Government Officers Salaries, Allowances and Conditions Award 1989

1. - TITLE

This Award shall be known as the Government Officers Salaries, Allowances and Conditions Award 1989, and shall supersede and replace the Awards or Agreements listed in Schedule C – List of Awards/Agreements which are replaced by this Award.

1B. - MINIMUM ADULT AWARD WAGE

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

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

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

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

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

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

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

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

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

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

(a) Apply to all work in ordinary hours.

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

(9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2025 State Wage order. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions

of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

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

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

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

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

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

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

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3. - AREA OF OPERATION

This Award shall apply throughout the State of Western Australia.

4. - SCOPE

This Award shall apply to all Government officers eligible for membership of the Civil Service Association of Western Australia Incorporated, employed by the Public Authorities listed in Schedule A – List of Respondents of this Award, except for those officers specified in Schedule B – Government Officers Not Covered by the Scope of this Award, or officers whose salaries or salary ranges, conditions or allowances are determined or recommended pursuant to the *Salaries and Allowances Act 1975* or any other Act or are determined or to be determined by the Governor pursuant to the provisions of any Act of Parliament.

5. - TERM OF AWARD

This Award shall operate as from 24 November 1989 and shall remain in force for a period of one year.

6. - DEFINITIONS

"Board of Reference" means a Board of Reference established under the provisions of Section 48 of the *Industrial Relations Act 1979.*

"Casual officer" means an officer engaged by the hour for a period not exceeding one calendar month in any period of engagement, or any officer employed as a casual on an hourly rate of pay by agreement between the Association and the employer.

"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.

"Employer" means a Respondent listed in Schedule A – List of Respondents of this Award.

"Fixed term officer" means an officer who is employed on a full time or part-time basis on a contract of service of specified duration.

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

"Metropolitan area" means that area within a radius of 50 kilometres from the Perth city railway station.

"Officer" means a Government officer within the meaning of the *Industrial Relations Act 1979*.

"One working day" shall be equated to seven hours and 30 minutes.

"Partner" means either spouse or de facto partner.

"Part-time employment" means regular and continuing employment of less than 37.5 hours per week.

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

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

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

7. – CERTIFICATE OF SERVICE

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

8. – CONTRACT OF SERVICE

(1) (a) Every officer appointed to the employ of an employer shall be on probation for a period not exceeding six months, unless otherwise determined by the employer.

However, officers appointed from the Public Sector who have at least six months' continuous satisfactory service immediately prior to their permanent appointment will not be required to serve a probationary period.

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

(c) As soon as possible following the expiry of the period of probation the employer shall:

(i) confirm the appointment; or

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

(iii) allow the probationary employment to lapse.

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

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

(2) (a) No officer shall leave the employ of an employer until the expiration of one month's written notice of the officer's intention to do so, without the approval of the employer. An officer who fails to give the required notice shall forfeit a sum of $500.00. Such monies may be withheld from monies due on termination.

(b) One month's written notice shall be given by the employer to an officer whose services are no longer required. Provided that the employer may pay the officer one month's salary in lieu of the said notice.

(c) Notwithstanding any of the other provisions contained in this clause a lesser period of notice may be negotiated between the employer and the officer.

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

(e) An officer, having attained the age of 55 years shall be entitled to retire from the employ of the employer.

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

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

(4) (a) Notwithstanding the other provisions contained in this clause an employer may employ officers for a fixed term.

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

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

9. - PART-TIME EMPLOYMENT

(1) (a) Each permanent part-time arrangement shall be confirmed by the employer in writing and should include the following specifications:

(i) the agreed period of the arrangement; and

(ii) the hours to be worked daily and weekly by the officer, including starting and finishing times, which shall hereinafter be referred to as "ordinary working hours".

(b) The employer shall give an officer one (1) month's notice of any proposed variation to that officer's ordinary working hours, provided that the employer shall not vary the officer's total weekly hours of duty without the officer's prior written consent, a copy of which shall be forwarded to the Association.

(c) Notwithstanding paragraph (b) of this subclause whenever agreement in writing is reached for a temporary variation to an officer's ordinary working hours:

(i) Time worked up 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) Additional days worked, up to a total of five days per week, are also regarded as an extension of the contract and should be paid at the normal rate of pay.

(2) The provisions of Clause 22. - Overtime of this Award shall apply to all time worked outside the ordinary working hours prescribed by paragraph (a) (ii) of subclause (1) of this clause unless an arrangement pursuant to paragraph (c) of subclause (1) of this clause is in place.

(3) Nothing in this clause prevents the employer and the employee agreeing to other such arrangements as is approved by the employer, in accordance with subclause (4) of Clause 20. - Hours of this Award.

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

$$\frac{\text{Hours Worked per Fortnight}}{75} \times \frac{\text{Full-time Fortnightly Salary}}{1}$$

(b) An officer shall be entitled to annual increments as prescribed in Clause 18. - Annual Increments of this Award.

(5) Officers are entitled to the holidays prescribed in Clause 24. - Public Holidays of this Award without variation of the officer's fortnightly salary provided the holidays occur on a day which is normally worked.

(6) (a) An officer shall be granted leave in accordance with Clause 23. - Annual Leave of this Award. Payment to an officer proceeding on annual leave shall be calculated having regard for any variations to the officer's ordinary working hours during the accrual period. Payment in such instances shall be calculated as follows:

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

$$\frac{\text{Average Fortnightly Hours Worked}}{75} \quad X \quad \frac{\text{Fortnightly Salary}}{1}$$

(ii) Subject to paragraph (iv) of this subclause, annual leave taken entirely in advance shall be paid according to the salary the officer would have received had the officer not proceeded on leave.

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

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

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

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

(b) Part-time officers are entitled to travel concessions pursuant to subclause (8) of Clause 23. - Annual Leave of this Award on a pro-rata basis according to the usual number of hours worked per week.

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

(7) Credits provided in Clause 26. - Sick Leave of this Award shall accrue to the officer provided that where an officer is employed for less than 75 hours per fortnight, the credits shall be pro rated according to the number of hours worked each fortnight. Payment made for sick leave granted in respect of part-time service shall be calculated in accordance with the formula set out in paragraph (a) of subclause (4) of this clause.

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

(a) If an officer consistently worked on a part-time basis for a regular number of hours during the whole of the officer's qualifying service, the officer shall continue to be paid the salary determined on that basis during the long service leave.

(b) If an officer has worked a varying number of weekly hours during the period of qualifying service, the payment for long service leave granted in respect of part-time service should be calculated on a salary which bears to the full-time salary of the position occupied by the officer when taking leave the same proportion that the hours worked when employed part-time bears to the normal weekly hours of a full-time officer.

(9) Subject to Clauses 38. - Trade Union Training Leave and 39. - Defence Force Reserves Leave of this Award, part-time officers shall receive the same entitlement as full-time officers, but payment shall only be made for those hours that would normally have been worked but for the leave.

(10) Subject to Clause 31. - Short Leave of this Award, part-time officers are eligible for short leave on a pro-rata basis calculated in accordance with the following formula:

$$\frac{\text{Hours Worked Per Fortnight}}{75} \times \frac{22.5 \text{ Hours}}{1}$$

(11) Subject to Clause 30. - Study Leave of this Award, part-time officers are entitled to study leave on the same basis as full-time officers.

(12) Right of Reversion of Officers

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

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

(13) The number or proportion of part-time officers employed in public authorities shall not exceed any number or proportion that may be agreed in writing between the Civil Service Association and the employer.

10. – CASUAL EMPLOYMENT

(1) Salary

(a) A casual officer shall be paid for each hour worked at the appropriate classification contained in Clause 11. - Salaries or Clause 12. - Salaries - Specified Callings of this Award in accordance with the following formula:

$$\frac{\text{Fortnightly Salary}}{75}$$

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

(2) Conditions of Employment

(a) Conditions of employment, leave and allowances provided under the provisions of this Award shall not apply to a casual employee with the exception of bereavement and carer's leave. However, where expenses are directly and necessarily incurred by a casual employee in the ordinary performance of their duties, he/she shall be entitled to reimbursement in accordance with the provisions of this Award.

(b) Nothing in this clause shall confer "permanent" or "fixed term contract" officer status to a casual officer.

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

(d) The provisions of Clause 22. - Overtime Allowance of this Award do not apply to casual officers who are paid by the hour for each hour worked. Additional hours are paid at the normal casual rate.

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

(3) Caring Responsibilities

(a) Subject to the evidentiary and notice requirements in Clause 27 – Carers Leave of this Award, a casual employee shall be entitled to not be available to attend work or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

11. - SALARIES

(1) Subject to Clause 17. - Traineeships of this Award the annual salaries applicable to officers not covered by Clause 12. – Salaries – Specified Callings of this Award shall be those contained in Schedule D – Salaries of this Award.

(2) An adult officer employed pursuant to Level 1 shall commence employment at Level 1.1. Provided that at the discretion of the employer, the officer may be appointed to a higher incremental level subject to previous relevant knowledge and experience.

(3) Payment Of Salaries

(a) Salaries shall be paid fortnightly but, where the usual pay day 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) The hourly rate referred to in paragraph (c) of this subclause shall only be applied to an average of no more than 37.5 hours per week worked as ordinary hours under

(i) this award; or

(ii) a contract of employment subject to the provisions s 4H of the *Workplace Agreements Act 1993* as preserved by s 100 of the *Labour Relations Reform Act 2002*.

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

(f) 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.

(4) Arbitrated Safety Net Adjustments

(a) The rates of pay in this Award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

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

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

(5) Special Allowances

The employer shall not be prohibited from granting special allowances based on additional duties and responsibilities undertaken by an officer due to expertise and knowledge of the officer.

(6) Amalgamation of Salary Classes

In allocating salaries or salary ranges the employer may amalgamate any two or more levels or, allocate specific salary points from a level or levels prescribed by this Award.

(7) In the event that an officer of the Western Australian Tourism Commission is required to serve in an office within Australia located other than in Western Australia and who was recruited in Western Australia and transferred interstate:

(a) an officer who is classified Level 1 and is 20 years or under shall receive an allowance added to their salary based on the difference between the 1.1 salary rate and the 1.7 increment of the Level 1 salary range;

(b) an officer who is classified Level 1 shall receive an allowance taking their salary level up to the 1.7 increment of the Level 1 salary range.

