

Government Officers (State Government Insurance Commission) Award 1987 No. PSAA 21 of 1986

1. - TITLE

This Award shall be known as the Government Officer (State Government Insurance Commission) Award, 1987.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No adult employee 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 adult employees is \$504.40 per week payable on and from 7 July 2006.
- (3) The minimum adult award wage is deemed to include all arbitrated safety net adjustments from State Wage Case decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Juniors shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- (6)
 - (a) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate.
 - (b) Liberty to apply is reserved in relation to any special categories of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (7) 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.
- (8) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for adult employees payable under the 2006 General Order Wage Case Decision. Any increase arising from the insertion of the adult 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 adult minimum wage.

- (9) Adult Apprentices
- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or over, shall not be paid less than \$421.70 per week.
 - (b) The rate paid in paragraph (a) above is payable on superannuation and during any period of paid leave prescribed by this Award.
 - (c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
 - (d) Nothing in this clause shall operate to reduce the rate of pay fixed by this award for an adult apprentice in force immediately prior to 5 June 2003.

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3. - AREA OF OPERATION

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

4. - SCOPE

This Award shall apply to all Government Officers employed by the Employer and to the Employer employing such officers, except those officers whose salaries or salary ranges are determined or recommended pursuant to the *Salaries and Allowances Act 1975* and who do not occupy offices for which the remuneration is determined by an Act of Parliament to be a fixed rate, or is determined or to be determined by the Governor pursuant to the provisions of any Act of Parliament.

5. - TERM OF AWARD

This term of this Award shall be for a period of one year from the date hereof.

6. - DEFINITIONS

“De facto partner” means a relationship (other than a legal marriage) between two persons who live together in a ‘marriage-like’ relationship and includes same sex partners.

“Employee” means every employee appointed under the provisions of the Insurance Commission of Western Australia Act 1986.

"Employer" shall mean the Insurance Commission of Western Australia and shall include such senior employees as the Employer authorises from time to time to act on its behalf.

“Partner” means either spouse or de facto partner.

“Spouse” means a person who is lawfully married to that person.

“The Act” means – The Industrial Relations Act 1979 as amended.

“Union” means the Civil Service Association of Western Australia Incorporated (The Association).

7. - CONTRACT OF SERVICE

- (1) No employee shall leave the employ of the Employer until the expiration of one month's written notice of his/her intention to do so without the approval of the Employer.

- (2) One month's written notice shall be given by the Employer to an employee whose services are no longer required. Provided that the Employer may pay the employee one month's salary in lieu of said notice.
- (3) The Employer may summarily dismiss an employee deemed guilty of gross misconduct or neglect of duty and the employee shall not be entitled to any notice or payment in lieu of notice.
- (4) An employee, having attained the age of 55 years shall be entitled to retire from the employ of the Employer.

8. - CERTIFICATE OF SERVICE

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

9. - CONDITIONS OF EMPLOYMENT

The Employer and the Association shall ensure, as far as practicable, that employees covered by this Award shall be entitled to the same conditions of employment as permanent employees in the Western Australian State Public Service.

10. - PART-TIME EMPLOYMENT

- (1) Definitions
 - (a) Part-time employment is defined as regular and continuing employment of less than 37.5 hours per week.
- (2) Part-Time Agreement
 - (a) Each part-time arrangement shall be confirmed in writing and shall include the agreed period of the arrangement, and the agreed hours of duty in accordance with subclause (3) of this clause.
 - (b) The conversion of a full-time employee to part-time employment can only be implemented with the written consent or by written request of that employee. No employee may be converted to part-time employment without the employee's prior agreement.
- (3) The Hours of Duty will be in accordance with Clause 15. Hours of Duty of this award, including flexible working hours.
 - (a) The Employer shall specify in writing before a part-time employee commences duty, the prescribed weekly and daily hours of duty for the employee including starting and finishing times each day ("ordinary hours").
 - (b) The Employer shall give an employee one (1) month's notice of any proposed variation to that employee's starting and finishing times and/or particular days worked, provided that the Employer shall not vary the employee's total weekly hours of duty without the employee's prior written consent, a copy of which shall be sent to the designated employee at the Association.
 - (c) All variations to an employee's working hours must be agreed to in writing by the part-time employee.

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

- (i) Time worked to 7½ hours on any day is not to be regarded as overtime but an extension of the contract hours for that day and should be paid at the normal rate of pay.
- (ii) Overtime shall not be payable unless the total time worked on any day exceeds 8 hours.
- (iii) Additional days worked, up to a total of five days per week, are also regarded as an extension of the contract and should be paid at the normal rate. Days worked on a Saturday or Sunday are to be paid in accordance with subclause 3 (d) of Clause 36. Overtime of this Award.

(4) Salary and Annual Increments

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

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

- (b) A part-time employee shall be entitled to annual increments in accordance with Clause 13. Annual Performance Based Salary Increments of this Award, subject to meeting the usual performance criteria.
- (a) A part-time employee shall be entitled to the same leave and conditions prescribed in this Award for full time employees.
- (b) Payment to an employee proceeding on accrued annual leave and long service leave shall be calculated on a pro rata basis having regard for any variations to the employee's ordinary working hours during the accrual period.
- (c) Sick leave and any other paid leave shall be paid at the current salary, but only for those hours or days that would normally have been worked had the employee not been on such leave.

(5) Public Holidays

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

(6) Right of Reversion of Employees

- (a) Where a full-time employee is permitted to work part-time for a period no greater than 12 months the employee has a right (upon written application) to revert to full-time hours in the position previously occupied before becoming part time or a position of equal classification as soon as deemed practicable by the Employer, but no later than the expiry of the agreed period.
- (b) The Employer will endeavour to place the employee in a position with similar duties as the full time position previously held by the employee. However, the parties recognise that this is not always possible.
- (c) Where a full-time employee is permitted to work part-time for a period greater than 12 months that employee may apply to revert to full-time hours in the position previously occupied before becoming part time or a position of equal classification, but only as soon as is deemed practicable by the Employer. This should not prevent the transfer of the employee to another full-time position at a salary commensurate to his or her previous full-time position. The Employer will endeavour to place the employee in a position with similar duties as the full time position previously held by the employee. However, the parties recognise that this is not always possible.

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

11. - SALARIES

- (1) Subject to Clause 14. Traineeships, the annual salaries of Employees covered by this Award shall be those contained at Schedule A.
- (2) Payment of Salaries
- (a) Salaries shall be paid fortnightly but, where the usual payday falls on a public holiday, payment shall be made on the previous working day.
 - (b) Dividing the annual salary by 313 and multiplying the result by 12 shall compute a fortnight's salary.
 - (c) The hourly rate shall be computed as one seventy-fifth of the fortnight's salary.
 - (d) Salaries shall be paid by direct funds transfer to the credit of an account nominated by the employee at a bank, building society or credit union approved by the Employer.
 - (e) Provided that where such form of payment is impracticable or where some exceptional circumstances exist, and by agreement between the Employer and the Association, payment by cheque may be made.
- (3) Arbitrated Safety Net Adjustments
- (a) The rates of pay in this Award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.
 - (b) These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.
 - (c) Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

12. - EXPIRED GENERAL AGREEMENT SALARIES

- (1) No-Disadvantage Test
- (a) Expired General Agreement salary rates as amended from time to time are incorporated in this Award at Schedule D. These rates are not to be subject to arbitrated safety net adjustments and unless otherwise specified are only for the purpose of the no-disadvantage test as defined at s.97VS Industrial Relations Act 1979.
 - (b) Notwithstanding the above if the salary rates within the Award at Schedule A is higher than those expressed at Schedule D, the former rates shall be utilised for the purpose of the no-disadvantage test under the Industrial Relations Act 1979.
- (2) Salary Based Allowances
- All salary based allowances specified within this Award will be calculated on the salary rate as specified at Schedule D of this Award or the applicable Award salary rate as specified at Schedule A of this Award which ever is the higher.

13. - ANNUAL PERFORMANCE BASED SALARY INCREMENTS

- (1) An employee shall qualify for an annual increment in his/her salary, if one is available, subject to:
 - (a) The employee accumulating 12 months' of continuous service with the public sector since last receiving a salary increment; and
 - (b) A satisfactory report in respect of the employee's level of performance, efficiency, diligence and conduct.
- (2) Before any increase in salary is paid, the employee's immediate supervisor shall, no later than 12 months since the employee's last increment, complete a report in respect of the employee's level of performance, based on the most recent Performance Management & Development System Review.
- (3) Where the employer is satisfied with the assessment the increase in salary will be paid. The increment can be deferred or withheld if an employee's performance is considered substandard.
- (4) Where the assessment is adverse to the employee:
 - (a) The assessment shall be brought to the notice of the employee and shall be signed and dated by him/her;
 - (b) If the employee desires to give an explanation for the assessment or give any reasons for disagreeing with the assessment, the employee shall put the explanation or reasons in writing;
 - (c) The Employer shall consider the assessment and the employee's submissions; and
 - (d) The Employer shall notify the employee of the decision within 28 calendar days of receipt of the assessment.
- (5) Where the Employer decides not to pay an increase for a specific period, the Employer shall complete a further assessment before the expiry of that period and the provisions of subclauses 2, 3 and 4 (Annual Performance Based Salary Increments) shall apply.
- (6) The non-payment of an increase will change the normal anniversary date of any further increase to 12 months after the last increase was paid.
- (7) For the purposes of this clause, continuous service, except where an increment is payable due to age, shall not include:
 - (a) Any continuous period exceeding 14 calendar days during which the Employee is absent on leave without pay, in which case the entire period is to be excised;
 - (b) Any continuous period exceeding 6 months during which the Employee is absent on workers' compensation. Only the period which exceeds 6 months is to be excised; and
 - (c) Any continuous period exceeding 3 months during which the Employee is absent on sick leave without pay. Only the period, which exceeds 3 months, is to be excised.

14. - TRAINEESHIPS

- (1) Definitions

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

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

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

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

(2) Traineeships

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

(b) Training Conditions:

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

(c) Employment Conditions:

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

(ii) completion of the traineeship scheme will not guarantee the trainee future employment with the Insurance Commission of Western Australia, but the Employer will cooperate to assist the trainee to be placed in suitable alternative employment within the public sector, should a position arise;

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

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

(v) overtime and shift work shall not be worked by trainees except to enable the requirements of the training to be effected. When overtime and shift work are worked the relevant allowances and penalties of the Award, based on the training wage stated in subclause 2(d) will apply. No trainee shall work overtime or shift work unsupervised.

(d) Wages:

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

- (1) Subject to subclauses (3) and (4) hereof, the ordinary working hours, exclusive of meal intervals shall not exceed thirty seven and a half in any week nor seven and a half in any day. Such hours shall be worked on Monday to Friday between the hours of 7.30 am and 5.30 pm in a spread of not more than eight and a half hours.
- (2) Each meal interval shall be taken between the hours of 12.00 noon and 2.00 pm for full time staff and shall not be less than one-half hour nor more than one hour in duration. An employee shall not be required to work more than five hours on any day without taking a break for a meal interval.
- (3) By agreement between the Employer and the Association, the ordinary hours of work may be arranged to allow the employee to work flexitime and/or to accumulate time off without loss of pay up to one day each fortnight or on some other basis and such extension of daily hours shall not be paid as overtime to the extent of the agreed accumulation.
- (4) Ordinary hours may be worked by way of shifts outside the hours specified in subclause (1) hereof where, pursuant to an agreement between the Employer and the Association, it is permitted.

