/91 | 01/07/96 | 76 WAIG 2808 |
| Rates & Ins. Text | 940/97 | 14/11/97 | 77 WAIG 3177 |
| Date preamble | 940/97 | 14/11/97 | 77 WAIG 3177 |
| (1) & (9) | 1068/98 | 17/07/98 | 79 WAIG 57 |
| (1)(a)-(d) Rates & Ins Text (11) | 609/99 | 01/08/99 | 79 WAIG 1847 |
| Cl. | 654/00 | 01/08/00 | 80 WAIG 3379 |
| Cl. | 752/01 | 01/08/01 | 81 WAIG 1721 |
| (1) 9a), (b)b, (c), (d) & (e) | 797/02 | 01/08/02 | 82 WAIG 1369 |
| Cl. | 569/03 | 5/06/03 | 83 WAIG 1899 & 2215 |
| Cl | 570/04 | 4/06/04 | 84 WAIG 1521 & 1748 |
| Cl. | 576/05 | 07/07/05 | 85 WAIG 2083, 2419 |
| Cl. | 957/05 | 07/07/06 | 86 WAIG 1631 & 1953 |
| Cl. | 1/07 | 01/07/07 | 87 WAIG 1487 & 1839 |
| Cl. | 115/07 | 01/07/08 | 88 WAIG 773 &1095 |
| Cl. | 1/09 | 01/10/09 | 89 WAIG 735 & 1520 |
| Cl. | 2/10 | 01/07/10 | 90 WAIG 568 & 990 |
| Cl. | 2/11 | 01/07/11 | 91 WAIG 1008 & 1403 |
| Cl. | 2/12 | 01/07/12 | 92 WAIG 1193 |
| Cl. | 1/13 | 01/07/13 | 93 WAIG 865 |
| Cl. | 1/14 | 01/07/14 | 94 WAIG 1085 |
| Cl. | 1/15 | 01/07/15 | 95 WAIG 1072 |
| Cl. | 1/16 | 01/07/16 | 96 WAIG 922 |

| | | | |
|-----|------|----------|-----------------------|
| Cl. | 1/17 | 01/07/17 | 97 WAIG 989 |
| Cl. | 1/18 | 01/07/18 | 98 WAIG 263 & 700 |
| Cl | 1/19 | 01/07/19 | 99 WAIG 509 & 1022 |

17. Classification Definitions and Skill Description

| | | | |
|---------|----------------|----------|--------------|
| Ins. cl | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |
|---------|----------------|----------|--------------|

(17. Short Leave)

| | | | |
|--------------|----------------|----------|--------------|
| Re-number cl | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |
|--------------|----------------|----------|--------------|

18. Short Leave

(18. District Allowance)

| | | | |
|--------------|----------------|----------|--------------|
| (3), (4) | 1247/86 | 3/3/87 | 67 WAIG 1177 |
| (6) | 545/87 | 6/8/87 | 67 WAIG 1594 |
| Cl. | 1515/88 | 28/7/89 | 69 WAIG 2072 |
| Cl. | 1057/94 | 01/01/95 | 75 WAIG 1641 |
| Re-number cl | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |

19. District Allowance)

(19. Maternity Leave

| | | | |
|--------------|----------------|----------|--------------|
| Re-number cl | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |
|--------------|----------------|----------|--------------|

20. Maternity Leave

(20. Fares and Travelling Allowance)

| | | | |
|------------------|----------------|----------|--------------|
| Cl. | 926/88 | 17/2/89 | 69 WAIG 1554 |
| Corr. order | 926/88 | 17/2/89 | 69 WAIG 1759 |
| Cl. | 1699/89 | 01/07/89 | 69 WAIG 3547 |
| (2) Sched. 1 & 2 | 152/90(R2) | 09/07/90 | 70 WAIG 2691 |
| Corr. order | 152/90(R2) | 09/07/90 | 70 WAIG 4192 |
| Re-number cl | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |

21. Fares and Travelling Allowance

| | | | |
|--------|----------|----------|--------------|
| (2)(c) | 1423/96 | 12/11/96 | 77 WAIG 239 |
| (2)(c) | 1068A/98 | 16/07/99 | 79 WAIG 2223 |
| (2)(c) | 691/00 | 16/11/00 | 80 WAIG 5578 |
| (2)(c) | 993/01 | 8/1/02 | 82 WAIG 272 |
| (2)(c) | 1022/02 | 28/01/03 | 83 WAIG 701 |
| (2)(c) | 695/03 | 11/3/05 | 85 WAIG 1163 |
| (2)(c) | 72/06 | 02/04/07 | 87 WAIG 647 |
| (2)(c) | 89/08 | 19/11/08 | 88 WAIG 2281 |