12. - SALARIES SPECIFIED CALLINGS

(1) Officers, who possess a relevant tertiary level qualification, or equivalent determined by the Executive Director, Labour Relations, Department of Consumer and Employment Protection, and who are employed in the callings of Agricultural Scientist, Architect, Architectural Graduate, Dental Officer, Dietician, Education Officer, Engineer, Forestry Officer, Geologist, Laboratory Technologist, Land Surveyor, Land Valuer, Legal Officer, Librarian, Medical Officer, Medical Scientist, Pharmacist, Planning Officer, Podiatrist, Psychiatrist, Clinical Psychologist, Psychologist, Quantity Surveyor, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Scientific Officer, Social Worker, Superintendent of Education, Therapist (Occupational, Physio or Speech), Veterinary Scientist, or any other professional calling determined by the Executive Director, Labour Relations, Department of Consumer and Employment Protection, shall be entitled to annual salaries as contained in Schedule E.

(2) Subject to subclause (5) of this Clause, on appointment or promotion to the Level 1 under this clause.

(a) Officers, who have completed an approved three-year tertiary qualification, relevant to their calling, shall commence at the first year increment.

(b) Officers who have completed an approved four-year tertiary qualification, relevant to their calling, shall commence at the second year increment.

(c) Officers, who have completed an approved Masters or PhD degree relevant to their calling shall commence on the third year increment.

Provided that officers who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

(3) The Executive Director, Labour Relations, Department of Consumer and Employment Protection shall be exclusively responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this clause and shall maintain a manual setting out such qualifications.

(4) The Executive Director, Labour Relations, Department of Consumer and Employment Protection in allocating levels pursuant to subclause (1) of this clause may determine a commencing salary above level 1 for a particular calling/s.

(5) The following conditions shall apply to officers in the callings detailed below:

(a) Education Officers - Officers employed in the calling of Education Officer and appointed or promoted to level 1 under this Award shall commence on the following salary points:

(i) Officers who have completed an approved three-year qualification, relevant to their calling, shall commence at the first year of the range, subject to subparagraph (v) of this subclause.

(ii) Officers who have completed an approved four-year tertiary qualification, relevant to their calling, shall commence at the second year of the range, subject to subparagraph (v) of this subclause.

(iii) Officers, who hold a relevant qualification such as an Honours or other four year degree (or equivalent) plus a Diploma of Education, or a relevant Masters degree or PhD, shall commence at the third year of the range subject to subparagraph (v) of this subclause.

(iv) Officers, who hold a relevant Masters Degree or PhD plus a Diploma of Education, shall commence at the fourth year of the range, subject to subparagraph (v) of this subclause.

(v) Officers, who have not less than two years of relevant experience, shall receive an additional increment at the time of appointment. Where the officer has had three or more years of relevant experience, two additional increments shall be granted at the time of commencement.

(b) Engineers -

(i) Officers employed in the calling of Engineer and who are classified level 1 under this Award shall be paid a minimum salary at the rate prescribed for the maximum of level 1 where the officer is an "experienced engineer" as defined.

For the purposes of this paragraph "experienced engineer" shall mean: -

(aa) An engineer appointed to perform professional engineering duties and who is a Corporate Member of the Institution of Engineers, Australia or who attains that status during service.

(bb) An engineer appointed to perform professional duties who is not a Corporate Member of The Institution of Engineers, Australia but who possesses a degree or diploma from a University, College or Institution acceptable to the Executive Director, Labour Relations, Department of Consumer and Employment Protection on the recommendation of the Institution of Engineers, Australia, and who -

(A) having graduated in a four or five year degree course at a University or Institution recognised by the Executive Director, Labour Relations, Department of Consumer and Employment Protection, has

had four years' experience on professional engineering duties acceptable to the employer since becoming a qualified engineer, or

(B) not having a University degree but possessing a diploma recognised by the Executive Director, Labour Relations, Department of Consumer and Employment Protection, has had five years' experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(c) Legal Officers - there shall be for the calling of Legal Officer an additional salary point which shall be the salary applicable to Level 6 (maximum) plus a special allowance equivalent to half the difference between Level 6 (maximum) and Level 7.

(d) Medical Officers and Psychiatrists - there shall be for the callings of Medical Officers and Psychiatrists two additional salary points which may be used. These salary points shall be:

(i) The salary applicable to Level 7 plus a Special Allowance equivalent to half the difference between Level 7 and Level 8.

(ii) The salary applicable to Level 8 plus a Special Allowance equivalent to half the difference between Level 8 and Level 9.

(e) Architectural Graduate - Officers employed in the calling of Architectural Graduate, as defined, and appointed or promoted to Level 1 shall commence on the following salary points:

(i) Officers who have completed an approved five-year tertiary qualification, relevant to this calling, shall commence at the second year increment.

(ii) Officers who have completed and approved Masters or PHD degree, relevant to this calling, shall commence at the third year increment.

For the purposes of this paragraph "Architectural Graduate" shall mean an officer who possesses a relevant tertiary level qualification or equivalent determined by the Executive Director, Labour Relations, Department of Consumer and Employment Protection but is not registered with the Architects Board of Western Australia as an Architect, and who undertakes such duties as are necessary for achieving such registration with the Architects Board of Western Australia.

(f) Architect - Officers employed in the calling of Architect, as defined, and appointed or promoted to Level 1 shall commence at the fourth year increment.

For the purposes of this paragraph "Architect" shall mean an officer who possesses a relevant tertiary level qualification or equivalent determined by the Executive Director, Labour Relations, Department of Consumer and Employment Protection, and possesses the necessary experience and is registered with the Architects Board of Western Australia as an Architect.

(g) Land Valuer –

(i) Officers employed in the calling of Land Valuer who are not licensed will usually be appointed at level 1.1 and progress to level 1.3 by annual increments.

(ii) Officers in the calling of Land Valuer shall not progress beyond Level 1.3 without being licensed.

(iii) On attainment of a licence in accordance with the *Land Valuers Licensing Act 1978* (WA), a Land Valuer shall progress to level 1.4.

(iv) A licensed Land Valuer appointed at level 1 shall have a minimum commencement of level 1.4.

13. – PURCHASED LEAVE – 44/52 SALARY ARRANGEMENT

(1) The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to eight (8) weeks additional leave.

(2) The employer will assess each application for a 44/52 salary arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement.

(3) Where an employee is applying for purchased leave of between five (5) and eight (8) weeks the employer will give priority access to those employees with carer responsibilities.

(4) Access to this entitlement will be subject to the employee having satisfied the agency's accrued leave management policy.

(5) The employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of purchased leave:

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

(6) The purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the purchased leave not taken. In the event that the employee is unable to take such purchased leave, his/her salary will be adjusted on the last pay period in January to take account of the fact that time worked during the year was not included in the salary.

(7) Where an officer who is in receipt of an allowance provided for in Clause 19. - Higher Duties Allowance of this Award proceeds on any period of additional purchased leave the officer shall not be entitled to receive payment of the allowance for any period of additional purchased leave. When not on a period of purchased leave the officer shall receive the full entitlement to Higher Duties Allowance in accordance with Clause 19. – Higher Duties Allowance of this Award.

(8) In the event that a part-time employee's ordinary working hours are varied during the year, the salary paid for such leave taken will be adjusted on the last pay in January to take into account any variations to the employee's ordinary working hours during the previous year.

14. – PURCHASED LEAVE - DEFERRED SALARY ARRANGEMENT

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

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

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

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

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

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

Variation of the Arrangements

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

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

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

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

15. – SALARY PACKAGING ARRANGEMENT

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

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

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

(a) the base salary;

(b) other cash allowances;

(c) non cash benefits;

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

(e) any variable components.

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

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

(6) Compulsory Employer Superannuation Guarantee contributions are to be calculated in accordance with applicable federal and state legislation. Compulsory employer contributions made to superannuation schemes established under the *State Superannuation Act 2000* are calculated on the gross (pre packaged) salary amount regardless of whether an officer participates in a salary packaging arrangement with their employer.

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

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

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

16. – SUPPORTED WAGE

(1) Officers Eligible for a Supported Wage

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

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

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

(2) Eligibility Criteria

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

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

(3) Supported Wage Rates

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

Assessed Capacity (clause 16.5)	% of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

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

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

(4) Assessment of Capacity

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

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

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

(5) Lodgement of Assessment Instruments

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

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

(6) Review of Assessment

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

(7) Other Terms and Conditions of Employment

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

(8) Workplace Adjustment

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

(9) Trial Period

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

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

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

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

Where the employer and officer wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (5) of this clause.

17. – 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 employer so that trainees shall not replace paid workers or volunteers or reduce the hours worked by existing officers.

(b) Training Conditions:

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

(c) Employment Conditions:

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

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

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

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

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

(d) Wages:

The salary applicable to trainees shall be as prescribed in the National Training Wage Award 2000 for officers up to and including 20 years of age. Adult trainees will be paid the rate

prescribed under the *Minimum Conditions of Employment Act 1993* for the minimum weekly rate of pay for officers 21 or more years of age.

18. – ANNUAL INCREMENTS

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

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

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

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

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

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

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

(4) For the purposes of this clause "continuous service", except where an increment is payable according to age, shall not include:

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

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

19. – HIGHER DUTIES ALLOWANCE

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

Provided that where the hours of duty of an officer performing shift work are greater than 7½ hours per day as provided for in paragraph (3)(a) of Clause 21. - Shift Work Allowance of this Award the allowance shall be payable after the completion of 37½ consecutive working hours in the higher classified position. This period shall not include any time worked as overtime.

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

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

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

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

(5) Where an officer is directed to act in an office which has an incremental range of salaries such an officer shall be entitled to receive an increase in the higher duties allowance equivalent to the annual increment the officer would have received had the officer been permanently appointed to such office; provided that acting service with allowances for acting in offices for the same classification or higher than the office during the eighteen (18) months preceding the commencement of such acting shall aggregate as qualifying service towards such an increase in the allowance.

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

(a) a period of normal annual leave; or

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

(7) For the purpose of this clause the expression "normal annual leave" shall mean the annual period of recreation leave as referred to in Clause 23. - Annual Leave of this Award and shall include any public holidays and leave in lieu accrued during the preceding twelve (12) months taken in conjunction with such annual leave.

(8) Where officers in receipt of an allowance granted under this clause and proceeds on:

(a) a period of annual leave in excess of the normal, such officers shall only receive payment of such allowance for the period of normal annual leave and,

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

20. - HOURS

(1) Except as otherwise provided in this clause, the ordinary hours of work shall be 37 hours and 30 minutes per week to be worked as determined by the employer between the hours of 7.00 am and 6.00 pm on five days per week Monday to Friday.

(2) (a) Officers shall be entitled to a meal break between 12.00 noon and 2.00 pm which shall not be less than 30 minutes nor greater than 90 minutes in duration. An officer shall not be required to work for more than five (5) hours on any day without taking a meal break.