16. - ANNUAL LEAVE

- (1) Definitions:
 - (a) Accrued leave - is the leave an employee is entitled to from a previous calendar year.
 - (b) Pro-rata leave - is the proportion of leave that an employee is entitled to in the current year, either from the date of commencement, or to the date of cessation.
- (2) Entitlement
 - (a) Each employee is entitled to four weeks paid leave for each year of service. Annual leave shall be calculated on a calendar year basis commencing on January 1 in each year.
 - (b) An employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract or on a part time basis for a period less than 12 months, shall be credited with the same entitlement on a pro-rata basis for the period of the contract.
 - (c) On written application, an employee shall be paid salary in advance when proceeding on annual leave. However, such payment in advance will only be made for full pay periods which occur whilst the employee is on annual leave.
 - (d) To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to accrue and carry forward a maximum of two years annual leave from the date of the entitlement.
- (3) Pro rata Annual Leave
 - (a) Entitlement
 - (i) An employee employed after January 1 is entitled to pro rata annual leave for that year, calculated in accordance with the following formula:

Completed Calendar Months of Service	Pro Rata Annual Leave (Working Days)
1	2
2	3
3	5
4	7
5	8

6	10
7	12
8	13
9	15
10	17
11	18

- (ii) Provided that in the first and last months of an employees service the employee is entitled to pro rata annual leave of one working day for each two completed weeks of service.
- (iii) For the purposes of this paragraph, an employee who commences on the first working day of a month and works for the remainder of the month and an employee who has worked throughout a month and terminates on the last working day of a month shall be regarded as having completed that calendar month of service.

- (b) An employee may take annual leave during the calendar year in which it accrues or anytime thereafter, but the time during which the leave may be taken is subject to the approval of the Employer.
- (c) An employee who has been permitted to proceed on annual leave and who ceases duty before completing the required continuous service to accrue the leave, must refund the value of the unearned pro rata portion, calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of an employee.

(4) Part-time entitlement

A part-time employee shall be granted annual leave in accordance with this clause, however payment to a part-time employee proceeding on annual leave shall be calculated having regard for any variations to the employee's ordinary working hours during the accrual period.

(5) Compaction of Annual Leave

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

(6) Portability

Where an employee immediately prior to being employed by the Insurance Commission of Western Australia was in any Western Australian State body or statutory authority the Employer shall approve portability of accrued and pro rata annual leave entitlements held at the date the employee ceased that previous employment, provided that:

- (i) the employee's employment with the Employer commenced no later than one week after ceasing the previous employment; and
- (ii) the employee was not paid out all or part of the accrued and pro rata annual leave entitlements held at the time of ceasing that previous employment.

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

(8) Leave Loading

- (a) Subject to the provisions of paragraphs (b) and (f) of this subclause, a loading equivalent to 17.5% of normal salary is payable to employees proceeding on annual leave, including accumulated annual leave.
- (b) Maximum Loading
 - (i) Subject to the provisions of paragraph (d) of this subclause the loading is paid on a maximum of four weeks annual leave. Payment of the loading is not made on additional leave granted for any other purpose.
 - (ii) Maximum payment shall not exceed the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding that in which the leave commences.
- (c) Annual leave commencing in any year and extending without a break into the following year attracts the loading calculated on the salary applicable on the day the leave commenced.
- (d) The loading payable on approved accumulated annual leave shall be at the rate applicable at the date the leave is commenced. Under these circumstances an employee can receive up to the maximum loading for the approved accumulated annual leave in addition to the loading for the current year's entitlement.
- (e) A pro rata loading is payable on periods of approved annual leave less than four weeks.
- (f) The loading is calculated on the rate of the normal fortnightly salary including any allowances, which are paid as a regular fortnightly or annual amount. Any allowance paid to an employee for undertaking additional or higher level duties is only included if the allowance is payable during that period of normal annual leave as provided in subclauses (6) and (7) of Clause 35. Higher Duties Allowance of this Award.
- (g) Part-time employees shall be paid a proportion of the annual leave loading at the salary rate applicable, provided that the maximum loading payable shall be calculated in accordance with the following:

$$\begin{array}{rcc} \text{Hours of work per} & & \text{Maximum loading in accordance with} \\ \text{fortnight} & \times & \text{subparagraph b(ii) of this subclause} \\ 75 & & 1 \end{array}$$

- (h) An employee who has been permitted to proceed on annual leave and who ceases duty other than by resignation before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion of Leave Loading but no refund is required in the event of the death of an employee.
 - (i) An employee who has been permitted to proceed on annual leave and who resigns must refund the value of the loading paid for leave other than accrued leave.
- (9) Lump Sum Payments
- (a) On application to the Employer, a lump sum payment for the money equivalent of any:
 - (i) accrued annual leave as prescribed by subclause (2) and (4) of this clause shall be made to an employee who resigns, retires, is retired or is dismissed unless the misconduct for which the employee has been dismissed occurred prior to the completion of the qualifying period, or in respect of an employee who dies; and
 - (ii) *pro rata* annual leave shall be made to an employee who resigns, retires, is retired or in respect of an employee who dies, but not an employee who is dismissed.

- (b) In the case of a deceased employee, payment shall be made to the estate of the employee unless the employee is survived by a legal dependant, approved by the Employer, in which case payment shall be made to the legal dependant.
- (c) Where payment in lieu of accrued or pro rata annual leave is made on the death, dismissal, resignation or retirement of an employee, a loading calculated in accordance with the terms of this Clause is to be paid. Provided that no loading shall be payable in respect of pro rata annual leave paid on resignation or where an employee is dismissed for misconduct.

17 - PUBLIC HOLIDAYS

- (1) The following days shall be allowed as holidays with pay:
 - (a) New Year's Day, Australia Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Sovereign's Birthday, Foundation Day, Labour Day, provided that the Employer may approve another day to be taken as a holiday in lieu of any of the above mentioned days.
- (2) When any of the days mentioned in subclause (1) of this clause falls on a Saturday or on a Sunday, the holiday shall be observed on the next succeeding Monday.

When Boxing Day falls on a Sunday or Monday, the holiday shall be observed on the next succeeding Tuesday.

In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

18. - LONG SERVICE LEAVE

- (1) Each employee who has completed a period of 7 years of continuous service shall be entitled to 13 weeks of long service leave on full pay.
- (2) Employees may by agreement with their employer, clear any accrued entitlement to long service leave in minimum periods of one (1) day.
- (3) Each employee is entitled to an additional 13 weeks of long service leave on full pay for each subsequent period of 7 years of continuous service.
- (4) A part-time employee shall have the same entitlement to long service leave, as full time employees however payment made during such periods of long service leave shall be adjusted according to the hours worked by the employee during that accrual period.
- (5) For the purpose of determining an employee's long service leave entitlement, the expression "continuous service" includes any period during which the employee is absent on full pay or part pay from duties, but does not include:
 - (a) any period exceeding two weeks during which the employee is absent on leave without pay or unpaid parental leave, except where leave without pay is approved for the purpose of fulfilling an obligation by the Government of Western Australia to provide staff for a particular assignment external to the Public Sector of Western Australia;
 - (b) any period during which an employee is taking long service leave entitlement or any portion thereof except in the case of subclause (10) when the period excised will equate to a full entitlement of 13 weeks;
 - (c) any service by an employee who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior service has actually entitled the employee to the long service leave under this clause;

- (d) any period of service that was taken into account in ascertaining the amount of a lump sum payment in lieu of long service leave.
- (6) A long service leave entitlement, which fell due prior to March 16, 1988, amounted to three months. A long service leave entitlement, which falls due on or after that date, shall amount to thirteen weeks.
- (7) Any Public Holiday or days in lieu of the repealed public service holidays occurring during an employee's absence on long service leave shall be deemed to be a portion of the long service leave and extra days in lieu thereof shall not be granted.
- (8) The Managing Director may direct an employee to take accrued long service leave and may determine the date on which such leave shall commence. Should the employee not comply with the direction, disciplinary action may be taken against the employee.
- (9) An employee who has elected to retire at or over the age of 55 years and who will complete not less than 12 months continuous service before the date of retirement may make application to the Employer to take pro rata long service leave before the date of retirement, based on continuous service of a lesser period than that prescribed by this clause for a long service entitlement.
- (10) **Compaction of leave**
- (a) An employee who, during an accrual period was subject to variations in ordinary working hours or whose ordinary working hours during the accrual period are less than the employee's ordinary working hours at the time of commencement of long service leave, may elect to take a lesser period of long service leave calculated by converting the average ordinary working hours during the accrual period to the equivalent ordinary hours at the time of commencement of long service leave.
- (b) Notwithstanding subclause (6) of this clause, an employee who has elected to compact an accrued entitlement to long service leave in accordance with paragraph (10)(a) of this clause, shall only take such leave in any period on full pay, and the period excised as "continuous service" shall be 13 weeks.
- (11) **Portability**
- (a) Where an employee was, immediately prior to being employed by the Insurance Commission of Western Australia was in the service of:
- The Commonwealth of Australia, or
 - Any other State Government of Australia, or
 - Any Western Australian State body or statutor
- and the period between the date when the employee ceased previous employment and the date of commencing employment does not exceed one week, that employee shall be entitled to long service leave determined in the following manner:
- (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and
- (ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by the Employer in accordance with the provisions of this clause.

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

(12) Half Pay

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

(13) Lump Sum Payments

- (a) On application to the Employer, a lump sum payment for the money equivalent of any:
 - (i) long service leave entitlement for continuous service as prescribed by subclause (1) and (2) of this Clause shall be made to an employee who resigns, retires, is retired or is dismissed, or in respect of an employee who dies; and
 - (ii) pro rata long service leave based on continuous service of a lesser period than that prescribed by subclause (1) and (2) of this Clause for a long service leave entitlement shall be made:
 - (aa) to an employee who retires at or over the age of 55 years or who is retired on the grounds of ill health, if the employee has completed not less than 12 months continuous service before the date of retirement;
 - (bb) to an employee who, not having resigned, is retired by the employing authority for any other cause, if the employee has completed not less than 3 years continuous service before the date of retirement;
 - (cc) in respect of an employee who dies, if the employee has completed not less than 12 months continuous service before the date of death.
- (b) In the case of a deceased employee, payment shall be made to the estate of the employee unless the employee is survived by a legal dependant, approved by the Employer, in which case payment shall be made to the legal dependant.
- (c) The calculation of the amount due for long service leave accrued and for pro rata long service leave shall be made at the rate of salary of an employee at the date of retirement or resignation or death, whichever applies.

(14) Pay Out of Accrued Long Service Leave Entitlement

- (a) If an employee applies to receive payments rather than taking periods of accrued long service leave, such application may be approved by the employer, subject to the following:
 - (i) 10 consecutive days leave must be taken in a calendar year for any application to be approved;
 - (ii) payment in lieu of leave will not exceed the equivalent of 13 weeks long service leave in any one (1) calendar year. However, applications to have greater amounts of leave paid out will be considered by the employer where special circumstances exist; and
 - (iii) the payment will be made at the salary rate payable if the leave had been taken.
- (b) The balance of long service leave entitlement remaining after any payout of leave must be taken within one (1) year of the entitlement becoming due.

- (c) Periods of long service leave that are paid out are excised from continuous service for the purposes of determining the next long service leave accrual date.

19. - SICK LEAVE

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

- (a) any period exceeding 14 calendar days during which an employee is absent on leave without pay. In the case of leave without pay which exceeds 14 calendar days, the entire period of such leave without pay is excised in full;
- (b) any period which exceeds six months in one continuous period during which an employee is absent on workers' compensation. Provided that only that portion of such continuous absence which exceeds six months shall not count as "service";
- (c) any period which exceeds three months in one continuous period during which an employee is absent on sick leave without pay. Provided that only that portion of such continuous absence which exceeds three months shall not count as "service".