(21. Right of Entry)

| | | | |
|--------------|----------------|----------|--------------|
| Re-number cl | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |
|--------------|----------------|----------|--------------|

22. Right of Entry

| | | | |
|-----------|------------|----------|--------------|
| Ins.Text. | 2053(1)/97 | 22/11/97 | 77 WAIG 3138 |
|-----------|------------|----------|--------------|

(22. Notices)

| | | | |
|--------------|----------------|----------|--------------|
| Re-number cl | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |
|--------------|----------------|----------|--------------|

23. Notices

(23. Time and Wages Record)

| | | | |
|--------------|----------------|----------|--------------|
| Re-number cl | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |
|--------------|----------------|----------|--------------|

24. Time and Wages Record

| | | | |
|-----------------|--------|----------|--------------|
| Ins text.(3)(a) | 491/98 | 16/04/98 | 78 WAIG 1471 |
|-----------------|--------|----------|--------------|

(24. No Reduction)

| | | | |
|--------------|----------------|----------|--------------|
| Re-number cl | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |
|--------------|----------------|----------|--------------|

25. No Reduction

(25. Leave Reserved)

| | | | |
|--------------|----------------|----------|--------------|
| Re-number cl | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |
|--------------|----------------|----------|--------------|

26. Leave Reserved

(26. Superannuation)

| | | | |
|----------|---------|--------|--------------|
| Ins. Cl. | 1482/88 | 1/1/89 | 69 WAIG 2416 |
|----------|---------|--------|--------------|

| | | | |
|--------------|----------------|----------|--------------|
| Re-number cl | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |
|--------------|----------------|----------|--------------|

27. Superannuation

| | | | |
|-----------|--------|----------|--------------|
| Ins. Text | 599/98 | 30/06/98 | 78 WAIG 2559 |
|-----------|--------|----------|--------------|

| | | | |
|-----|---------|----------|-------------|
| (2) | 1022/02 | 28/02/03 | 83 WAIG 701 |
|-----|---------|----------|-------------|

(27. Award Modernisation and Enterprise Consultation)

| | | | |
|--------------|----------------|----------|--------------|
| Ins. Cl. | 1427/91 | 17/12/91 | 72 WAIG 306 |
| Re-number cl | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |

28. Award Modernisation and Enterprise Consultation

29. Redundancy

| | | | |
|----------|--------|----------|--------------|
| Ins. Cl. | 242/98 | 20/05/98 | 78 WAIG 2438 |
|----------|--------|----------|--------------|

Appendix - Resolution of Disputes Requirement

| | | | |
|-------------------|---------|----------|--------------|
| Ins. Appendix | 693/96 | 16/07/96 | 76 WAIG 2768 |
| (1),(6), Del. (7) | 2053/97 | 22/11/97 | 77 WAIG 3138 |

SCHEDULE A - Parties to the Award

| | | | |
|----------|----------|----------|--------------|
| Ins. Sch | 523/93 | 05/05/93 | 73 WAIG 1654 |
| Sch | 1068A/98 | 16/07/99 | 79 WAIG 2223 |
| Sch. | 691/00 | 16/11/00 | 80 WAIG 5578 |

(APPENDIX I - SCHEDULE OF RESPONDENTS)

| | | | |
|-------------|--------|----------|--------------|
| Rename App. | 523/93 | 05/05/93 | 73 WAIG 1654 |
|-------------|--------|----------|--------------|

SCHEDULE B - RESPONDENTS

SCHEDULE C - Family Day Care Co-ordinators and Assistants Award Implementation of Minimum Rates Adjustment and 3rd Arbitrated Safety Net Adjustment

| | | | |
|-------------|----------------|----------|--------------|
| Ins. Sched. | 340/96&1650/91 | 25/05/96 | 76 WAIG 2808 |
| Rates | 940/97 | 14/11/97 | 77 WAIG 3177 |
| Del. Text. | 1068/98 | 17/07/98 | 79 WAIG 57 |

| | | | |
|-------|--------|----------|--------------|
| Rates | 609/99 | 01/08/99 | 79 WAIG 1847 |
|-------|--------|----------|--------------|

Appendix - S.49B - Inspection of Records Requirements

| | | | |
|---------------|--------|----------|--------------|
| Ins. Appendix | 694/96 | 16/07/96 | 76 WAIG 2789 |
|---------------|--------|----------|--------------|

| | | | |
|---------------|---------|----------|--------------|
| (1) ins. Text | 2053/97 | 22/11/97 | 77 WAIG 3138 |
|---------------|---------|----------|--------------|

| | | | |
|------|--------|----------|--------------|
| App. | 491/98 | 16/04/98 | 78 WAIG 1471 |
|------|--------|----------|--------------|