(b) In the event of an emergency an employer may defer the taking of a meal break.

(c) For the purposes of this clause a standard meal break shall be 45 minutes in duration.

(3) The employer may vary the ordinary hours of attendance observed in the public authority so as to make provision for -

(a) the attendance of officers for ordinary duty on a Saturday, Sunday, or Public Holiday as prescribed in Clause 24. - Public Holidays of this Award;

(b) the performance of shift work including work on Saturdays, Sundays, and Public Holidays as prescribed in Clause 21. - Shift Work Allowance of this Award;

(c) the disposal of public business or the nature of the duties of an officer or class of officers.

Provided that where the ordinary hours of duty are so varied they shall not prescribe ordinary working hours in excess of 150 in a four week period. This provision is subject to subclause (2)(a) of this clause.

(4) Notwithstanding the provisions of paragraph (a) of this subclause, where it is considered necessary to provide for more economic operations the employer may authorise the operation of alternative working arrangements.

Such alternative working arrangements shall be either -

(a) the operation of flexitime as specified in subclause (7) of this clause; or

(b) the operation of a nine day fortnight as specified in subclause (8) of this clause; or

(c) such other arrangement as is considered appropriate by the employer.

(5) (a) Where an officer is required to relieve in another position which is subject to a different working arrangement the officer relieving shall observe the working arrangement applicable to the position in which the relief is being carried out.

(b) A period of relief to be carried out in a position subject to a nine day fortnight shall not commence or cease on the substantive occupant's rostered day off.

In respect to the provisions contained in subclause (7) of this clause any period of relief which results in the officer incurring a debit or credit of hours outside of 75 hours a fortnight shall be adjusted upon return to the substantive position subject to consultation with the employer.

(6) Notwithstanding the provisions contained in this clause, officers Level 6 and above shall work those hours designed to meet the responsibilities of their management tasks as directed by the employer. This provision does not preclude the employer from authorising modified working hours as prescribed in subclause (3) or (4) of this clause.

(7) Flexitime Arrangements

(a) In accordance with subclause (4)(a) of this clause officers may select their own starting and finishing times within the following periods:

7.30 am to 9.30 am

12.00 noon to 2.00 pm

3.30 pm to 6.00 pm

(b) (i) A flexitime roster shall be maintained by the employer who will indicate the minimum staffing and other requirements in respect to starting and finishing times, lunch break coverage and flexileave.

(ii) The flexitime roster shall be made available to all affected officers no later than three days prior to the settlement period described in subclause (7)(b)(i) of this clause.

(iii) The flexitime roster shall be prepared in consultation with the affected officers, subject to the employer retaining the right to determine hours to suit operational needs.

(iv) Subject to four weeks' notice being given, the employer may withdraw the authorisation of a flexitime roster.

(c) Officers must work in the following periods:

9.30 am to 12.00 noon

2.00 pm to 3.30 pm

For the purposes of this subclause such periods are to be known as core periods.

(d) An officer shall be allowed a meal break between 12.00 noon and 2.00 pm of not less than 30 minutes but not exceeding 45 minutes except where approved by the employer.

(e) Notwithstanding any provisions contained in this subclause an officer may be allowed a maximum of two full days or any combination of half days and full days that does not exceed two days in any one settlement period as described in subclause (7)(b)(i) of this clause.

(f) Flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Full days of flexileave may not be taken on consecutive working days.

(h) For the purposes of this subclause a settlement period shall -

(i) consist of four weeks;

(ii) commence at the beginning of a pay period;

(iii) have the required hours of duty of 150 hours.

(i) (i) Credit hours a maximum of seven hours 30 minutes shall be allowed at the end of each settlement period and shall be carried forward to the next settlement period.

(ii) In the case of credit hours greater than seven hours thirty (30) minutes gained in one settlement period, the hours in excess of seven hours 30 minutes shall be lost.

(iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(j) (i) Debit hours below the required 150 hours prescribed in paragraph (i) of this subclause to a maximum of four hours shall be allowed at the end of each settlement period and shall be carried forward to the next settlement period.

(ii) For debit hours in excess of four hours, officers shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subclause (j)(i) of this clause.

(k) Notwithstanding any of the provisions contained in this subclause, maximum of ten hours may be worked in any one day.

(l) Where study leave as provided in Clause 30. - Study Leave of this Award has been approved credits will be given for education commitments provided in that clause and for which leave is necessary to allow for attendance at formal classes.

(m) (i) Officers receiving at least one day's prior notice of overtime shall be required to work the prescribed hours of duty determined by the officer under subclause (1) of this clause.

(ii) Where an officer is required to work overtime at the conclusion of a day with less than one day's notice, and

(aa) where the officer has at the commencement of that day two hours or more flexitime credits, the officer shall be paid overtime after five hours' work on that day or for time worked after 3.30 pm, whichever is the later; or

(bb) where that officer has commenced duty prior to 8.30 am and has, at the commencement of that day, less than two hours' flexitime credits, the officer shall be paid overtime, for time worked after the completion of prescribed hours of duty or after working seven hours 30 minutes on that day, whichever is the earlier; or

(cc) where that officer has commenced work after 8.30 am and has, at the commencement of that day, less than two hours' flexitime credits, the officer shall be paid overtime, for time worked after 5.30 pm or after working seven hours 30 minutes, on that day whichever is the earlier.

(iii) Where an officer is required to work overtime at the beginning of a day with less than one day's notice, that officer shall be paid overtime for any time worked prior to the commencing time for prescribed hours of duty determined by the public authority under subclause (1) of this clause.

(8) Nine Day Fortnight

(a) In accordance with the provision contained in paragraph (b) of subclause (4) of this clause, the ordinary hours of duty of 75 hours a fortnight may be worked over nine days of the fortnight exclusive of work performed on Saturday, Sunday and the rostered day off.

(b) For the purposes of this subclause the ordinary hours of duty to be worked shall be eight hours 20 minutes worked between 7.00 am and 6.00 pm, on five days per week excluding Saturday and Sunday.

(c) Each officer shall be allowed one rostered day off per fortnight.

(d) When a public holiday falls on a rostered day off that officer shall be granted a day in lieu of the public holiday prior to the conclusion of the current fortnight.

(e) In taking annual leave, where a period of leave involves a part day, the part day shall be availed of at the commencement of the period of leave.

(9) (a) The ordinary hours of duty at the Western Australian Greyhounds Association shall be 37 hours 30 minutes per week, not exceeding seven hours 30 minutes per day to be worked over any five days of the week, provided that such days off duty need not be consecutive days.

(b) Provided that the Western Australian Greyhounds Association by written Instruction may vary the time of attendance because of the circumstances of public business or because of the nature of the duties of an officer or class of officer. The Association shall be supplied with a copy of such Instruction.

21. – SHIFT WORK ALLOWANCE

(1) In this Clause the following expressions shall have the following meaning:

"Day shift" means a shift commencing after 6.00 am and before 12.00 noon.

"Afternoon shift" means a shift commencing at or after 12.00 noon and before 6.00 pm.

"Night shift" means a shift commencing at or after 6.00 pm and before 6.01 am.

"Public holiday" shall mean a holiday provided in Clause 24. - Public Holidays of this Award.

(2) (a) (i) An officer required to work a weekday afternoon or night shift, will in addition to the ordinary rate of salary, be paid an allowance in accordance with the following formula for each shift so worked.

$$\frac{\text{Annual Salary}}{1} \times \frac{12}{313} \times \frac{1}{10} \times \frac{15}{100}$$

(ii) Notwithstanding the above, the minimum amount payable per shift to an employee required to work afternoon or night shift will be the allowance payable to an employee with an annual salary of Level 1.4 using the formula at clause 21(2)(a)(i).

(iii) For the purposes of clause 21 (2) (a), “annual salary” is the ordinary rate of salary payable for the position. Clause 65(2) of the award defines annual salary for calculation purposes.

(b) Work performed during ordinary rostered hours on the following days shall be paid for at the following rates, in lieu of the allowance prescribed in clause 21 (2) (a):

(i) Saturdays - time and one-half;

(ii) Sundays - time and three quarters; and

(iii) Public holidays – double time and one half.

Provided that in lieu of the provisions of clause 21 (2) (b) (iii) and subject to agreement between the employer and the officer, work performed during ordinary rostered hours on a public holiday shall be paid for at the rate of time and one-half and the officer may, in addition be allowed a day’s leave with pay to be added to annual leave to be taken at some other time within a period on one year.

(c) Weekend Penalty Rates for Casual Employees

(i) Notwithstanding the provisions of clause 10 (2) (a) – Casual Employment, casual employees are entitled to weekend shift penalties. Work performed during ordinary rostered hours on the following days shall be paid for at the following rates:

Saturdays and public holidays - time and one-half (casuals are already paid a loading in lieu of public holidays); and

Sundays - time and three quarters.

(ii) These rates are paid in addition to but not compounded on the casual loading provided for clause 10 (1) (a) – Casual Employment.

(d) An officer rostered off duty on a public holiday shall be paid at ordinary rates for such day or, subject to agreement between the employer and the officer, be allowed a day's leave with pay in lieu of the holiday to be added to the officer's next annual leave entitlement or taken at a mutually convenient time within a period of one year.

(e) An officer engaged on shift work who is rostered to work regularly on Sundays and/or public holidays shall be entitled to one week's leave in addition to the officer's normal entitlement to annual leave of absence for recreation.

(f) Additional leave provided by paragraphs (b) and (d) of this subclause shall not be subject to the annual leave loading prescribed by subclause (14) of Clause 23. - Annual Leave of this Award.

(g) Work performed by an officer in excess of the ordinary hours of the officer's shift or on a rostered day off shall be paid for in accordance with the overtime provisions of Clause 22. - Overtime of this Award.

(h) (i) When an officer begins or ceases a shift between the hours of 11.00 pm and 7.00 am and no public transport is available, reimbursement at the appropriate rate of hire prescribed by subclause (4) of Clause 46. - Motor Vehicle Allowance of this Award shall be made if the officer's private motor vehicle or cycle is used for the journey between the officer's residence and headquarters and the return journey.

Provided however, that any officer who, on or after October 30, 1987, elects to be permanently retained on a fixed or non rotating shift that begins or ceases between or on the hours of 11.00 pm and 7.00 am shall not be eligible to claim this reimbursement.

(ii) The provisions of this subclause shall only be applied to officers living and working within a radius of 50 km of the Perth City Railway Station.