(2) Entitlement

- (a) The Employer shall credit each permanent employee with the following sick leave credits, which shall be cumulative:

	Sick Leave on full pay	Sick Leave on half pay
On the day of initial appointment	37.5 hours	15 hours
On completion of 6 months continuous service	37.5 hours	22.5 hours
On the completion of 12 months continuous service	75 hours	37.5 hours
On the completion of each further period of 12 months continuous service	75 hours	37.5 hours

- (b) An employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract for a period less than 12 months, shall be credited with the same entitlement on a pro rata basis for the period of the contract.
- (c) A part-time employee shall be entitled to the same sick leave credits, on a pro rata basis according to the number of hours worked each fortnight. Payment for sick leave shall only be made for those hours that would normally have been worked had the employee not been on sick leave.
- (d) The provisions of this clause do not apply to casual employees.

(3) Evidence

- (a) An application for sick leave exceeding two consecutive working days shall be supported by evidence to satisfy a reasonable person.
- (b) The amount of sick leave granted without the production of evidence to satisfy a reasonable person required in paragraph (a) of this subclause shall not exceed, in the aggregate, 5 working days in any one-credit year.

(4) Where the Employer has occasion for doubt as to the cause of the illness or the reason for the absence, the Employer may arrange for a registered medical practitioner to visit and examine the employee, or may direct the employee to attend the medical practitioner for examination. If the report of the medical

practitioner does not confirm that the employee is ill, or if the employee is not available for examination at the time of the visit of the medical practitioner, or fails, without reasonable cause, to attend the medical practitioner when directed to do so, the fee payable for the examination, appointment or visit shall be paid by the employee.

- (5) Where a application for sick leave is supported by the certificate of a registered medical practitioner, a further certificate from a registered medical practitioner nominated by the Employer maybe required and if that certificate does not confirm or substantially confirm the certificate of the medical practitioner, the employee making the application for sick leave shall pay the fee due to the nominated medical practitioner in respect of the certificate.
- (6)
 - (a) If the Employer has reason to believe that an employee is in such a state of health as to render him a danger to fellow employees or the public, the Employer may require the employee to obtain and furnish a report as to the employee's condition from a registered medical practitioner or may require the employee to submit him/herself for examination by a medical practitioner nominated by the Employer. The fee for any such examination shall be paid by the Employer.
 - (b) Upon receipt of the medical report, the Employer may direct the employee to be absent from duty for a specified period or, if already on leave of absence, direct the employee to continue on leave for a specified period. Such leave shall be regarded as sick leave.
- (7)
 - (a) Upon report by a registered medical practitioner that, by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by Commonwealth or State law in respect of that disease, an employee is unable to attend for duty, the employee concerned may be granted sick leave or, at the option of the employee, the whole or any portion of the leave may be deducted from accrued annual leave or long service leave.
 - (b) Leave granted under paragraph (a) of this subclause shall not be granted for any period beyond the earliest date at which it would be practicable for the employee to resume duty, having regard to the restrictions imposed by law.
- (8) Where an employee is ill during the period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of the illness the employee was confined to their place of residence or a hospital for a period of at least seven consecutive calendar days, the Employer may grant sick leave for the period during which the employee was so confined and reinstate annual leave equivalent to the period of confinement.
- (9) Where an employee is ill during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of illness the employee was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, the Employer may grant sick leave for the period during which the employee was so confined and reinstate long service leave equivalent to the period of confinement.
- (10) An employee who is absent on leave without pay is not eligible for sick leave during the currency of that leave without pay.
- (11) No sick leave shall be granted with pay, if the illness has been caused by the misconduct of the employee or in any case of absence from duty without sufficient cause.
- (12) Where an employee who has been retired from employment on medical grounds resumes duty therein, sick leave credits at the date of retirement shall be reinstated. This provision does not apply to an employee who has resigned from employment and is subsequently reappointed.
- (13) **Workers' Compensation**

Where an employee suffers a disability within the meaning of section 5 of the *Workers' Compensation & Rehabilitation Act 1981*, which necessitates that employee being absent from duty, sick leave with pay shall be granted to the extent of sick leave credits. In accordance with section 80(2) of the *Workers' Compensation & Rehabilitation Act 1981* where the claim for workers' compensation is

decided in favour of the employee, sick leave credit is to be reinstated and the period of absence shall be granted as sick leave without pay.

(14) War Caused Illnesses

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

(15) Portability

- (a) The Employer may credit an employee additional sick leave credits up to those held at the date that employee ceased previous employment provided:
 - (i) immediately prior to commencing employment with the Insurance Commission of Western Australia the employee was employed in the service of:
 - The Commonwealth Government of Australia, or
 - Any other State of Australia, or
 - In a Western Australian State body or statutory; and
 - (ii) the employee's employment with the Insurance Commission of Western Australia commenced no later than one week after ceasing previous employment.
- (b) The maximum break in employment permitted by subparagraph (a)(ii) of this subclause, may be varied by the approval of the Employer provided that where employment with the Insurance Commission of Western Australia commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous Employer.

20. - CARERS LEAVE

- (1) An employee is entitled to use, each year, up to five (5) days of the employee's sick leave entitlement per year to be the primary care giver of a member of the employee's family or household who is ill or injured and in need of immediate care and attention.
- (2) Employees shall, wherever practical, give the Employer notice of the intention to take carers leave and the estimated length of absence. If it is not practicable to give prior notice of absence employees shall notify the Employer as soon as possible on the first day of absence.
- (3) Employees shall provide, where required by the Employer, evidence to establish the requirement to take carers leave. An application for carers leave exceeding two (2) consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- (4) The definition of family shall be a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee.
- (5) Carers leave may be taken on an hourly basis or part thereof.

21. - PARENTAL LEAVE

(1) Definitions

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

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

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

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

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

(2) Entitlement to Parental and Partner Leave

- (a) An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:
 - (i) birth of a child to the employee or the employee's partner; or
 - (ii) adoption of a child who is not the child or the stepchild of the employee or the employee's partner; is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.
- (b) An employee identified as the primary care giver of a child and who has completed twelve months continuous service in the Western Australian public sector shall be entitled to the following amounts of paid parental leave which will form part of the 52 week entitlement provided in subclause (2)(a) of this clause:
 - (i) eight (8) weeks paid parental leave until 30 June 2006;
 - (ii) ten (10) weeks paid parental leave from 1 July 2006;
 - (iii) twelve (12) weeks paid parental leave from 1 July 2007; and
 - (iv) fourteen (14) weeks paid parental leave from 1 July 2008.
- (c) An employee may take the paid parental leave specified in paragraph (2)(b) at half pay for a period equal to twice the period to which the employee would otherwise be entitled
- (d) A pregnant employee can commence the period of paid parental leave any time up to six (6) weeks before the expected date of birth and no later than four (4) weeks after the birth. Any other primary care giver can commence the period of paid parental leave from the birth date or for the purposes of adoption from the placement of the child but no later than four (4) weeks after the birth or placement of the child.
- (e) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed the period specified in paragraphs (2)(b) and (2)(c) above.
- (f) The paid and unpaid parental leave entitlement up to a maximum of 52 weeks may be shared between partners assuming the role of primary care giver.
- (g) Parental leave may only be taken concurrently by an employee and his or her partner as provided for in subclause (3) or under special circumstances with the approval of the employer.

- (h) Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.
 - (i) An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.
 - (j) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.
- (3) Partner Leave
- (a) An employee who is not a primary care giver shall be entitled to a period of unpaid partner leave of up to one (1) weeks at the time of the birth of a child/children to his or her partner. In the case of adoption of a child this period shall be increased to up to three (3) weeks unpaid leave.
 - (b) The employee may request to extend the period of unpaid partner leave up to a maximum of eight weeks.
- (4) Birth of a child
- (a) An employee shall provide the employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner confirming the pregnancy and the estimated date of birth.
 - (b) If the pregnancy results in other than a live child or the child dies in the six weeks immediately after the birth, the entitlement to paid parental leave remains intact.
- (5) Adoption of a child
- (a) An employee seeking to adopt a child shall be entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement in lieu of this leave.
 - (b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement in lieu of the terminated parental leave or return to work.
- (6) Other leave entitlements
- (a) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of unpaid parental leave.
 - (b) Subject to all other leave entitlements being exhausted an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two (2) years.
 - (c) The employer shall only refuse such a request on reasonable grounds related to the effect on the Insurance Commission. Such grounds might include:
 - (i) cost;
 - (ii) lack of adequate replacement employees;
 - (iii) loss of efficiency; and
 - (iv) the impact on customer service.

- (d) Any period of leave without pay must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the employer the total combined period of leave without pay following parental leave will not exceed two (2) years.
- (e) An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in subclause (6)(a) and (6)(f).
- (f) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.
- (g) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

(7) Notice and Variation

- (a) An employee shall give not less than four (4) weeks notice in writing to the employer of the date the employee proposes to commence paid or unpaid parental leave stating the period of leave to be taken.
- (b) An employee seeking to adopt a child shall not be in breach of paragraph (7) (a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- (c) An employee proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period elect to reduce or extend the period stated in the original application, provided four (4) weeks written notice is provided.

(8) Transfer to a Safe Job

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

(9) Communication during Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (9) (a).

(10) Replacement Employee

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

(11) Return to Work

- (a) An employee shall confirm the intention to return to work by notice in writing to the employer not less than four (4) weeks prior to the expiration of parental leave.
- (b) An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave. Where the employee was transferred to a safe job the employee is entitled to return to the position occupied immediately prior to transfer.
- (c) An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with Clause 10. – Part-Time Employment of this Award.
- (d) Employees who return to work on a part time basis have access to the right of reversion provisions of Clause 10. – Part-Time Employment of this Award.

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

- (a) An employee employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.
- (b) Paid parental leave will count as qualifying service for all purposes of this Award. During paid parental leave at half pay all entitlements will accrue as if the employee had taken the entitlement to paid parental leave at full pay.
- (c) Absence on unpaid parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose of this Award.
- (d) An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with subclause (2) of Clause 7. – Contract of Service of this Award.
- (e) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on parental leave but otherwise the rights of the employer in respect of termination of employment are not affected.

22. - LEAVE WITHOUT PAY

- (1) Subject to the provisions of subclauses (2) and (3) of this clause, the employer may grant an employee leave without pay for any period and is responsible for that employee on their return.
- (2) Subject to the provisions of subclause (3) every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:
 - (a) The work of the employer is not inconvenienced; and
 - (b) All other leave credits of the employee are exhausted.
- (3) An employee shall, upon request be entitled to two days unpaid personal (caring) leave.

- (4) An employee on a fixed term contract may not be granted leave without pay for any period beyond that employee's approved period of engagement.
- (5) Any period that exceeds two weeks during which an employee is on leave without pay shall not, for any purpose, be regarded as part of the period of service of that employee.

23. - STUDY LEAVE

(1) Conditions for Granting Time Off

- (a) An employee may be granted time off with pay for study purposes at the discretion of the Employer.
- (b) Part-time employees are entitled to study leave on the same basis as full time employees. Employees on fixed term contracts also have the same access to study leave as all other employees.
- (c) Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken.
- (d) Employees who are obliged to attend educational institutions for compulsory block sessions, may be granted time off with pay including travelling time up to the maximum annual amount allowed in subclause (1) (c) of this clause.
- (e) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.
- (f) In every case the approval of time off to attend lectures and tutorials will be subject to:
 - (i) operational convenience;
 - (ii) the course being undertaken on a part-time basis;
 - (iii) employees undertaking an acceptable formal study load in their own time;
 - (iv) employees making satisfactory progress with their studies;
 - (v) the course being of value to the Insurance Commission of Western Australia; and
 - (vi) the Employer's discretion when the course is only relevant to the employee's career in the Insurance Commission of Western Australia and being of value to the State.
- (g) A service agreement or bond will not be required for undergraduate courses.