(3) Hours of Duty and Rosters

(a) An officer engaged on shifts shall work a 75-hour fortnight, exclusive of meal intervals, on the basis of not more than ten (10) shifts per fortnight of not more than seven and one half hours duration. Provided that where agreement is reached between the employer and the Association the length and/or number of shifts worked per fortnight may be altered.

Provided that when the agreed length of a shift is extended past seven and one half hours, overtime shall be payable only for time worked in excess of the rostered shift.

Provided also that whenever an agreed alteration to the number of hours per shift has occurred then the allowance per shift shall be varied on a pro rata basis to reflect any variation to other than seven and one half (7½) hours.

(b) Meal breaks shall be for a period of at least thirty (30) minutes, but not greater than one hour for each meal.

(c) Officers may be rostered to work on any of the seven days of the week provided that no officer shall be rostered for more than six (6) consecutive days.

Provided that where agreement is reached between the employer and the Association, shift workers may be exempted from this provision.

(d) The roster period shall commence at the beginning of a pay period and continue for fourteen (14) consecutive days. Rosters shall be available to officers at least five (5) clear working days prior to the commencement of the roster.

(e) A roster may only be altered on account of a contingency, which the employer could not have been reasonably expected to foresee. When a roster is altered, the officer concerned shall be notified of the changed shift 24 hours before the changed shift commences. Provided that where such notice is not given, the officer shall be paid overtime in accordance with Clause 22. - Overtime Allowance of this Award for the duration of the changed shift. This provision shall not apply to an officer who was absent from duty on the officer's last rostered shift.

(f) An officer shall not be rostered for duty until at least ten (10) hours have elapsed from the time the officer's previous rostered shift ended. Provided that where agreement is reached between

the Association and the employer the ten (10) hour break may be reduced to accommodate special shift arrangements, except that under no circumstances shall such an agreement provide for a break of less than 8 hours.

(g) An officer shall not be retained permanently on one shift unless the officer so elects in writing.

(h) Officers shall be allowed to exchange shifts or days off with other officers provided the approval of the employer has been obtained and provided further that any excess hours worked shall not involve the payment of overtime.

22. – OVERTIME ALLOWANCE

(1) In this clause the following expressions shall have the following meaning:

"prescribed hours of duty" means the officer's normal working hours as prescribed in Clause 20. - Hours of this Award, or written instruction issued out of that clause.

"public holiday" means the days prescribed in Clause 24. - Public Holidays of this Award.

"ordinary travelling time" means the time which an officer would ordinarily spend in travelling by public transport once daily from the officer's home to the officer's usual headquarters and home again. It is the time elapsing between the time of departure from home and the official time of commencement of duty and the official time of cessation of duty and arrival at home. Where an officer has a continuing approval to use a vehicle for official business, ordinary travelling time means the time spent in travelling by that vehicle from home to headquarters and home again each day.

"a day" shall mean from midnight to midnight.

(2) When and as often as it is necessary to overcome arrears of work or to meet pressure of business, any officer may be required by the employer to perform overtime duty at times other than the ordinary hours of attendance applicable to that officer.

(3) Reasonable Hours of Overtime

(a) An employer may require an officer to work reasonable overtime at overtime rates.

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

(i) any risk to officer health and safety;

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

(iii) the needs of the workplace or enterprise;

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

(v) any other relevant matter.

(4) (a) All work performed by an officer whose hours of attendance are determined in accordance with subclause (1) of Clause 20. - Hours of this Award by direction of the employer:

(i) before or after the prescribed hours of duty on a weekday; and

(ii) on a Saturday, Sunday or public holiday, shall be classed as overtime and, subject to the provisions of this clause, shall be paid for at the hourly rate prescribed by paragraph (b) of this subclause.

(b) (i) Payment for overtime shall be calculated on an hourly basis in accordance with the following formula -

Weekdays:

For the first three hours on any one week day –

$$\frac{\text{Fortnightly salary}}{75} \times \frac{3}{2}$$

After the first three hours on any one week day -

$$\frac{\text{Fortnightly salary}}{75} \times \frac{2}{1}$$

Saturday:

First three hours on any Saturday -

$$\frac{\text{Fortnightly salary}}{75} \times \frac{3}{2}$$

After the first three hours or after 12.00 noon, whichever is the earlier, on any Saturday -

$$\frac{\text{Fortnightly salary}}{75} \times \frac{2}{1}$$

Sundays:

$$\frac{\text{Fortnightly salary}}{75} \times \frac{2}{1}$$

Public Holidays:

During prescribed hours of duty

$$\frac{\text{Fortnightly salary}}{75} \times \frac{3}{2}$$

in addition to the normal days pay.

During hours outside of prescribed hours of duty -

$$\frac{\text{Fortnightly salary}}{75} \times \frac{5}{2}$$

(ii) For the purposes of this clause fortnightly salary shall not include any district allowances, personal allowances, service allowances, special allowances 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.

(c) Subject to prior agreement in writing, time off in lieu of payment may be granted by the employer. Such time off in lieu to be determined on an hourly basis by dividing the normal hourly rate of pay into the amount to which the officer would otherwise have been entitled at the prescribed rate in accordance with paragraph (b) of this subclause.

The officer shall be required to clear accumulated time off in lieu within two months of the overtime being performed. If the employer is unable to release the officer to clear such leave, then the officer shall be paid for the overtime worked.

Provided that by agreement between the employer and the officer, time off in lieu of overtime may be able to be accumulated beyond two months from the time the overtime is performed so as to be taken in conjunction with periods of leave.

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

(e) No claim for payment of overtime or time off in lieu under the provisions of this clause shall be allowed in respect of any day on which the additional time worked amounts to 30 minutes or less.

(f) (i) Where an officer having received prior notice, is required to return to duty -

(aa) On a Saturday, Sunday or public holiday otherwise than during prescribed hours of duty the officer shall be entitled to payment at the rate in accordance with paragraph (b) of this subclause for a minimum period of three hours.

(bb) Before or after the prescribed hours of duty on a weekday the officer shall be entitled to payment at the rate in accordance with paragraph (b) of this subclause for a minimum period of one hour 30 minutes.

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

(iii) The provisions of this subparagraph shall not apply in cases where it is customary for an officer to return to the officer's place of employment to perform a specific job outside the officer's 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.

(g) When an officer is directed to work overtime at a place other than the usual headquarters, and provided that place where the overtime is to be worked is situated in the area within a radius of 50 kilometres from the usual headquarters, and the time spent in travelling to and from that place is in excess of the time which an officer would ordinarily spend in travelling to and from the 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.

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

(i) Except as provided in paragraph (k) 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) Officers whose maximum salary or maximum salary and allowance in the nature of salary exceeds the gross annual equivalent to the salary paid from time to time in respect of Level 5 as contained in Clause 11. - Salaries and Clause 12. - Salaries - Specified Callings of this Award.

(ii) Officers whose work is not subject to close supervision.

(j) Notwithstanding the provisions of paragraph (i) of this subclause, where from the nature of the duties required or from other relevant circumstances it appears just and reasonable, any such officer as is referred to in that paragraph shall, with the special approval of the employer be paid overtime or granted time off in lieu as prescribed by paragraph (b) or paragraph (c) respectively of this subclause and where in any such case the employer declines to give such special approval the matter may be referred to the Public Service Arbitrator. When an officer 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, then such officer shall be entitled to payment or time off in lieu of overtime worked in accordance with paragraph (b) or paragraph (c) of this subclause.

(k) (i) Where an officer performs overtime duty after the time at which the officer's normal hours of duty end on one day and before the time at which the officer's normal hours of duty are to commence on the next succeeding day which results in the officer not being off duty between these times for a continuous period of not less than ten hours, the officer is entitled to be absent from duty without loss of salary from the time of ceasing overtime duty, until the officer has been off duty for a continuous period of ten hours.

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

(iii) The provisions of this paragraph shall not apply to officers included in subclause (5) of this clause.

(l) Where an officer is required to work a continuous period of overtime which extends passed 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 paragraph (b) of this subclause.

(5) (a) For the purpose of this subclause:

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

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

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

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

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

"Availability" will not include situations in which officers carry telephones or other means or make their telephone numbers or other contact details available only in the event that they may be needed for casual contact or recall to work. Subject to paragraph (i) of subclause (4) of this clause recall to work under such circumstances would constitute emergency duty in accordance with subclause (6) of this clause.

Out of Hours Contact

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

Standby

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

On Call

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

Availability

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

Such allowances are contained in Part I of Schedule I – Clause 22. – 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 (4) of this clause when the officer is recalled to work.

(c) Where an officer is required to be on "on call" or "available" and the means of contact is to be by landline or satellite telephone fixed at the officer's residence the employer shall:

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

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

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

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

(d) An officer shall be reimbursed the cost of all telephone calls made on behalf of the employer as a result of contact pursuant to paragraph (a) of this subclause.

(e) Where an officer rostered for "on call" or "availability" is recalled for duty during the period for which the officer is on "out of hours contact" then the officer shall receive payment for hours worked in accordance with paragraph (b) of subclause (4) of this clause.

(f) Time spent in travelling to and from the place of duty where an officer rostered on "on call" or "availability" is actually recalled to duty, shall be included with actual duty performed for purposes of overtime payment.

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

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

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

(6) (a) (i) Where an officer is called on duty to meet an emergency at a time when the officer 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 the officer is called on duty, then, if called to duty

(aa) on a Saturday, Sunday or public holiday otherwise than during the prescribed hours of duty the officer shall be entitled to payment at the rate in accordance with paragraph (b) of subclause (4) of this clause for a minimum period of three hours;

(bb) before or after the prescribed hours of duty on a weekday the officer shall be entitled to payment at the rate in accordance with paragraph (b) of subclause (4) of this clause for a minimum period of two hours 30 minutes;

(ii) for the purpose of this subclause, where an officer is recalled more than once, each period of emergency duty shall stand alone in respect to the application of the minimum period payment, subject to paragraph (c) of this subclause.

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

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

(7) An officer eligible for payment of overtime in accordance with paragraph (j) of subclause (4) of this clause, who is required to travel on official business outside of the officer's normal working hours and away from the officer's 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, provided:-

(a) Such travel is undertaken at the direction of the employer.

(b) Such travel shall not include -

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

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

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

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

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

(vi) time in travelling in which an officer is required by the employer to drive, outside ordinary hours of duty, an employer's vehicle or to drive the officer's own motor vehicle involving the payment of motor vehicle allowance but such time shall be deemed to be overtime and paid in accordance with paragraph (b) of subclause (4) of this clause.