(2) Payment of Fees and Other Costs

- (a) Trainees
 - (i) The Insurance Commission of Western Australia will meet the payment of higher education administrative charges for trainees who, as a condition of their employment, are required to undertake studies at a University or College of Advanced Education. Employees who of their own volition attend such institutions to gain higher qualifications will be responsible for the payment of fees.
 - (ii) This assistance does not include the cost of textbooks or Guild and Society fees.
 - (iii) An employee who is required to repeat a full academic year of the course will be responsible for payment of the higher education fees for that particular year.

(b) All Employees

Notwithstanding paragraph (a), the Employer has the discretion to reimburse an employee for the full or part of any reasonable costs of enrolment fees, Higher Education Contribution Surcharge, compulsory textbooks, compulsory computer software, and other necessary study materials. Half of the value of the agreed costs shall be reimbursed immediately following production of written evidence of enrolment and costs incurred, and the remaining half shall be reimbursed following production of written evidence of successful completion of the subject for which reimbursement has been claimed. The Employer and employee may agree to alternative reimbursement arrangements.

(3) Approved Courses

- (a)
 - (i) First-degree or associate diploma courses at a University within the state of Western Australia.
 - (ii) First degree or associate diploma courses at a college of advanced education.
 - (iii) Diploma courses at Technical and Further Education (TAFE).
 - (iv) Two-year full time Certificate courses at TAFE.
 - (v) Courses recognised by the National Authority for the Accreditation of Translators and Interpreters (NAATI) in a language relevant to the needs of the Public Sector

(b) Except as outlined in subclause (3)(d) of this clause, employees are not eligible for study assistance if they already possess one of the qualifications specified in subclause (3)(a)(i) and 3(a)(ii) of this clause.

(c) An employee who has completed a Diploma through TAFE is eligible for study assistance to undertake a degree course at a University within the state of Western Australia or a College of Advanced Education. An employee who has completed a two year full time Certificate through TAFE is eligible for study assistance to undertake a Diploma course specified in subclause (3)(a)(iii) or a degree or associate diploma course specified in subclause (3)(a)(i) or (3)(a)(ii) of this clause.

(d) Assistance towards additional qualifications including second or higher degrees may be granted in special cases, at the discretion of the Employer.

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

(b) A first degree or Associate Diploma course does not include the continuation of a degree or Associate Diploma towards a higher postgraduate qualification.

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

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

- (e) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the employee's normal place of work.
 - (f) An employee shall not be granted more than 5 hours time off with pay per week except in exceptional circumstances where the Employer may decide otherwise.
 - (g) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.
- (5) Subject to the provisions of subclause (6) of this clause, the Employer may grant an employee full time study leave with pay to undertake:
- (a) post graduate degree studies at Australian or overseas tertiary education institutions; or
 - (b) study tours involving observations and/or investigations; or
 - (c) a combination of postgraduate studies and study tour.
- (6) Applications for full time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:
- (a) The course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of subclause (1) to (5) of this clause and the Leave Without Pay provisions of this Award.
 - (b) It must be a highly specialised course with direct relevance to the employee's profession.
 - (c) It must be highly relevant to the agency's corporate strategies and goals.
 - (d) The expertise or specialisation offered by the course of study should not already be available through other employees employed within the Insurance Commission.
 - (e) If the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an employee is still under a bond, this does not preclude approval being granted to take further study leave if all the necessary criteria are met.
 - (f) A fixed term contract employee may not be granted study leave with pay for any period beyond that employee's approved period of engagement.
- (7) Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.
- (8) Where an outside award is granted and the studies to be undertaken are considered highly desirable by an Employer, financial assistance to the extent of the difference between the employee's normal salary and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria then part or full payment of salary may be approved at the discretion of the Employer.
- (9) The Employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.
- (10) Where recipients are in receipt of a living allowance, this amount should be deducted from the employee's salary for that period.
- (11) Where the Employer approves full time study leave with pay the actual salary contribution forms part of the agency's approved average staffing level funding allocation. Employers should bear this in mind if considering temporary relief.

- (12) Where study leave with pay is approved and the Employer also supports the payment of transit costs and/or an accommodation allowance, the Employer will gain approval for the transit and accommodation costs as required.
- (13) Where employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the Employer together with some local transit and accommodation expenses providing it meets the requirements of subclause (6) of this clause. Each case is to be considered on its merits.
- (14) The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for employees under this Award.

24. - SHORT LEAVE

- (1) (a) An Employer may, upon sufficient cause being shown, grant an employee short leave on full pay not exceeding 15 consecutive working hours, but any leave granted under the provisions of this clause shall not exceed, in the aggregate, 22½ hours in any one calendar year.
- (b) Part-time employees are eligible for short leave in accordance with this clause, on a pro rata basis calculated in accordance with the following formula:

Hours worked per fortnight	x	22.5 hours
75		1
- (c) An employee employed on a fixed term contract of less than twelve months shall be eligible for pro rata short leave in accordance with this clause.
- (2) Subject to the prior approval of the supervisor, employees located outside a radius of fifty (50) kilometres from the Perth City Railway Station shall be allowed Short Leave where pressing personal matters can only be dealt with within the required hours of duty.

25. - BEREAVEMENT LEAVE

- (1) Employees including casuals shall on the death of:
 - the spouse or de-facto partner of the employee;
 - the child or stepchild of the employee;
 - the parent or stepparent of the employee;
 - the brother, sister, step brother or step sister; or
 - any other person who, immediately before that person's death, lived with the employee as a member of the employee's family;

be eligible for up to two (2) days paid bereavement leave, provided that at the request of an employee the Employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.
- (2) The two (2) days need not be consecutive.
- (3) Bereavement leave is not to be taken during any other period of leave.
- (4) Payment of such leave may be subject to the employee providing evidence of the death or relationship to the deceased, satisfactory to the Employer.

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

26. - CULTURAL/CEREMONIAL LEAVE

- (1) Cultural/ceremonial leave shall be available to all employees.
- (2) Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.
- (3) Employees are entitled to time off without loss of pay for cultural /ceremonial purposes, subject to agreement between the Employer and employee and sufficient leave credits being available.
- (4) The Employer will assess each application for ceremonial /cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- (5) The Employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- (6) Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:
 - (a) the employee's annual leave entitlements
 - (b) the employee's accrued long service leave entitlements, but in full days only.
 - (c) accrued days off or time in lieu; or
 - (d) short leave when entitlements under subclauses (a), (b) and (c) have been fully exhausted.
- (7) Time off without pay may be granted by arrangement between the Employer and the employee for cultural/ceremonial purposes.

27. - BLOOD/PLASMA DONORS LEAVE

- (1) Subject to operational requirements, employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:
 - (a) prior arrangements with the supervisor has been made and at least two (2) days' notice has been provided; or
 - (b) the employee is called upon by the Red Cross Blood Centre.
- (2) The notification period shall be waived or reduced where the supervisor is satisfied that operations would not be unduly affected by the employee's absence.
- (3) The employee shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- (4) Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood to the Red Cross Blood Centre.

28. - EMERGENCY SERVICE LEAVE

- (1) Subject to operational requirements, paid leave of absence shall be granted by the Employer to an employee who is an active volunteer member of State Emergency Service Units, St John Ambulance Brigade, Volunteer Fire and Rescue Service Brigades, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or FESA Units, in order to allow for attendance at emergencies as declared by the recognised authority.
- (2) The Employer shall be advised as soon as possible by the employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.
- (3) The employee must complete a leave of absence form immediately upon return to work.
- (4) The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.
- (5) An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses 2, 3 and 4.

29. - UNION FACILITIES FOR UNION REPRESENTATIVES

- (1) The Employer recognises the rights of the union to organise and represent its members. Union representatives in the Insurance Commission have a legitimate role and function in assisting the union in the tasks of recruitment, organising, communication and representing members' interests in the workplace, and union electorate.
- (2) The Employer recognises that, under the union's rules, union representatives are members of an Electorate Delegates Committee representing members within a union electorate. A union electorate may cover other public sector agencies.
- (3) The Employer will recognise union representatives in the agency and will allow them to carry out their role and functions.
- (4) The union will advise the Employer in writing of the names of the union representatives in the Insurance Commission.
- (5) The Employer shall recognise the authorisation of each union representative in the Insurance Commission and shall provide them with the following:
 - (a) Paid time off from normal duties to perform their functions as a union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the electorate delegates committee and to attend union business in accordance with Clause 30 - Leave to Attend Association Business of the Award.
 - (b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal agency protocols.
 - (c) A notice board for the display of union materials including broadcast email facilities.
 - (d) Paid access to periods of leave for the purpose of attending union training courses in accordance with Clause 31 - Trade Union Training Leave of the Award. Country representatives will be provided with appropriate travel time.
 - (e) Notification of the commencement of new employees, and as part of their induction, time to discuss the benefits of union membership with them.
 - (f) Access to awards, agreements, policies and procedures.
 - (g) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.

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

30. – LEAVE TO ATTEND ASSOCIATION BUSINESS

- (1) The Employer shall grant paid leave at the ordinary rate of pay during normal working hours to an employee:
- (a) who is required to attend or give evidence before any Industrial Tribunal;
 - (b) who as a Union-nominated representative is required to attend any negotiations and/or proceedings before an Industrial Tribunal and/or meetings with Ministers of the Crown, their staff or any other representative of Government;
 - (c) when prior arrangement has been made between the Union and the Employer for the employee to attend official Union meetings preliminary to negotiations and/or Industrial Tribunal proceedings; and
 - (d) who as a Union-nominated representative is required to attend joint union/management consultative committees or working parties.
- (2) The granting of leave is subject to convenience and shall only be approved:
- (a) where reasonable notice is given for the application for leave;
 - (b) for the minimum period necessary to enable the union business to be conducted or evidence to be given; and
 - (c) for those employees whose attendance is essential.
- (3) The Employer shall not be liable for any expenses associated with an employee attending to union business.
- (4) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.
- (5) An employee shall not be entitled to paid leave to attend to union business other than as prescribed by this Clause.
- (6) The provisions of the Clause shall not apply to:
- (a) special arrangements made with the union which provide for unpaid leave for employees to conduct union business;
 - (b) when an employee is absent from work without the approval of the Employer; and
 - (c) casual employees.

31. – TRADE UNION TRAINING LEAVE

- (1) Subject to organisational convenience and the provisions of this clause:
- (a) The Employer shall grant paid leave of absence to employees who are nominated by the Association to attend short courses relevant to the public sector or the role of union workplace representative, conducted by the Civil Service Association.

- (b) The Employer shall grant paid leave of absence to attend similar courses or seminars as from time to time approved by agreement between the Employer and the Association.
- (2) An employee shall be granted up to a maximum of five (5) days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five (5) days and up to ten (10) days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten (10) days.
- (3) (a) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
 - (b) Where a Public Holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.
 - (c) Subject to paragraph (3)(a) of this clause, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
 - (d) Part-time employees shall receive the same entitlement as full time employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
- (4) (a) Any application by an employee shall be submitted to the Employer for approval at least four weeks before the commencement of the course unless the Employer agrees otherwise.
 - (b) All applications for leave shall be accompanied by a statement from the union indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority, which is conducting the course.
- (5) A qualifying period of twelve months service shall be served before an employee is eligible to attend courses or seminars of more than a half-day duration. The Employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than twelve months service.
- (6) (a) The Employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.
 - (b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

32. - DEFENCE FORCE RESERVES LEAVE

- (1) The Employer must grant leave of absence for the purpose of Defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- (2) Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- (3) Application for leave of absence for Defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee shall provide a certificate of attendance to the Employer.
- (4) Paid Leave
 - (a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for Defence service, subject to the conditions set out hereunder.