(c) Time off in lieu will not be granted for periods of less than thirty 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, and where an officer is required to travel during the officer's usual lunch interval such additional travelling time is not to be taken into account in computing the number of hours of travelling time due.

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

(f) Except as provided in paragraph (b) of this subclause, all time spent in actual travel on Saturdays, Sundays, and public holidays provided in Clause 24. - Public Holidays of this Award, shall be deemed to be excess travelling time.

(8) (a) A break of 30 minutes, shall be made for meals between 12.00 noon and 2.00 p.m. and between 5.00 p.m. and 7.00 p.m. when overtime duty is being performed.

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

(b) An officer required to work overtime who purchases a meal shall be reimbursed for each meal purchased at the rate prescribed for that meal in Part II of Schedule I – Clause 22. – Overtime Allowance of this Award.

Provided that the overtime worked when such a meal is purchased totals not less than two hours, such reimbursement shall be in addition to any payment for overtime to which the officer is entitled.

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

(9) Any group of officers whose duties necessarily entail special conditions of employment shall not be subject to the prescribed hours of duty as defined in subclause (1) of this clause if the employer and the Association so agree.

23. – ANNUAL LEAVE

(1) (a) Except as provided in subclause (10) of this clause, each officer is entitled to four weeks' leave on full pay for each year of service. Annual leave shall be calculated on a calendar year basis commencing on January 1 in each year.

(b) An officer may take annual leave during the calendar year in which it accrues, but the time during which the leave may be taken is subject to the approval of the employer.

(c) An officer who is first appointed after January 1 is entitled to pro-rata annual leave for that year in accordance with the formula contained in subclause (2) of this clause.

(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.

(2) Entitlement

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

(b) Where employers have systems in place which record and report pro rata accrual of annual leave entitlements in a manner other than prescribed by this clause, that method of accrual may continue provided the system provides the same accrual over a full year. Employers must ensure that upon the cessation of employment, all pro rata annual leave entitlements accrued are equivalent to the pro rata annual leave entitlement provided by clause 23 (2) (i).

(3) Annual leave shall be taken in one period unless otherwise approved by the employer.

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

(5) (a) When the convenience of the employer is serviced, the employer may approve the deferment of the commencing date for taking annual leave, but such approval shall only remain in force for a period of one year.

(b) The employer may renew the approval referred to in subclause (a) of this clause for a further period of a year or further periods of a year but so that an officer does not at any time accumulate more than three years' entitlement.

(c) Where the convenience of the employer is served, the employer may approve the deferment of the commencement date for taking leave so that an officer accumulates more than three years' entitlement, subject to any condition which the employer may determine.

(d) When an officer who has received approval to defer the commencement date for taking annual leave under paragraph (a), (b) or (c) of this subclause next proceeds on annual leave, the annual leave first accrued shall be the first leave taken.

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

(7) (a) An officer whose headquarters are located north of the 26 degrees south latitude shall receive an additional five working day's leave on the completion of each 12 months' continuous service in the region.

(b) An officer who proceeds on annual leave before having complete the necessary year of continuous service may be given approval for the additional five working days' leave provided the leave is taken at the employer's convenience and provided the officer returns to that region to complete the necessary service.

(c) Where an officer has served continuously for at least a year north of the 26 degrees south latitude, and leaves the region because of promotion or transfer, a pro rata annual leave credit to be cleared at the employer's convenience shall be approved on the following basis:

Completed months of continuous service in the	1	2	3	4	5	6	7	8	9	10	11

region after the initial years service:												
Pro rata additional annual leave (working days):	Nil	Nil	1	1	2	2	2	3	3	4	4

(d) Where payment in lieu of pro rata annual leave is made on the death, resignation or retirement of an officer in the region, in addition to the payment calculated on a four week basis, payment may be made for the pro rata entitlement contained in paragraph (c) of this subclause.

(8) (a) (i) Officers and their dependants proceeding on annual leave to either Perth or Geraldton from headquarters situated in areas 3, 4, 5 and 6, as defined in Clause 42. - District Allowance, of this Award, shall be entitled to the concessions contained in Schedule M – Travel Concessions for Annual Leave of this Award; provided that the officer has at least 12 months service in these areas.

(ii) An officer who has less than 12 months service in the abovementioned areas and who is required to proceed on annual leave to suit departmental convenience shall be entitled to the concessions. The concession may also be given to an officer who proceeds on annual leave before completing the 12 months service provided that the officer returns to the area to complete the 12 months service at the expiration of the period of leave.

(iii) Only one annual leave travel concession per employee or dependant per annum is available.

(iv) The mode of travel is to be at the discretion of the employer.

(v) Travel concessions not utilised within 12 months of becoming due will lapse.

(b) Where officers are entitled to a travel concession under clause 23 (8) and the employees' headquarters are situated in District Allowance Areas 3, 4, 5 or 6, as defined by clause 43. – District Allowance this Award, a travel concession covering the cost of airfares or motor vehicle allowance up to a maximum amount equivalent to the value of a return fully flexible and refundable airfare to Perth will be provided for each employee and each of their dependants when proceeding on annual leave to a location other than Perth or Geraldton.

(c) Officers, other than those designated in paragraph (a) of subclause (8) of this clause, whose headquarters are situated two hundred and forty kilometres or more from Perth General Post Office and who travel to Perth for their annual leave may be granted by the employer reasonable travelling time to enable them to complete the return journey.

(d) (i) An officer of the Western Australian Tourism Commission who was recruited in Perth and is serving in another State shall receive return economy class air fares or equivalent for spouse and dependants from branch office to Perth and return annually for the purpose of annual leave, providing the period taken is not less than ten (10) working days. The provision of airfares is not cumulative from one year to the next.

(ii) The mode of transport to be at the discretion of the officer provided that reimbursement is not above the maximum cost of the air fares.

(e) For the purposes of determining eligibility for Annual Leave Travel Concession, a dependant shall mean:

(i) a partner; and/or

(ii) any child who relies on the officer for their main financial support;

who does not have an equivalent entitlement of any kind.

(f) For the purposes of the definitions at paragraph (e) of this subclause, a child will be considered to rely on the officer for their main financial support where that child is in receipt of income of less than half the annualised WA minimum adult wage as at 30 June of the immediate past financial year, excluding income from a disability support pension.

(9) On application to the employer, a lump sum payment for the money equivalent of any:

(a) Accrued annual leave as prescribed by subclause (1) or subclause (6) of this clause shall be made to an officer who resigns, retires, is retired or in respect of an officer who dies. The provisions of this paragraph shall also apply to an officer who is dismissed unless the misconduct for which the officer has been dismissed occurred prior to the completion of the qualifying period; and

(b) pro rata annual leave shall be made to an officer who resigns, retires, is retired or in respect of an officer who dies but not to an officer who is dismissed.

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

(11) When computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period an officer is on annual leave, observing a public holiday prescribed by this award, absence through sickness with or without pay. This provision applies except for that portion of an absence through sickness without pay that exceeds three months, absence on workers' compensation except for that portion of an absence that exceeds six months, or any period exceeding two weeks during which the officer is absent on leave without pay.

(12) Every officer, other than an officer referred to in subclause (6) of this clause, to whom the employer has granted annual leave in excess of four weeks because of special circumstances shall be credited with such additional leave on a pro rata basis according to the following formula:-

Completed Month of Service	Pro rata Annual Leave (working days)	
	Five (5) Additional Days	Ten (10) Additional Days
1	Nil	Nil
2	Nil	1
3	1	2
4	1	3
5	2	4
6	2	5
7	2	5
8	3	6
9	3	7
10	4	8
11	4	9

(13) Notwithstanding the foregoing, but subject to paragraph (1)(d) of this clause, the employer 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.

(14) (a) Subject to subclauses (2) and (4) of this clause a loading equivalent to 17½% of normal salary is payable to officers proceeding on annual leave, including accumulated annual leave.

(b) Subject to the provisions of subclauses (4) and (8) of this clause shift workers who are granted an additional week's penalty leave when proceeding on annual leave including accumulated annual leave shall be paid:

(i) shift and weekend penalties the officer would have received had the officer not proceeded on annual leave; or

(ii) loading equivalent to 20% of normal salary for five weeks' leave;

whichever is greater.

(c) (i) Subject to the provisions of subclause (6) the loading is paid on a maximum of four weeks' annual leave, or five weeks in the case of shift workers who are granted an additional week's penalty leave. Payment of the loading is not made on additional leave granted for any other purpose (e.g. to officers whose headquarters are located north of the 26 degrees south latitude).

(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.

(iii) Maximum payment to shift workers who are granted an additional week's penalty leave shall not exceed five fourths of 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.

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

(e) 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 officer can receive up to the maximum loading for the approved accumulated annual leave in addition to the loading for the current year's entitlement.

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

(g) The loading is calculated on the rate of salary the officer receives at the commencement of leave under Schedule D - Salaries or E - Salaries - Specified Callings of this Award and, where applicable, the salary shall include the following allowances:

(i) District Allowance;

(ii) Personal Allowance;

(iii) Protective Clothing Allowance, where it is paid as an annual amount;

(iv) Child Allowance paid to officers whose headquarters are located North of the 26 degrees South latitude;

(v) Commuted Overtime Allowance, where it is paid as an annual amount or a percentage of salary and paid throughout the year; and

(vi) Higher Duties Allowance, but only where the specific conditions of Clause 19. - Higher Duties Allowance of this Award are satisfied.

(h) Where payment in lieu of accrued or pro rata annual leave is made on the death, dismissal, resignation or retirement of an officer, 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 officer is dismissed for misconduct.

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

(j) An officer who has been permitted to proceed on annual leave and who ceases duty before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion. Provided that no refund shall be necessary in the event of the death of an officer.

24. – PUBLIC HOLIDAYS

(1) The following days shall be allowed as holidays with pay:

New Year's Day, Australia Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Celebration Day for the Anniversary of the Birthday of the Reigning Sovereign, Western Australia Day, Labour Day, provided that the Employer may approve another day to be taken as a holiday in lieu of any of the above mentioned days.

(2) When any of the days mentioned in subclause (1) of this clause falls on a Saturday or on a Sunday, the holiday shall be observed on the next succeeding Monday.

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.

25. – LONG SERVICE LEAVE

(1) Subject to subclause (4) of this clause an officer who has completed seven years' continuous service in with the employer shall be entitled to 13 weeks' long service leave on full pay.

(2) For each subsequent period of seven years' service an officer shall be entitled to an additional 13 weeks' long service leave on full pay.

(3) (a) A long service leave entitlement which fell due prior to 16 March 1988 amounted to three months. A long service leave entitlement which falls due on or after that date shall amount to 13 weeks.