- (b) Part-time employees shall receive the same paid leave entitlement as full-time employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
 - (c) On written application, an employee shall be paid salary in advance when proceeding on such leave.
 - (d) Casual employees are not entitled to paid leave for the purpose of Defence service.
 - (e) An employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of twelve months commencing on 1 July in each year.
 - (f) An employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of twelve months commencing on July 1. Pay for this leave shall be at the rate of the difference between the normal remuneration of the employee and the Defence Force payments to which the employee is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.
- (5) Unpaid Leave
- (a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in subclause (4) of this clause shall be unpaid.
 - (b) Casual employees are entitled to unpaid leave for the purpose of Defence service.
- (6) Use of Other Leave
- (a) An employee may elect to use annual or long service leave credits for some or all of their absence on Defence service, in which case they will be treated in all respects as if on normal paid leave.
 - (b) An Employer cannot compel an employee to use annual leave or long service leave for the purpose of Defence service.

33. – INTERNATIONAL SPORTING EVENTS LEAVE

- (1) Special leave with pay may be granted by the Employer to an employee chosen to represent Australia as a competitor or official, at a sporting event, which meets the following criteria:
- (a) it is a recognised international amateur sport of national significance; or
 - (b) it is a world or international regional competition; and
 - (c) no contribution is made by the sporting organisation towards the normal salary of the employee.
- (2) The Employer shall make enquiries with the Department of Sport & Recreation:
- (a) whether the application meets the above criteria;
 - (b) the period of leave to be granted.

34. - WITNESS AND JURY SERVICE WITNESS

- (1) An employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify the manager/supervisor who shall notify the Employer.

- (2) Where an employee is subpoenaed or called as a witness to give evidence in an official capacity that employee shall be granted by the Employer leave of absence with pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the Employer. The employee is not entitled to retain any witness fee but shall pay all fees received into the Insurance Commissions revenue account. The receipt for such payment with a voucher showing the amount of fees received shall be forwarded to the Employer.
- (3) An employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the Employer.
- (4) An employee subpoenaed or called, as a witness on behalf of the Crown, not in an official capacity shall be granted leave with full pay entitlements. If the employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to retain any witness fees but shall pay all fees received the Insurance Commissions revenue account
- (5) An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses (2) and (4) of this clause shall be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with Award provisions.

JURY

- (6) An employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the supervisor/manager who shall notify the Employer.
- (7) An employee required to serve on a jury shall be granted by the Employer leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror.
- (8) An employee granted leave of absence on full pay as prescribed in subclause (6) of this clause is not entitled to retain any juror's fees but shall pay all fees received into the Insurance Commissions revenue account. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the Employer.

35. – HIGHER DUTIES ALLOWANCE

- (1) Where an Employee is directed by the Employer to act in a position which is classified higher than the Employee's own substantive position for 5 or more consecutive working days, that Employee will be entitled to a higher duties allowance.
- (2) The allowance will be calculated by subtracting the Employee's salary from the salary he/she would receive if appointed to the acting position permanently.
- (3) If an Employee does not perform all the duties and responsibilities of the position, or shares the duties with another Employee, the payment will be calculated on the proportion of duties performed by each Employee. Provided that the Employee is informed prior to the commencement of the acting of the duties to be carried out, the responsibilities to be accepted and the allowance to be paid.
- (4) Subject to satisfactory performance, any increments will be paid as if the Employee was appointed to the acting position permanently. All previous acting at an equivalent level or higher during the preceding 18 months will aggregate as qualifying service for the purposes of achieving the increment.
- (5) Where an Employee who has qualified for payment of a higher duties allowance is required to act in another position at a higher level than his/her own for periods of up to 5 working days without any break in acting service, the Employee shall be paid an allowance for such periods. The allowance would then be calculated based on the highest rate the Employee has been paid during the term of

continuous acting, or at the rate applicable to the position in which the Employee is currently acting, whichever is the lesser.

- (6) Where a higher duties allowance is being paid and the Employee proceeds on any period of normal annual leave, or any other approved leave of absence of not more than 4 weeks, the allowance continues to be paid during the period of such leave if the Employee:
 - (a) Has been receiving an allowance for a continuous period of 12 months or more; or
 - (b) Has not been receiving an allowance for 12 months and no other Employee acts in the position during his/her absence and he/she continues to act in the position on returning from leave.
- (7) Where a higher duties allowance is being paid and an Employee proceeds on any period of annual leave in excess of the normal, the Employee shall only receive payment of the higher duties allowance for the period of normal annual leave.
- (8) Where a higher duties allowance is being paid and the Employee proceeds on a period of any other approved leave of more than 4 weeks, the Employee shall not be entitled to receive payment of higher duties allowance for the whole or any part of the period of such leave.
- (9) For the purposes of this clause the expression 'normal annual leave' shall mean the annual period of recreation leave as referred to in Clause 16 – Annual Leave of this Award and shall include any public holidays and leave in lieu accrued during the preceding twelve months taken in conjunction with such annual recreation leave.

36. - OVERTIME ALLOWANCE

- (1) For the purposes of this Clause, the following terms shall have the following meanings:
 - (a) "Overtime" means all work performed only at the direction of the Employer or a duly authorised employee outside the prescribed hours of duty.
 - (b) "Emergency Duty" means: duty by an employee required to return to duty, without prior notice, to meet an emergency at a time that the employee would not ordinarily have been on duty.
 - (c) "Prescribed hours of duty" means an employee's normal working hours as prescribed by the Employer in accordance with Clause 15. Hours of this Award.
 - (d) "Duly authorised employee" means an employee or employees appointed in writing by the Employer for the purpose of authorising overtime.
 - (e) "A day" shall mean from midnight to midnight.
 - (f) "Public Holiday" means the days prescribed as Public Holidays or in Clause 17. Public Holidays of this award.
 - (g) "Ordinary travelling time" means time that an employee would have ordinarily spent in travelling once daily from the employee's home to the employee's usual headquarters and home again, by either public transport, or where continuing approval has been given to use a vehicle for official business, by that vehicle.
 - (h) "Excess travelling time" means all time travelled on official business outside prescribed hours of duty and away from the employee's usual headquarters in accordance with subclause (8) of this Clause.
 - (i) "Fortnightly salary" means an employee's substantive salary exclusive of any allowances such as the district allowance, personal allowance, qualifications allowance, efficiency allowance, service allowance, special allowance, or higher duties allowance unless otherwise approved by

the Employer. Provided that a special allowance or higher duties allowance shall be included in "fortnightly salary" when overtime is worked on duties for which these allowances are specifically paid.

- (j) "Commuted overtime" means an agreed allowance negotiated between the Association and the Employer, paid in lieu of actual overtime worked for a group of employees occupying positions which require work to be performed consistently and regularly outside and in excess of the prescribed hours of duty.
- (k) "Out of hours contact" shall include the following:

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

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

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

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

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

"Availability" will not include situations in which employees carry paging devices or make their telephone numbers available only in the event that they may be needed for casual contact or recall to work. Subject to subclause (4) of this Clause recall to work under such circumstances would constitute emergency duty in accordance with subclause (7) of this Clause.

2. Reasonable Hours of Overtime

- (a) An Employer may require an employee to work reasonable overtime at overtime rates as specified in this clause.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice, if any, given by the Employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

(3) Overtime

- (a) An employee who works overtime for a greater period than 30 minutes, shall be entitled to payment in accordance with paragraph (d) of this subclause, or time off in lieu of payment in accordance with paragraph (b) of this subclause, or any combination of payment or time off in lieu.
- (b) Time off in lieu
 - (i) Where the employee or the Employer or the duly authorised employee, so elects in writing prior to overtime being worked, time off in lieu of payment for overtime worked may be taken in accordance with the time ratios in paragraph (d) of this subclause.
 - (ii) The employee shall be required to clear accumulated time off in lieu within two months of the overtime being performed, provided that by written agreement between the employee and the Employer, or duly authorised employee, time off in lieu of payment for overtime may be accumulated beyond two months from the time the overtime is performed so as to be taken in conjunction with periods of approved leave.
 - (iii) If the Employer is unable to release the employee to clear such leave within two months of the overtime being performed, and no further agreement prescribed in subparagraph (ii) of this paragraph is reached, then the employee shall be paid for the overtime worked.

(c) Commuted Allowance

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

(d) Payment for Overtime

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

(i) Weekdays

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

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

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

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

(ii) Saturdays

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

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

75

2

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

$$\begin{array}{rcll} \text{i.e} & \underline{\text{Fortnightly Salary}} & \times & \underline{2} \\ & 75 & & 1 \end{array}$$

(iii) Sundays

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

$$\begin{array}{rcll} \text{i.e} & \text{Fortnightly Salary} & \times & \underline{2} \\ & 75 & & 1 \end{array}$$

(iv) Public Holidays

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

$$\begin{array}{rcll} \text{i.e} & \text{Fortnightly Salary} & \times & \underline{3} \\ & 75 & & 2 \end{array}$$

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

$$\begin{array}{rcll} \text{i.e} & \underline{\text{Fortnightly Salary}} & \times & \underline{5} \\ & 75 & & 2 \end{array}$$

(e) Annual Leave/Long Service Leave

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

- (i) If the employee is directed to return to duty during a period of leave during prescribed hours of duty, then that employee shall be recredited with that leave for the same number of hours of duty performed.
- (ii) If the employee is directed to return to duty during a period of leave outside of prescribed hours of duty, then that employee shall be entitled to payment of overtime in accordance with subclause (3) of this clause.

(f) Time Worked Past Midnight

Where an employee is required to work a continuous period of overtime which extends past midnight into the succeeding day the time worked after midnight shall be included with that worked before midnight for the purpose of calculation of payment provided for in this subclause.

(g) Minimum Periods for Return to Duty

- (i) An employee, having received prior notice, who is required to return to duty:
 - (aa) on a Saturday, Sunday or Public Holiday, otherwise than during prescribed hours of duty, shall be entitled to payment at the rate in accordance with paragraph (d) of this subclause for a minimum of three hours;
 - (bb) before or after the prescribed hours of duty on a weekday shall be entitled to payment at the rate in accordance with paragraph (d) of this subclause for a minimum period of one and one half hours;
- (ii) For the purpose of this subclause, where an employee is required to return to duty more than once, each duty period shall stand alone in respect to the application of minimum period payment except where the second or subsequent return to duty is within any such minimum period.
- (iii) The provisions of this subparagraph shall not apply in cases where it is customary for an employee to return to the place of employment to perform a specific job outside the prescribed hours of duty, or where the overtime is continuous (subject to a meal break) with the completion or commencement of prescribed hours of duty.

(h) Overtime at a Place Other than Usual Headquarters

- (i) When an employee is directed to work overtime at a place other than usual headquarters, and provided that the place where the overtime is to be worked is situated in the area within a radius of fifty (50) kilometres from usual headquarters, and the time spent in travelling to and from that place is in excess of the time which an employee would ordinarily spend in travelling to and from usual headquarters, and provided such travel is undertaken on the same day as the overtime is worked, then such excess time shall be deemed to form part of the overtime worked.
- (ii) Except as provided in paragraph (e) of subclause (6) and paragraph (b) of subclause (7) of this clause, when an employee is directed to work overtime at a place other than usual headquarters, and provided that the place where the overtime is to be worked is situated outside the area within a radius of fifty(50) kilometres from usual headquarters and the time spent in travelling to and from that place is in excess of the time which the employee would ordinarily spend in travelling to and from usual headquarters, then the employee shall be granted time off in lieu of such excess time spent in actual travel in accordance with subclause (8) Excess Travelling Time of this clause.

(i) Ten Hour Break

- (i) When overtime is worked, a break of not less than ten (10) hours shall be taken between the completion of work on one day and the commencement of work on the next, without loss of salary for ordinary working time occurring during such absence.
- (ii) Provided that where an employee is directed to return to or continue work without the break provided in subparagraph (i) of this paragraph then the employee shall be paid at double the ordinary rate until released from duty, or until the employee has had ten consecutive hours off duty without loss of salary for ordinary working time occurring during such absence.
- (iii) The provisions of subparagraphs (i) and (ii) of this paragraph, shall not apply to employees included in subclause (6) of this clause.

(4) Cases where overtime provisions do not apply

- (a) Except as provided in paragraph (b) of this subclause, payment for overtime, or the granting of time off in lieu of overtime, or travelling time, shall not be approved in the following cases:
 - (i) Employees whose maximum salary or maximum salary and allowance in the nature of salary exceeds that as determined for Level 5 as prescribed by Clause 11. Salaries of this Award.
 - (ii) Employees whose work is not subject to close supervision.
- (b) (i) Where it appears just and reasonable, the Employer may approve the payment of overtime or grant time off in lieu to any employee referred to in paragraph (a) of this subclause.
- (ii) When an employee who is not subject to close supervision is directed by the Employer to carry out specific duties involving the working of overtime, and provided such overtime can be reasonably determined by the employee's supervisor, then such employee shall be entitled to payment or time off in lieu of overtime worked in accordance with paragraphs (3)(d) or (3)(b) of this clause.

(5) Meal Allowances

- (a) A break of 30 minutes shall be made for meals between 5.30 am and 7.30 am, between 12.00 noon and 2.00 pm, and between 4.30 pm and 6.30 pm when overtime duty is being performed.
- (b) Except in the case of emergency, an employee shall not be compelled to work more than five hours overtime duty without a meal break. At the conclusion of a meal break, the calculation of the five-hour limit recommences.
- (c) An employee required to work overtime of not less than two hours, and who actually purchases a meal shall be reimbursed in accordance with Part 2 of Schedule C. - Overtime Allowance of this Award, in addition to any payment for overtime to which that employee is entitled.
- (d) An employee working a continuous period of overtime who has already purchased one meal during a meal break, shall not be entitled to reimbursement for the purchase of any subsequent meal in accordance with Part 2 of Schedule C. - Overtime Allowance, of this Award until that employee has worked a further five hours overtime from the time of the last meal break.
- (e) If an employee, having received prior notification of a requirement to work overtime, is no longer required to work overtime, then the employee shall be entitled, in addition to any other penalty, to reimbursement for a meal previously purchased.

(6) Out of Hours Contact

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

Standby

Level 2 (minimum) weekly rate	x	1	x	37.5
		37.5		100

On Call

Level 2 (minimum) weekly rate	x	1	x	18.75
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37.5

100

Availability

Level 2 (minimum) weekly rate	x	1	x	18.75	x	50
		37.5		100		100

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

Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is made in accordance with the provisions of subclause (3) of this clause when the employee is recalled to work.

- (b) When an employee is required to be "on call" or "availability" and the means of contact is to be by landline or satellite telephone fixed at the employees residence the Insurance Commission shall:
 - (i) Where the telephone is not already installed, pay the cost of such installation.
 - (ii) Where an employee pays or contributes towards the payment of the rental of such telephone, pay the employee 1/52nd of the annual rental paid by the employee for each seven days or part thereof on which an employee is rostered to be "on call" or "availability".
 - (iii) Provided that where as a usual feature of the duties an employee is regularly rostered to be on "on call" or "availability", pay the full amount of the telephone rental.
 - (iv) When an employee is required to "on call" or "available" and the means of contact is other than a landline/satellite telephone fixed at the employee's residence, the Employer shall provide the employee with the means of contact free of charge for the purposes of work related activity.
- (c) An employee shall be reimbursed the cost of all telephone calls made on behalf of the Employer as a result of being on out of hours contact.
- (d) Where an employee rostered for "on call" or "availability" is recalled to duty during the period for which the employee is on "out of hours contact" then the employee shall receive payment for hours worked in accordance with subclause (3) of this clause.
- (e) Where an employee rostered for "on call" or "availability" is recalled to duty, the time spent travelling to and from the place at which duty is to be performed, shall be included with actual duty for the purposes of overtime payment.
- (f) Minimum payment provisions do not apply to an employee rostered for "out of hours contact" duty.
- (g) An employee in receipt of an "out of hours contact" allowance and who is recalled to duty shall not be regarded as having performed emergency duty in accordance with subclause (7) of this clause.
- (h) Employees subject to this clause shall, where practicable, be periodically relieved from any requirement to hold themselves on "standby", "on call" or "availability".
- (i) No employee shall be on out of hours contact after the last working day preceding a period of annual leave or long service leave.

(7) Emergency Duty

- (a) Where an employee is required to return to duty to meet an emergency at a time when he or she would not ordinarily have been on duty, and no notice of such call was given prior to completion of usual duty on the last day of work prior to the day on which called on duty, then if called to duty:
 - (i) on a Saturday, Sunday or Public Holiday, otherwise than during prescribed hours of duty he/she shall be entitled to payment at the rate in accordance with subclause (3) of this clause for a minimum period of three hours;
 - (ii) before or after the prescribed hours of duty on a weekday he/she shall be entitled to payment at the rate in accordance with subclause (3) of this clause for a minimum period of two and a half hours.
- (b) Time spent in travelling to and from the place of duty where the employee is actually recalled to perform emergency duty shall be included with actual duty performed for the purpose of overtime payment.
- (c) An employee recalled for emergency duty shall not be obliged to work for the minimum period if the work is completed in less time, provided that an employee called out more than once within any such minimum period shall not be entitled to any further payment for the time worked within that minimum period.
- (d) Where an employee is required to work beyond the minimum period on the first or subsequent recall for emergency duty, the additional time worked at the conclusion of that minimum period shall be paid in accordance with the appropriate rate in subclause (3) of this clause.
- (e) Where an employee is recalled for a second or subsequent period of emergency duty outside of the initial minimum period, the employee shall be entitled to payment for a new minimum period, and the provisions of this subclause shall be re-applied.
- (f) For the purpose of this subclause, no claim for payment shall be allowed in respect of any emergency duty, including travelling time, which amounts to less than 30 minutes.

(8) Excess Travelling Time

An employee eligible for payment of overtime, who is required to travel on official business outside normal working hours and away from usual headquarters shall be granted time off in lieu of such actual time spent in travelling at equivalent or ordinary rates on weekdays and at time and one half rates on Saturdays, Sundays and Public Holidays, otherwise than during prescribed hours of duty, provided that:

- (a) such travel is undertaken at the direction of the Employer;
- (b) such travel shall not include:
 - (i) time spent in travelling by an employee on duty at a temporary headquarters to the employee's home for weekends for the employee's own convenience;
 - (ii) time spent in travelling by plane between the hours of 11.00 pm and 6.00 am;
 - (iii) time spent in travelling by train between the hours of 11.00 pm and 6.00 am;
 - (iv) time spent in travelling by ship when meals and accommodation are provided;
 - (v) time spent in travel resulting from the permanent transfer or promotion of an employee to a new location;
 - (vi) time of travelling in which an employee is required by the department to drive, outside ordinary hours of duty, a departmental vehicle or to drive the employee's own

motor vehicle involving the payment of mileage allowance, but such time shall be deemed to be overtime and paid in accordance with subclause (3) of this clause. Passengers, however, are entitled to the provisions of this subclause (8) of this clause;

- (vii) time spent in travelling to and from the place at which overtime or emergency duty is performed, when that travelling time is already included with actual duty time for the payment of overtime.
 - (c) Time off in lieu will not be granted for periods of less than 30 minutes.
 - (d) Where such travel is undertaken on a normal working day, time off in lieu is granted only for such time spent in travelling before and/or after the usual hours of duty which is in excess of the employee's ordinary travelling time.
 - (e) Where the urgent need to travel compels an employee to travel during the employee's usual lunch interval such additional travelling time is not to be taken into account in computing the number of hours of travelling time due.
 - (f) In the case of an employee absent from usual headquarters, not involving an overnight stay, the time spent by the employee, outside the prescribed hours of duty, in waiting between the time of arrival at place of duty and the time of commencing duty, and between the time of ceasing duty and the time of departure by the first available transport shall be deemed to be excess travelling time.
 - (g) In the case of an employee absent from usual headquarters that does involve an overnight stay, the time spent by the employee, outside the prescribed hours of duty, in waiting between the time of ceasing duty on the last day and the time of departure by the first available transport shall be deemed to be excess travelling time.
- (9) Special Conditions

Any group of employees whose duties necessarily entail special conditions of employment shall not be subject to the prescribed hours of duty as defined in Clause 15. Hours of this Award if the Managing Director so determines. Provided, however, that such a determination shall not abrogate the right of the Association to make a claim or claims on behalf of such a group.

37. - MISCELLANEOUS ALLOWANCES & CONDITIONS

Subject to the other provisions of this Award, the following clauses within the Public Service Award 1992 (PSA A4 of 1989) and any amendments thereto including their replacement shall be deemed to have been made between the parties to this award and shall apply mutatis mutandis:

Clause 23 (6) - Additional Leave for the North West

Clause 23 (10) - Annual Leave Travel Concession

Clause 43. - District Allowance

Clause 44 - Disturbance Allowance

Clause 47 - Motor Vehicle Allowance

Clause 48 - Property Allowance

Clause 50 - Relieving Allowance

Clause 51 - Removal Allowance

Clause 53 - Transfer Allowance

Clause 54 -Travelling Allowance

Clause 55 -Weekend Absence for Residence

38. - KEEPING OF AND ACCESS TO EMPLOYMENT RECORDS

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

39. - RIGHT OF ENTRY AND INSPECTION BY AUTHORISED REPRESENTATIVES

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

40. - COPIES OF AWARD

The Employer shall ensure that sufficient copies of this Award are available for every employee covered by this Award and every employee shall be entitled to have ready access to a copy of this Award.

41. - ORGANISATIONAL CHANGE

- (1)
 - (a) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer shall notify the employees who may be affected by the proposed changes and the Association.
 - (b) For the purpose of this clause "significant effects" include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs.
- (2)
 - (a) The Employer shall discuss with the employees affected and the Association, inter alia, the introduction of the changes referred to in subclause (1) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Association in relation to the changes.
 - (b) The discussion shall commence as early as practicable after a firm decision has been made by the Employer to make the changes referred to in subclause (1) hereof, unless by prior

arrangement, the Association is represented on the body formulating recommendations for change to be considered by the Employer.

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

42. - PRESERVATION AND NON-REDUCTION

- (1) No rights, privileges or entitlements presently granted to an employee, employed by the Employer at the date of this award, shall be withdrawn or ceased unless expressly agreed to by the Employer and the employee.
- (2) Nothing herein contained shall enable the Employer to reduce the salary of any employee or conditions of work applied to any employee who at the date of this Award was being paid a higher rate of salary or wage than the minimum prescribed in this Award or was being accorded a benefit superior to any contained herein as a condition of work.

43. - SPECIAL CONTRACTS

- (1) Notwithstanding anything contained elsewhere in this Award to the contrary, the Employer and the Association may agree that a specific position, employee, group of positions or group of employees shall have their salary and conditions of employment regulated by a "special contract".
- (2) An employee who is engaged on a "special contract" shall have such salary and conditions of employment as are agreed between the Employer and the employee and such contract shall prescribe an employment package which, when viewed overall, is not less than that prescribed by this award for the position concerned or similar positions.