(b) Subject to the employer's convenience, an employer may approve an employee's application to take a complete entitlement of long service leave on full pay or half pay for double the period accrued, or may allow an employee to take the leave in minimum periods of one (1) day, provided in the case of long service leave which fell due prior to 16 March 1988, the portion of long service leave being taken on full or half pay shall be one complete month's entitlement or a multiple thereof.

(c) In these circumstances the leave actually taken is 50 percent of the accrued entitlement assessed.

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

(4) For the purposes of determining an officer's long service leave entitlement under the provisions of subclauses (1), (2) and (3) of this clause the expression "continuous service" includes any period during which the officer is absent on full pay or part pay from the officer duties, but does not include:

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

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

(c) any service by an officer who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior service had actually entitled the officer to the long service leave provided under this clause;

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

(e) any service of a Cadet whilst undertaking full time studies.

(5) Any public holiday prescribed in Clause 24. – Public Holidays of this Award or days in lieu of the repealed public service holidays occurring during an officer'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.

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

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

(7) (a) Officers having an entitlement to long service leave at December 9, 1987 are required to clear one full entitlement of long service leave before December 9, 1990.

(b) Officers having more than one entitlement to long service leave at December 9, 1987 shall be required to clear one full entitlement of long service leave by December 9, 1990 and a further full entitlement within each 3 years thereafter, until the officer's entitlement to long service leave has been cleared.

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

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

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

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

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

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

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

(9) 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 officer at the date of retirement or resignation or death, whichever applies.

(10) An officer prior to commencing long service leave may request approval for the substitution of another date for commencement of long service leave and the employer may approve such substitution.

(11) (a) Notwithstanding the provisions contained in this subclause where an officer was, immediately prior to being employed in the public authority, employed in the service of the public service in Western Australia or any other state body in Western Australia that officer shall be entitled to long service leave determined in the manner contained in this subclause. Provided that the period immediately prior to being employed in the public authority and the date the officer ceased the previous employment described in this subclause does not exceed one week or a further period as determined by the employer.

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

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

(c) Nothing in this clause confers on any officer previously employed by those bodies specified in subclause (11)(a) of this clause any entitlement to a complete period of long service leave that accrued in the officer's favour prior to the date on which the officer commenced employment in the public authority.

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

(13) (a) A full time officer who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full and part time basis may elect to take a lesser period of long service leave calculated by converting the part-time service to equivalent full time service.

(b) A full time officer who, during a qualifying period towards an entitlement of long service leave was employed continuously on a part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.

(14) Long Service Leave on Double Pay

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

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

(15) Cash Out of Accrued Long Service Leave Entitlement

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

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

26. – SICK LEAVE

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

(a) any period exceeding 14 calendar days during which an officer 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 officer 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 officer is absent on sick leave without pay. Provided that only that portion of such continuous absence which exceeds three months shall not count as "service".

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

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

	Leave On full pay (Hours)	Leave On half pay (Hours)
On date of appointment	37.5	15
On completion of six months' continuous service	37.5	22.5
On completion of twelve months' continuous service and on completion of each further period of twelve months' continuous service	75	37.5

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

(5) The number of days sick leave which may be granted without production of evidence that would satisfy a reasonable person required by subclause (4) of this clause shall not exceed, in the aggregate, five working days in any one credit year.

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

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

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

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

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

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

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

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

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

(15) (a) Upon report by a registered medical practitioner that, by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by Commonwealth or State law in respect of that disease, an officer is unable to attend for duty, the officer concerned may be granted sick leave or, at the option of the officer, the whole or any portion of the leave may be deducted from accrued 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 officer to resume duty, having regard to the restrictions imposed by law.

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

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

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

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

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

27. – CARERS LEAVE

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

(2) Officers shall, wherever practical, give the employer notice of the intention to take carers leave and the estimated length of absence. If it is not practicable to give prior notice of absence officers shall notify the employer as soon as possible on the first day of absence.

(3) Officers shall provide, where required by the employer, evidence to establish the requirement to take carers leave. An application for carers leave exceeding two (2) consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.

(4) The definition of family shall be a person who is related to the officer by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the officer.

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

28. – PARENTAL LEAVE

(1) Definitions

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

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

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

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

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

(2) Entitlement to Parental and Partner Leave

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

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

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

(b) An employee identified as the primary care giver of a child and who has completed twelve months continuous service in the Western Australian public sector shall be entitled to the

following amounts of paid parental leave which will form part of the 52 week entitlement provided in paragraph (2) (a) of this clause:

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

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

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

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

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

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

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

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

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

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

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

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

(3) Partner Leave

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

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

(4) Birth of a child

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

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

(5) Adoption of a child

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

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

(6) Other leave entitlements

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

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

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

(i) cost;

(ii) lack of adequate replacement staff;

(iii) loss of efficiency; and

(iv) the impact on customer service.

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

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

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

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

(7) Notice and Variation

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

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

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

(8) Transfer to a Safe Job

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

(9) Communication during Parental Leave

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

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

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

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

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

(10) Replacement Employee

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

(11) Return to Work

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

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

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

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

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

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

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

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

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

(e) 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.

29. – LEAVE WITHOUT PAY

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

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

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

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

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

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

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

CLAUSE 30. – STUDY ASSISTANCE

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

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

(2) Study Leave

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

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

(i) agency convenience;

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

(iii) officers making satisfactory progress with their studies;

(iv) the course being an approved course as defined by clause 30 (5);

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

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

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

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

(e) Officers who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed in clause 30 (2) (d).

(f) Where an officer is undertaking approved study via distance education and/or is not required to attend formal classes, an employer may allow the officer to access study leave up to the maximum annual amount allowed in clause 30 (2) (d).

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

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

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

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

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

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

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

(n) An officer performing service with the Australian Defence Force is not entitled to study leave for any period of service with the Australian Defence Force that they receive defence force reserves leave as provided for by clause 39 – Defence Force Reserves Leave.

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

(3) Financial Assistance

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

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

(c) The employer and officer may agree to alternative reimbursement arrangements.

(4) Cadets and Trainees

(a) Agencies are to meet the payment of higher education administrative charges for cadets and trainees who, as a condition of their employment, are required to undertake studies at a university or college of advanced education. Officers who of their own volition attend such institutions to gain higher qualifications will be responsible for the payment of fees.

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

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

(5) Approved Courses for Study Purposes

(a) For the purposes of clauses 30 (2) and (3), the following are approved courses:

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

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

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

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

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

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

(b) For the purposes of clause 30 (5) (a):

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

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

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

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

(d) An officer who has completed a two year full time certificate through TAFE is eligible for study assistance to undertake a diploma course specified in clause 30 (5) (a) (iii) or a degree or diploma course specified in clauses 30 (5) (a) (i) or (ii).

(6) Full Time Study

(a) Subject to the provisions of clause 30 (6) (b), the employer may grant an officer full time study leave with pay to undertake:

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

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

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

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

(i) The course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of clauses 30 (2) and (5) and clause 29 - Leave without Pay.

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

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

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

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

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

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

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

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

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

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

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

(i) Where officers travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the employer together with some local transit and accommodation expenses providing it meets the requirements of clause 30 (6) (b). Each case is to be considered on its merits.

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

31. – SHORT LEAVE

(1) The employer may, upon sufficient cause being shown, grant an officer leave of absence not exceeding two consecutive working days but any leave of absence granted shall not exceed, in the aggregate, three working days in any one (1) calendar year.

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

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

32. – BEREAVEMENT LEAVE

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

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

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

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

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

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

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

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

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

(4) Payment of such leave may be subject to the officer providing evidence, if so requested by the employer, of the death or relationship to the deceased, that would satisfy a reasonable person.

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

(6) Travelling time for Regional Employees

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

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

(c) The provisions of clause 32 (6) are not available to employees whilst on leave without pay or sick leave without pay.

(d) The provisions of clauses 32 (6) (a) and (b) apply as follows.

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

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

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

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

33. – CULTURAL/CEREMONIAL LEAVE

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

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

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

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

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

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

(a) the employee's annual leave entitlements

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

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

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

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

34. – BLOOD/PLASMA DONORS LEAVE

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

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

the officer is called upon by the Red Cross Blood Centre.

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

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

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

35. – EMERGENCY SERVICE LEAVE

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

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

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

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

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

36. - FACILITIES FOR UNION REPRESENTATIVES

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

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

(3) The employer will recognise union representatives in the employer’s workplaces 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 employer’s workplaces.

(5) The employer shall recognise the authorisation of each union representative in the employer’s workplaces and shall provide them with the following:

(a) Paid time off from normal duties to perform their functions as a union representative such as organising, recruiting, handling individual matters and workplace disputes, collective bargaining, involvement in the electorate delegates committee and to attend union business in accordance with clause 37. - Leave to Attend Association Business of this Award.

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

(c) Paid access to periods of leave for the purpose of attending union training courses in accordance with clause 38. - Trade Union Training Leave of this Award. Regional representatives will be provided with appropriate travel time.

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

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

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

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

36A. - REPRESENTATION RIGHTS

Officer Entitlement to Representation

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

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

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

(4) If:

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

(b) an officer,

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

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

(6) The employer accepts a representative can advocate on behalf of the officer at the meeting. For the purposes of this clause only, an advocate may make comments on the process, ask questions, seek clarification of questions put to the officer, seek adjournments to confer with the officer and provide

further comments at the conclusion of the interview, but will not answer questions of fact put to the officer.

37. – LEAVE TO ATTEND ASSOCIATION BUSINESS

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

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

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

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

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

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

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

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

(c) for those officers whose attendance is essential.

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

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

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

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

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

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

(c) casual officers.

38. – TRADE UNION TRAINING LEAVE

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

(a) The employer shall grant paid leave of absence to officers who are nominated by the Association to attend short courses relevant to the public sector or the role of union workplace representative, conducted by the 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 officer shall be granted up to a maximum of five (5) days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five (5) days and up to ten (10) days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten (10) days.

(3) (a) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.

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

(c) Subject to paragraph (3)(a) of this clause, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.

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

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

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

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

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

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

39. – DEFENCE FORCE RESERVES LEAVE

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

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

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

(4) Paid Leave

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

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

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

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

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

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

(5) Unpaid Leave

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

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

(6) Use of Other Leave

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

40. – WITNESS AND JURY SERVICE

Witness

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

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

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

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

(5) An officer subpoenaed or called as a witness under any other circumstances other than specified in subclauses (2) and (4) of this clause shall be granted leave of absence without pay except when the officer makes an application to clear accrued leave in accordance with Award provisions.