In the event of a dispute, the matter shall be referred to the Western Australian Industrial Relations Commission for determination.

- (3) The terms of any "special contract" shall be put in writing and forwarded to the Association for comment not less than seven (7) days after the contract is made with the employee or employees concerned.
- (4) The provisions of this Clause shall be applicable only to employees or salaries in excess of Level 5.

44. - ESTABLISHMENT OF CONSULTATIVE MECHANISMS

The parties to this award or agreement are required to establish a consultative mechanism/s and procedures appropriate to their size, structure and needs, for consultation and negotiation on matters affecting the efficiency and productivity of the Insurance Commission.

45. - SALARY PACKAGING ARRANGEMENT

- (1) An employee may, by agreement with the Employer, enter into a salary packaging arrangement in accordance with this clause and Australian Taxation Office requirements.
- (2) Salary packaging is an arrangement whereby the entitlements and benefits under this Award, contributing toward the Total Employment Cost (TEC) (as defined in subclause (3) of this clause) of an employee, can be reduced by and substituted with another or other benefits.

- (3) The TEC for salary packaging purposes is calculated by adding the following entitlements and benefits:
 - (a) the base salary;
 - (b) other cash allowances;
 - (c) non cash benefits;
 - (d) any Fringe Benefit Tax liabilities currently paid; and
 - (e) any variable components.
- (4) Where an employee enters into a salary packaging arrangement the employee will be required to enter into a separate written agreement with the Employer setting out the terms and conditions of the salary packaging arrangement.
- (5) Notwithstanding any salary packaging arrangement, the salary rate as specified in this Award, is the basis for calculating salary related entitlements specified in the Award.
- (6) Compulsory Employer Superannuation Guarantee contributions are to be calculated in accordance with applicable federal and state legislation. Compulsory Employer contributions made to superannuation schemes established under the State Superannuation Act 2001 are calculated on the gross (pre packaged) salary amount regardless of whether an employee participates in a salary packaging arrangement with the Employer.
- (7) A salary packaging arrangement cannot increase the costs to the Employer of employing an individual.
- (8) A salary packaging arrangement is to provide that the amount of any taxes, penalties or other costs for which the Employer or employee is or may become liable for and are related to the salary packaging arrangement, shall be borne in full by the employee.
- (9) In the event of any increase in taxes, penalties or costs relating to a salary packaging arrangement, the employee may vary or cancel that salary packaging arrangement.

46. - SUPPORTED WAGE

- (1) Workers Eligible for a Supported Wage

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

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

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

- (2) Eligibility Criteria

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

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

(3) Supported Wage Rates

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

Assessed Capacity (clause 51.5)	% of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$60 per week).

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

(4) Assessment of Capacity

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

- (a) the Employer and the union, in consultation with the employee, or if desired by any of these; or
- (b) the Employer and an accredited Assessor from a panel agreed by the parties to the Award and the employee.

(5) Lodgement of Assessment Instruments

All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award wage rate to be paid to the employee, shall be lodged by the Employer with the Registrar of the Commission.

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

(6) Review of Assessment

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

(7) Other Terms and Conditions of Employment

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

(8) Workplace Adjustment

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

(9) Trial Period

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

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

The minimum amount payable to the employee during the trial period shall be no less than \$60 per week.

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

Where the Employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (4).

47. - PURCHASED LEAVE - 44/52 SALARY ARRANGEMENT

- (1) The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to eight (8) weeks additional leave. The employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of purchased leave.

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

- (2) Where an employee is applying for purchased leave of between five (5) and eight (8) weeks the employer will give priority access to those employees with carer responsibilities.
- (3) The additional purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the purchased leave not taken. In the event that the employee is unable to take such purchased leave, his/her salary will be adjusted at the completion of the agreed 12 month period to take account of the fact that time worked during the year was not included in the salary.
- (4) In the event that a part time employee's ordinary working hours are varied during the year, the salary paid for such leave taken will be adjusted at the completion of the agreed 12 month period to take into account any variations to the employee's ordinary working hours during the previous year.

- (5) Access to this entitlement will be subject to the employee having satisfied the Insurance Commission's accrued leave management policy.
- (6) The employer will assess each application for a 44/52 salary arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement.
- (7) Where an employee who is in receipt of an allowance provided for in Clause 35 - Higher Duties Allowance of the Award proceeds on any period of purchased leave the employee shall not be entitled to receive payment of the allowance for any period of purchased leave.

48. - PURCHASED LEAVE - DEFERRED SALARY ARRANGEMENT

- (1) With the written agreement of the Employer, an Employee may elect to receive, over a four-year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Award.
- (2) The employer will assess each application for deferred salary on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- (3) On completion of the fourth year, an Employee will be entitled to 12 months leave and will receive an amount equal to 80% of the salary they were otherwise entitled to in the fourth year of deferment.
- (4) Where an Employee completes 4 years of deferred salary service and is not required to attend duty in the following year, the period of nonattendance shall not constitute a break in service and shall count as service on a pro-rata basis for all purposes.
- (5) An Employee may withdraw from this scheme prior to completing a 4-year period by written notice. The employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.
- (6) The Employer will ensure that superannuation arrangements and taxation effects are fully explained to the employee by the relevant Authority. The Employer will put any necessary arrangements into place.

Variation of the Arrangements

- (7) As an alternative to subclause (5) of this clause, and only by mutual agreement of the employer and the employee, the provisions of the deferred arrangement may be varied subject to the following:
 - (a) the term of the arrangement will not extend beyond that contemplated by this clause,
 - (b) the variation will not result in any consequential monetary or related gain or loss to either the employer or the employee, and
 - (c) the percentage of salary to apply during the 12 months leave as specified in subclause 3 of this clause will be calculated as 80% of the average ordinary prescribed hours worked over the previous four years.

49. - DISPUTE SETTLEMENT PROCEDURE

- (1) Any questions, difficulties or disputes arising under this Award of employees bound by the award shall be dealt with in accordance with this clause.
- (2) The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days.
- (3) If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days.

- (4) If the dispute is still not resolved, it may be referred by the employee/s or Association representative to the Employer or his/her nominee.
- (5) Where the dispute cannot be resolved within five (5) working days of the Association representatives' referral of the dispute to the Employer or his/her nominee, either party may refer the matter to the Western Australian Industrial Relation Commission.
- (6) The period for resolving a dispute may be extended by agreement between the parties.
- (7) At all stages of the procedure the employee may be accompanied by an Association representative.

50. - CASUAL EMPLOYMENT

- (1) Definition: "Casual Employee" means:
 - (a) an employee engaged by the hour for a period not exceeding one calendar month in any period of engagement, as determined by the Employer; or
 - (b) an employee engaged on an hourly rate of pay and by agreement between The Civil Service Association and the Managing Director.

Salary

- (2) Casual Employee's shall be paid for each hour worked at the appropriate classification contained in Schedule 1- Salaries of this Agreement in accordance with the following formula:

Fortnightly Salary

75

with the addition of 20% in lieu of annual leave, sick leave, long service leave and payment for public holidays.

Conditions of Employment

- (3) Conditions of Employment:

Conditions of employment, leave and allowances provided under the provisions of this Award shall not apply to a casual Employee with the exception of Bereavement and Carers Leave.

However, where expenses are directly and necessarily incurred by a casual employee in the ordinary performance of his/her duties, he/she shall be entitled to reimbursement in accordance with the provisions of this Award.

- (4) The employment of a casual employee may be terminated at any time by the casual employee or the Employer giving to the other, one hour's prior notice. In the event of the Employer or casual employee failing to give the required notice, one hour's salary shall be paid or forfeited.
- (5) The provisions of the Overtime Allowance in this Agreement do not apply to Casual employee's who are paid by the hour for each hour worked.
- (6) Additional hours are paid at the normal casual rate.
- (7) Caring Responsibilities
 - (a) Subject to the evidentiary and notice requirements in Clause 20 – Carers Leave a casual employee shall be entitled to not be available to attend work or to leave work if they need to

care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the casual employee shall agree on the period for which the casual employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the casual employee accessed the entitlements provided for in this subclause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

SCHEDULE A – SALARIES

(1) The annual salaries applicable to employees covered by this Award;

Level	Salary Per Annum \$	Arbitrated Safety Net Adjustments \$	Total Salary Per Annum \$
Level 1			
Under 17 years	11355	3886	15241
17 years	13270	4541	17811
18 years	15480	5297	20777
19 years	17918	6131	24049
20 years	20122	6885	27007
1.1	22104	7564	29668
1.2	22756	7564	30320
1.3	23407	7564	30971
1.4	24054	7669	31723
1.5	24705	7669	32374
1.6	25356	7669	33025
1.7	26105	7565	33670
1.8	26623	7565	34188
1.9	27389	7565	34954
Level 2			
2.1	28306	7565	35871
2.2	29009	7565	36574
2.3	29748	7565	37313
2.4	30529	7565	38094
2.5	31346	7565	38911
Level 3			
3.1	32469	7565	40034
3.2	33344	7565	40909
3.3	34246	7460	41706
3.4	35172	7460	42632
Level 4			
4.1	36442	7460	43902
4.2	37437	7356	44793
4.3	38461	7356	45817
Level 5			
5.1	40433	7356	47789
5.2	41766	7356	49122
5.3	43151	7356	50507
5.4	44588	7356	51944
Level 6			
6.1	46899	7356	54255
6.2	48470	7356	55826
6.3	50096	7356	57452
6.4	51832	7356	59188
Level 7			
7.1	54494	7356	61850
7.2	56336	7356	63692
7.3	58340	7356	65696

Level 8			
8.1	61597	7356	68953
8.2	63930	7356	71286
8.3	66823	7356	74179
Level 9			
9.1	70436	7356	77792
9.2	72877	7356	80233
9.3	75661	7356	83017
Class 1	79871	7356	87227
Class 2	84081	7356	91437
Class 3	88289	7356	95645
Class 4	92499	7356	99855

- (2) Salary increases resulting from State Wage Case Decisions are calculated for those employees under the age of 21 years employed at Level 1 by dividing the current junior annual salary by the current Level 1.1 annual salary and multiplying the result by the new Level 1.1 annual salary which includes the State Wage Case increase. The following formula is to be applied:

Current junior rate

Current Level 1.1 rate x New Level 1.1 rate = New junior rate

SCHEDULE B - NAMED UNION PARTY

The Civil Service Association of Western Australia Incorporated.

SCHEDULE C – OVERTIME ALLOWANCE

PART I - OUT OF HOURS CONTACT

Standby	\$6.89 per hour
On Call	\$3.45 per hour
Availability	\$1.72 per hour

PART II - MEALS

(Operative from the first pay period commencing on or from 19 October 2005)

Breakfast	\$8.25 per meal
Lunch	\$10.15 per meal
Evening Meal	\$12.20 per meal
Supper	\$8.25 per meal

SCHEDULE D – EXPIRED GENERAL AGREEMENT SALARIES

Classification	Annual Salary after 27 February 2005 (Not to be subject to arbitrated safety net adjustments)
	Existing Salary Rates
LEVELS	\$ Per Annum
Level 1	
Under 17 yrs	\$15,361
17 yrs	\$17,952
18 yrs	\$20,940
19 yrs	\$24,238
20 yrs	\$27,219
1.1	\$29,901
1.2	\$30,821
1.3	\$31,741
1.4	\$32,655
1.5	\$33,575
1.6	\$34,495
1.7	\$35,552
1.8	\$36,284
1.9	\$37,366
LEVEL 2.1	\$38,661
2.2	\$39,655
2.3	\$40,699
2.4	\$41,803
2.5	\$42,957
LEVEL 3.1	\$44,543
3.2	\$45,780
3.3	\$47,054
3.4	\$48,362
LEVEL 4.1	\$50,156
4.2	\$51,562
4.3	\$53,008
LEVEL 5.1	\$55,795
5.2	\$57,677
5.3	\$59,633
5.4	\$61,664
LEVEL 6.1	\$64,928
6.2	\$67,148
6.3	\$69,445
6.4	\$71,898

Classification	Annual Salary after 27 February 2005 (Not to be subject to arbitrated safety net adjustments)
	Existing Salary Rates
LEVELS	\$ Per Annum
LEVEL 7.1	\$75,659
7.2	\$78,260
7.3	\$81,092
LEVEL 8.1	\$85,693
8.2	\$88,989
8.3	\$93,076
LEVEL 9.1	\$98,180
9.2	\$101,628
9.3	\$105,561
CLASS 1	\$111,509
CLASS 2	\$117,458
CLASS 3	\$123,402
CLASS 4	\$129,350

VARIATION RECORD

GOVERNMENT OFFICERS (STATE GOVERNMENT INSURANCE COMMISSION) AWARD

1987 NO. PSA A 21 OF 1986

Delivered 24/12/86 at 67 WAIG 113
Varied & Consolidated by P 24/04 6/10/04 at 84 WAIG 3484

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title	Varied & Consolidated	P 24/04	6/10/04	84 WAIG 3484
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles – June, 1998)				
	Del. Cl.	609/99	06/07/99	79 WAIG 1847
1B. Minimum Adult Award Wage				
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	Cl.	P 28/98	07/08/98	78 WAIG 3525
	Min. Wage & text.	609/99	01/08/99	79 WAIG 1847
	Cl.	654/00	01/08/00	80 WAIG 3379
	Cl	752/01	01/08/01	81 WAIG 1721
	Cl	797/02	01/08/02	82 WAIG 1369
	Cl.	569/03	5/06/03	83 WAIG 1899 & 2272
	(9)	1197/03	1/11/03	83 WAIG 3537
	Cl	570/04	4/06/04	84 WAIG 1521
	Varied & Consolidated	P 24/04	6/10/04	84 WAIG 3484
	Cl.	576/05	07/07/05	Unreported
	Cl.	957/05	07/07/06	Unreported
2. Arrangement				
	Ins.22; 23; & 24	P28/91	20/11/91	72 WAIG 244
	Ins. 1A	1752/91	31/01/92	72 WAIG 191
	Cl.	P25/93	24/06/93	73 WAIG 1938
	1A. Title	1457/93	24/12/93	74 WAIG 198
	1A. Title	985/94	30/12/94	75 WAIG 23
	Ins. 19A	P5/95	09/01/95	75 WAIG 705
	1A. Title	1164/95	21/03/96	76 WAIG 911
	1A. Title	915/96	7/08/96	76 WAIG 3368
	1A	940/97	14/11/97	77 WAIG 3177

	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	15 Title	2053(2)/97	22/11/97	77 WAIG 3171
	1A	757/98	12/06/98	78 WAIG 2579
	Ins. 25	P 11/98	18/09/98	78 WAIG 4392
	Del. 1A.	609/99	06/07/99	79 WAIG 1847
	Varied & Consolidated	P 24/04	6/10/04	84 WAIG 3484
	47.	P 29/06	28/07/06	Unreported P 29/06
(3. Area)				
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
3. Area of Operation				
4. Scope				
	Varied & Consolidated	P 24/04	6/10/04	84 WAIG 3484
(5. Term)				
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
5. Term of Award				
6. Definitions				
	Varied & Consolidated	P 24/04	6/10/04	84 WAIG 3484
	Ins. Union	P 29/06	28/07/06	Unreported P 29/06
7. Contract of Service				
	Del.(5)	P16/95	29/07/96	76 WAIG 3739
	Varied & Consolidated	P 24/04	6/10/04	84 WAIG 3484
(8. Hours of Duty)				
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
8. Certificate of Service				
(9. Leave of Absence)				
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
9. Conditions of Employment				
(10. Allowances)				
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
10. Part-Time Employment				
(11. Records and Information)				
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
11. Salaries				
(12. Organisational Change)				
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
12. Expired General Agreement Salaries				
(13. Preservation and Non-Reduction)				
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
13. Annual Performance Based Salary Increments				
(14. Liberty to Apply)				
	(Alteration to Cl. – No record in any Order)			
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
14. Traineeships				
(15. Deduction of Association Subscriptions)				
	Cl & Title	2053(2)/97	22/11/97	77 WAIG 3171
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484

(15. Deleted)

15. Hours of Duty

(16. Payment of Salaries)

Ins. (4)	PSA 2060/87	29/10/87	67 WAIG 2057
Cl & Title	P 24/04	6/10/04	84 WAIG 3484

16. Annual Leave

(2)	P 29/06	28/07/06	Unreported P 29/06
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(17. Salaries)

Ins. (4)	P24/88	28/09/88	68 WAIG 2729
(4)	P24/89®	14/09/88	69 WAIG 3282
Cl.	654/00	01/08/00	80 WAIG 3379
Cl & Title	P 24/04	6/10/04	84 WAIG 3484

17. Public Holidays

(18. Salary Classifications)

Cl. 18	PSA 2060/87	29/10/87	67 WAIG 2057
Cl. 18	P24/88	28/09/88	68 WAIG 2729
(1)	P24/89®	14/09/88	69 WAIG 3282
(1)	P6/90(R2)	02/04/90	70 WAIG 2193
(1)	P28/91	20/11/91	72 WAIG 244
(1)	P5/95	09/01/95	75 WAIG 705
(1)	P 39/95	10/07/95	75 WAIG 2394
(1)	P7/96	10/07/96	76 WAIG 2763
(1)	P16/95	29/07/96	76 WAIG 3739
Rates	940/97	14/11/97	77 WAIG 3177
(1)	P 28/98	07/08/98	78 WAIG 3525
(1) rates.	609/99	01/08/99	79 WAIG 1847
Cl.	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
(1) & (2)	797/02	01/08/02	82 WAIG 1369
Cl.	P 29/02	21/08/02	82 WAIG 2452
Cl.	569/03	5/06/03	83 WAIG 1899 & 2272
Cl	570/04	4/06/04	84 WAIG 1521 & 1797
Cl & Title	P 24/04	6/10/04	84 WAIG 3484

18. Long Service Leave

(2); Ins (14)	P 29/06	28/07/06	Unreported P 29/06
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(19. Salaries - Specified Callings)

Ins. Cl.	PSA 2060/87	29/10/87	67 WAIG 2057
(1)	P24/88	28/09/88	68 WAIG 2729
(1)	P24/89(R)	14/09/88	69 WAIG 3282
Delete Cl. 1			
Ins (a)	P6/90(R2)	02/04/90	70 WAIG 2193
Del. (a); Ins (1)	P28/91	20/11/91	72 WAIG 244
Corr. Ord.	P28/91	20/11/91	72 WAIG 1196
(1)	P5/95	09/01/95	75 WAIG 705
(1)	P 39/95	10/07/95	75 WAIG 2394
(1)	P7/96	10/07/96	76 WAIG 2763
Rates	940/97	14/11/97	77 WAIG 3177
(1)	P 28/98	07/08/98	78 WAIG 3525
(1) rates.	609/99	01/08/99	79 WAIG 1847
Cl.	654/00	01/08/00	80 WAIG 3379
Cl.	752/01	01/08/01	81 WAIG 1721

	(1) Cl & Title	797/02 P 24/04	01/08/02 6/10/04	82 WAIG 1369 84 WAIG 3484
19. Sick Leave				
(19A. Arbitrated Safety Net Adjustment)				
	Ins. 19A	P5/95	09/01/95	75 WAIG 705
	Cl.	P 39/95	10/07/95	75 WAIG 2394
	Del.(1)&(2) & Ins. 2 para's.	P7/96	10/07/96	76 WAIG 2763
	Text	940/97	14/11/97	77 WAIG 3177
	Cl.	P 28/98	07/08/98	78 WAIG 3525
	Ins text.	609/99	01/08/99	79 WAIG 1847
	Cl.	654/00	01/08/00	80 WAIG 3379
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
(20. Special Contracts)				
	Renum. Cl.	PSA 2060/87	29/10/87	67 WAIG 2057
	Ins. (4)	P35/89	13/11/89	69 WAIG 3519
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
20. Carers Leave				
(21. Trainee's Salaries)				
	Renum. Cl.	PSA 2060/87	29/10/87	67 WAIG 2057
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
21. Parental Leave				
	Cl.	P 29/06	28/07/06	Unreported P 29/06
(22. Wage Fixing Principles)				
	Ins. Cl.	P28/91	20/11/91	72 WAIG 244
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
22. Leave Without Pay				
	Cl.	P 29/06	28/07/06	Unreported P 29/06
(23. Establishment of Consultative Mechanisms)				
	Ins. Cl.	P28/91	20/11/91	72 WAIG 244
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
23. Leave Without Pay				
(24. Award Modernisation)				
	Ins. Cl.	P28/91	20/11/91	72 WAIG 244
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
24. Short Leave				
(25. Salary Packaging)				
	Ins. Cl.	P 11/98	18/09/98	78 WAIG 4392
	Cl & Title	P 24/04	6/10/04	84 WAIG 3484
25. Bereavement Leave				
	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
26. Cultural/Ceremonial Leave				
	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
	(6)	P 29/06	28/07/06	Unreported P 29/06
27. Blood/Plasma Donors Leave				
	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
28. Emergency Service Leave				
	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484

29. Union Facilities for Union Representatives	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
30. Leave to Attend Association Business	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
31. Trade Union Training Leave	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
32. Defence Force Reserves Leave	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
33. International Sporting Events Leave	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
34. Witness and Jury Service	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
35. High Duties Allowance	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
36. Overtime Allowance	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
37. Miscellaneous Allowances & Conditions	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
38. Keeping of and Access to Employment Records	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
39. Right of Entry and Inspection by Authorised Representatives	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
40. Copies of Award	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
41. Organisational Change	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
42. Preservation and Non-Reduction	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
43. Special Contracts	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
44. Establishment of Consultative Mechanisms	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
45. Salary Packaging Arrangement	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
46. Supported Wage	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
47. Purchased Leave – 48/52 Salary Arrangement	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
	No. title & cl.	P 29/06	28/07/06	Unreported P 29/06
48. Purchased Leave – Deferred Salary Arrangement	Ins. Cl	P 24/04	6/10/04	84 WAIG 3484

Ins. (7)	P 29/06	28/07/06	Unreported P 29/06
49. Dispute Settlement Procedure			
Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
50. Casual Employment			
Ins. Cl	P 24/04	6/10/04	84 WAIG 3484
(3); ins (7)	P 29/06	28/07/06	Unreported P 29/06
(Schedule A - Named Union Party)			
Ins. Sch.	P25/93	24/06/93	73 WAIG 1938
Sch	P 24/04	6/10/04	84 WAIG 3484
Schedule A - Salaries			
Cl.	576/05	07/07/05	Unreported
Cl.	957/05	07/07/06	Unreported
Schedule B – Named Union Party			
Ins Sch	P 24/04	6/10/04	84 WAIG 3484
Schedule C – Overtime Allowance			
Ins Sch	P 24/04	6/10/04	84 WAIG 3484
Ins Sch (Part II-Meals)	P 25/05	25/10/05	UnreportedP25
Corr Ord Ins Sch (Part II-Meals)	P 25/05	19/10/05	UnreportedP25
Schedule D – Expired General Agreement Salaries			
Ins Sch	P 24/04	6/10/04	84 WAIG 3484
Sch.	P 29/06	28/07/06	Unreported P 29/06