Jury

(6) An officer required to serve on a jury shall as soon as practicable after being summoned to serve, notify the supervisor/manager who shall notify the employer.

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

(8) An officer granted leave of absence on full pay as prescribed in subclause 6 of this clause is not entitled to retain any juror's fees but shall pay all fees received into the Consolidated Fund. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the employer.

41. - CAMPING ALLOWANCE

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

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

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

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

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

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

(2) An officer, who is stationed in a camp of a permanent nature, shall be paid the appropriate allowance prescribed by Item (1) or Item (2) of Schedule F – Clause 41. – Camping Allowance of this Award for each day spent camping.

(3) An officer who is stationed in a camp - other than a permanent camp - or is required to camp out shall be paid the appropriate allowance prescribed by Item (3) or Item (4) of Schedule F – Clause 41. – Camping Allowance of this Award for each day spent camping.

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

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

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

(7) (a) An officer shall not be entitled to receive an allowance under this clause for periods in excess of 91 consecutive days unless the Employer otherwise determines. Provided that where an officer is reimbursed under the provisions of Clause 53. - Travelling Allowance of this Award then such periods shall be included for the purposes of determining the 91 consecutive days.

(b) Any determination by an Employer under this subclause will be in accordance with Schedule F. – Clause 41. – Camping Allowance of this Award.

(8) When camping, an officer shall be paid the allowance on Saturdays and Sundays if available for work immediately preceding and succeeding such days and no deduction shall be made under these circumstances when an officer does not spend the whole or part of the weekend in camp, unless the officer is reimbursed under the provisions of Clause 53. - Travelling Allowance of this Award.

(9) This clause shall be read in conjunction with Clause 49. - Relieving Allowance, Clause 52. - Transfer Allowance and Clause 53. – Travelling Allowance of this Award for the purpose of paying allowances, and camping allowance shall not be paid for any period in respect of which travelling, transfer or relieving allowances are paid. Where portions of a day are spent camping, the following formula shall be used for calculating the portion of the allowance to be paid for that day.

(a) If arrival at camp is:

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

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

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

(10) Officers in receipt of an allowance under this clause shall not be entitled to receive the incidental allowance prescribed by Clause 53. - Travelling Allowance of this Award.

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

(12) Where an officer, who is not supplied with camping equipment by the Employer hires such equipment as is reasonable and necessary, they shall be reimbursed such hire charges, in addition to the payment of a camping allowance.

42. – DISTRICT ALLOWANCE

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

"Dependant" in relation to an officer means:

(a) a spouse; or

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

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

(c) "Partial dependant" in relation to an officer means:

(i) a spouse; or

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

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

(d) "Spouse" means an officer's spouse including de facto partner.

(2) (a) For the purposes of this clause, the boundaries of the various districts shall be as described hereunder and as delineated on the plan at Part 1 of Schedule G – Clause 42. – District Allowance of this Award.

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

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

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

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

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

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

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

(3) An officer shall be paid a district allowance at the standard rate prescribed in Column II of Schedule G – Clause 42. – District Allowance of this Award, for the district in which the officer's headquarters is located. Provided that where the officer's headquarters is situated in a town or place specified in Column III of Schedule G – Clause 42. – District Allowance of this Award, the officer shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of Schedule G – Clause 42. – District Allowance of this Award.

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

(5) Where an officer has a partial dependant the total district allowance payable to the officer shall be the district allowance prescribed by subclause (3) of this clause plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full time capacity under the Award, Agreement or other provision regulating the employment of the partial dependant.

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

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

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

(9) Except as provided in subclause (8) of this clause, a district allowance shall be paid to any officer ordinarily entitled thereto in addition to reimbursement of any travelling, transfer or relieving expenses or camping allowance.

(10) Where an officer whose headquarters is located in a district in respect of which no allowance is prescribed in Schedule G – Clause 42. - District Allowance of this Award, is required to travel or temporarily reside for any period in excess of one month in any district or districts in respect of which such allowance is so payable, then notwithstanding the officer's entitlement to any such allowance provided by Clause 41.- Camping Allowance, Clause 49. - Relieving Allowance, Clause 51. - Sea - going Allowance and Clause 53. - Travelling Allowance of this Award, the officer shall be paid for the whole of such a period a district allowance at the appropriate rate prescribed by subclauses (3), (4) or (5) of this clause, for the district in which the officer spends the greater period of time.

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

(12) An officer who is employed on a part-time basis shall be entitled to district allowance on a pro-rata basis. The allowance shall be determined by calculating the hours worked by the officer as a proportion of the full-time hours prescribed by this award. That proportion of the appropriate allowance shall be payable to the officer.

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

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

(14) The rates expressed in Schedule G – Clause 42. - District Allowance of this Award shall be adjusted every twelve (12) months, effective from the first pay period to commence on or after the first day of July in each year, in accordance with the official Consumer Price Index (CPI) for Perth, as published for the preceding 12 months at the end of the March quarter by the Australian Bureau of Statistics.

43. – DISTURBANCE ALLOWANCE

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

(2) The disturbance allowance shall include -

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

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

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

44. - DIVING ALLOWANCE

An officer who undertakes diving as part of their official duties or as a special duty which is sanctioned by the employer shall be paid an allowance as prescribed in Schedule L - Other Allowances of this Award for such diving. This allowance shall be in addition to any other payment for duties performed.

Provided that such allowance shall be paid only to an officer engaged on diving when self contained underwater breathing apparatus or deep sea diving equipment is used.

45. – FLYING ALLOWANCE

(1) An officer who in the course of his or her official duties is required to fly in an aircraft other than those used in public air services, shall be paid an allowance as prescribed in Schedule L - Other Allowances of this Award for the following duties:

(a) Observation and photographic duties, in a fixed wing aircraft.

(b) Cloud seeding and fire bombing duties, observation and photographic duties involving operations in which fixed wing aircraft are used at heights of less than 304 metres or in unpressurised aircraft at heights of more than 3048 metres.

(c) When required to fly in a helicopter on fire bombing duties, observation and photographic duties or stock surveillance.

46. – MOTOR VEHICLE ALLOWANCE

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

"A year" means 12 months commencing on the first day of July and ending on the thirtieth day of June next following.

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

"Southwest land division" means the South-west Division as defined by Schedule 1, *Land Administration Act 1997* excluding the area contained within the metropolitan area.

"Rest of the state" means that area south of 23.5 degrees south latitude, excluding the metropolitan area and the southwest land division.

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

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

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

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

(i) for the purposes of subclause (2)(a) of this clause an officer shall be reimbursed with the appropriate rates set out in Part 1 of Schedule H – Motor Vehicle Allowance of this Award for the distance travelled from the officer's residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where

the officer travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day;

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

(iii) where an officer does not travel in excess of 4000 kilometres in a year an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual distance travelled and 4000 kilometres shall be paid to the officer provided that where the officer has less than 12 months' qualifying service in the year then the 4000 kilometre distance will be reduced on a pro rata basis and the allowance calculated accordingly;

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

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

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

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

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

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

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

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

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

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

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

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

47. – PROPERTY ALLOWANCE

(1) In this clause the following expressions shall have the following meanings:

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

"Dependant" in relation to an officer means:

(a) spouse including de facto partner;

(b) child/children; or

(c) other dependant family;

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

"Expenses" in relation to an officer means all costs incurred by the officer in the following areas -

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

(b) disbursements duly paid to a solicitor or a settlement agent necessarily incurred in respect of the sale or purchase of the residence;

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

(d) stamp duty;

(e) fees paid to the Registrar of Titles or to the officer performing duties of a like nature and for the same purpose in another State of the Commonwealth;

(f) expenses relating to the execution or discharge of a first mortgage;

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

"Locality" in relation to an officer means -

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

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

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

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

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

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

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

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

(i) the officer owned and occupied; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) the officer's spouse, or

(b) a dependant relative, or

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

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

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

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

(a) in respect of a sale or purchase prescribed in subclause (1) of this clause which is effected -

(i) more than 12 months after the date on which the officer took up duty in a new locality; or

(ii) after the date on which the officer received notification of the transfer back to the former locality;

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

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

(10) Where there is a dispute or disagreement concerning -

(a) the necessity to purchase a residence or land;

(b) the amount of the disbursements necessarily incurred and duly paid by the officer;

(c) the amount of expenses reasonably incurred by an officer when -

(i) the officer did not engage an agent to sell the residence on behalf of the officer, or

(ii) the officer did not engage a solicitor or settlement agent to act in connection with the purchase or a mortgage, the matter shall be referred to the Public Service Arbitrator.

48. – PROTECTIVE CLOTHING ALLOWANCE

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

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

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

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

49. – RELIEVING ALLOWANCE

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

(1) Where the officer:

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

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

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

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

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

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

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

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

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

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

(6) When an officer who is required to relieve or perform special duties in accordance with the preamble of this clause is authorised by the Employer to travel to the new locality in the officer's own motor vehicle, reimbursement for the return journey will be as follows:-

(a) Where the officer will be required to maintain a motor vehicle for the performance of the relieving or special duties, they will be entitled to the appropriate rate prescribed by subclause (2) of Clause 46. - Motor Vehicle Allowance of this Award.

(b) Where the officer will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement will be on the basis of one half (½) of the appropriate rate prescribed by subclause (2) of Clause 46. - Motor Vehicle Allowance of this Award. Provided that the maximum amount of reimbursement shall not exceed the cost of the fare by public conveyance which otherwise would be utilised for such return journey.

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

(8) The provisions of Clause 53. - Travelling Allowance of this Award will not operate concurrently with the provisions of this clause to permit an officer to be paid allowances in respect of both travelling and relieving expenses for the same period: Provided that where an officer is required to travel on official business which involves an overnight stay away from the officer's temporary headquarters the Employer may extend the periods specified in subclause (2) of this clause by the time spent in travelling.

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

50. – REMOVAL ALLOWANCE

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

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

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

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

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

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

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

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

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

(a) Where the employee will be required to maintain a motor vehicle for use on official business at the new headquarters, reimbursement for the distance necessarily travelled shall be on the basis of the appropriate rate prescribed by clause 46 (2) - Motor Vehicle Allowance.

(b) Where the employee will not be required to maintain a motor vehicle for use on official business at the new headquarters reimbursement for the distance necessarily travelled shall be on the basis of one half (½) of the appropriate rate prescribed by subclause clause 46 (3) - Motor Vehicle Allowance.

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

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

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

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

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

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

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

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

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

(10) For the purposes of clause 50 (9), "elects to leave the position," means the employee freely chooses to leave the position in the ordinary course of promotion, transfer or resignation and this necessitates the employer obtaining a replacement employee.

51. - SEA-GOING ALLOWANCE

(1) (a) An officer who is required to live on board a vessel and is necessarily absent from his or her usual place of residence overnight, shall be paid a victualling allowance as prescribed in Schedule L. – Other Allowances of this Award to cover victualling and all incidents of employment other than overtime.

(b) The daily allowance shall be paid for each day exceeding eight hours spent on board a vessel, provided that one half of the allowance shall be paid for any part of a day not exceeding eight hours.

(2) (a) Charges for victualling levied on an officer when accommodated on other than a Government vessel shall be met by the employer and the victualling allowance referred to in subclause (1) of this clause shall not be payable.

(b) Subject to the decision of the employer that the difficulties of living on board the non Government vessel are greater than those normally encountered on a Government vessel, an allowance as prescribed in Schedule L – Other Allowances of this Award for each occasion on which the officer is accommodated overnight, shall be paid.

(3) To compensate for difficulties associated with living in small vessels at sea an allowance as prescribed in Schedule L – Other Allowances of this Award shall be paid to officers for every hour spent at sea in excess of 36 consecutive hours on a single trip.

(4) An officer in receipt of an allowance prescribed by this clause shall not receive payment of allowances prescribed in Clause 53. – Travelling Allowance or Clause 49. – Relieving Allowance of this Award.

52. - TRANSFER ALLOWANCE

(1) Subject to subclauses (2) and (5) of this clause, an officer who is transferred to a new locality in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the officer has no control, will be paid at the rates prescribed in Column A, Item (2), (3) or (4) of Schedule J. - Travelling, Transfer and Relieving Allowance of this Award for a period of 14 days after arrival at new headquarters within Western Australia or Column A, Item (5) or (6) of Schedule J. - Travelling, Transfer and Relieving Allowance of this Award for a period of 21 days after arrival at a new headquarters in another State of Australia: Provided that if an officer is required to travel on official business during the said periods, such period will be extended by the time spent in travelling. Under no circumstances, however, shall the provisions of this subclause operate concurrently with those of Clause 53. - Travelling Allowance of this Award to permit an officer to be paid allowances in respect of both travelling and transfer expenses for the same period.

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

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

(b) Require the officer to advise the Employer that should permanent accommodation be arranged or become available within the prescribed allowance periods, the officer will refund the pro rata

amount of the allowance for that period the occupancy in permanent accommodation takes place prior to the completion of the prescribed allowance periods.

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

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

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

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

(b) if any costs are incurred under subclause (2) of Clause 43. – Disturbance Allowance of this Award, they will be reimbursed by the Employer.

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

53. - TRAVELLING ALLOWANCE

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

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

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

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

(b) where accommodation other than that listed in clauses 53(2)(a), 41(1)(a), and 41(1)(c) is used, the officer is entitled to the rate in Column A, Item (7) of Schedule J. - Travelling, Transfer and Relieving Allowance of this Award for incidental and meal expenses.

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

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

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

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

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

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

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

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

(9) The payment of allowances under this clause will not be suspended should an officer become ill while travelling, provided leave for the period of such illness is approved in accordance with Clause 26. - Sick Leave of this Award, and the officer continues to incur accommodation, meal and incidental expenses.

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

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

(b) in advance of the officer travelling.

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

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

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

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

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

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

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

54. – ANNUAL INTERSTATE ALLOWANCE

(1) Officers employed by the Western Australian Tourism Commission who are required to serve in an office within Australia located other than in Western Australia and who were recruited in Western Australia and transferred interstate shall be entitled to an annual interstate allowance paid in accordance with the rates presented in Schedule O - Annual Interstate Allowance Rates of this Award. For periods of less than 12 months, the allowance will be calculated on a pro rata basis.

55. – MORTUARY ALLOWANCE

(1) Laboratory Technicians and Assistants employed by the Board of Western Australia Centre for Pathology and Medical Research, engaged in mortuary duties associated with Coronial Inquiries shall receive an allowance of $2,727.00 per annum, payable by fortnightly instalments.

(2) This allowance is compensation for the following matters:

(a) the disabilities involved in the handling of and autopsy work associated with decomposed, obnoxious, vermin infested and infected bodies; and

(b) the need to perform work in refrigerated and other low temperature storage areas of the Mortuary.

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

56. – WEEKEND ABSENCE FROM RESIDENCE

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

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

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

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

(d) the annual leave loading provided by subclause (14) of Clause 23. - Annual Leave of this Award shall not apply to any leave entitlement under this clause.

(2) An officer who is temporarily absent from normal headquarters on relieving duty or travelling on official business outside a radius of 320 and up to 400 kilometres measured from normal headquarters, may elect to have the benefit of concessions provided by subclause (3) of this clause in lieu of those provided by subclause (1). Kalgoorlie, Albany and Geraldton shall be regarded as being within a radius of 400 kilometres for the purposes of this subclause in the case of an officer resident in the metropolitan area.

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

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

(b) all travelling to and from the officer's residence shall be undertaken outside of the hours of duty prescribed by Clause 20. - Hours of this Award;

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

(d) when an officer is authorised by the employer to use the officer's own motor vehicle to travel to the locality where the relief duty is being performed or when travelling on official business the

officer shall be reimbursed on the basis of one half of the appropriate rate prescribed by subclause (4) of Clause 46. - Motor Vehicle Allowance of this Award, for the journey to the officer's residence for the weekend and the return to the place of relief duty. Provided that the maximum amount of reimbursement shall not exceed the cost of the rail or bus fare by public conveyance which otherwise would be utilised for such journey and payment shall be made only to the owner of such vehicle;

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

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

(g) an officer who does not make use of the provisions of this subclause shall be paid travelling allowance or relieving allowance as the case may require in accordance with the provisions of Clause 53. - Travelling Allowance of this Award or Clause 49. - Relieving Allowance of this Award;

(h) officers who return to their residence for the weekend in accordance with the provisions of this subclause shall not be entitled to the reimbursement of any expenses allowed by Clause 49. - Relieving Allowance and Clause 53. - Travelling Allowance of this Award during the period from the time when the officer returns to the officer's other residence to the time of departing from such residence to travel to resume duty at the place away from the residence.

57. – PRESERVATION OF RIGHTS

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

58. – KEEPING OF AND ACCESS TO EMPLOYMENT RECORDS

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

59. – NOTIFICATION OF CHANGE

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

(b) For the purpose of this clause "significant effects" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of officers to other work or locations and restructuring of jobs.

Provided that where this Award or any other Award or Agreement makes provision for alteration of any of the matters referred to in this clause an alteration shall be deemed not to have significant effect.

(2) (a) The employer shall discuss with the officers affected and the Association, inter alia, the introduction of the changes referred to in subclause (1) of this clause, the effects the changes are likely to have on officers, measures to avert or mitigate the adverse effects of such changes on officers and shall give prompt consideration to matters raised by the officers and/or the Association in relation to the changes.

(b) The discussion shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in subclause (1) of this clause, unless by prior arrangement, the Association is represented on the body formulating recommendations for change to be considered by the employer.

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

60. – RIGHT OF ENTRY AND INSPECTION BY AUTHORISED REPRESENTATIVES

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

An authorised representative shall on notification to the employer have the right to enter any premises where relevant officers covered by this award work during working hours, including meal breaks, for the purpose of holding discussions at the premises with relevant officers covered by the award who wish to participate in those discussions, the legitimate business of the Association or for the purpose of investigating complaints concerning the application of this Award, but shall in no way unduly interfere with the work of officers.

61. – COPIES OF AWARD

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

62. - ACCESS TO INFORMATON AND RESOURCES

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

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

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

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

63. – 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 Public Sector.

64. – DISPUTE SETTLEMENT PROCEDURE

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

(2) The officer/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days.

(3) If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's supervisor 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 officer/s or Association representative to the employer or his or her nominee.

(5) Where the dispute cannot be resolved with five (5) working days of the Association representatives' referral of the dispute to the employer or his or her nominee, either party may refer the matter to the Western Australian Industrial Relations Commission.

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

(7) At all stages of the procedure the officer may be accompanied by an Association representative.

65. – 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 P – Expired General Agreement Salaries. These rates are not to be subject to arbitrated safety net adjustments and unless otherwise specified are only for the purpose of the no-disadvantage test as defined at s.97VS of the *Industrial Relations Act 1979*.

(b) Notwithstanding the above if the salary rates within the Award at Schedule D – Salaries or Schedule E – Salaries – Specified Callings are higher than those expressed at Schedule P - Expired General Agreement Salaries, 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 P – Expired General Agreement Salaries of this Award or the applicable Award salary rate as specified at Schedule D – Salaries or Schedule E – Salaries – Specified Callings of this Award whichever is the higher.

SCHEDULE A – NAMED PARTIES

The Civil Service Association of Western Australia Incorporated

And

The employing authority of each of the following:

Agricultural Produce Commission
Albany Cemetery Board
Animal Resources Authority
Architects Board of Western Australia
Arts and Culture Trust
Botanic Gardens and Parks Authority
Building and Construction Industry Training Fund
Bunbury Cemetery Board
Central Regional TAFE
Construction Industry Long Service Leave Payments Board (My Leave)
Corruption and Crime Commission
Department of Biodiversity, Conservation and Attractions
Department of Communities
Department of Creative Industries, Tourism and Sport
Department of Education
Department of Energy and Economic Diversification
Department of Primary Industries and Regional Development
Department of Training and Workforce Development
Disability Services Commission
Forest Products Commission
Geraldton Cemetery Board
Infrastructure WA
Kalgoorlie-Boulder Cemetery Board
Keep Australia Beautiful Council (WA)
Legal Aid Commission of Western Australia
Legal Practice Board of Western Australia
Lotteries Commission Western Australia
Metropolitan Cemeteries Board
Minerals Research Institute of Western Australia
North Metropolitan Health Service (Salaried Officers in Dental Health Services, other than Dentists and Dental Technicians)
North Metropolitan TAFE
North Regional TAFE
Office of the Information Commissioner
Parliamentary Commissioner for Administrative Investigations (Ombudsman Western Australia)
School Curriculum and Standards Authority
Small Business Development Corporation
South Metropolitan TAFE
South Regional TAFE
Teacher Registration Board of Western Australia
The Burswood Park Board
The Hon. Premier, the Hon. Deputy Premier and all Ministers of the Crown in the right of the State of Western Australia as they be from time to time.
The National Trust of Australia (W.A.)
Veterinary Surgeons Board Western Australia
Western Australian Land Information Authority (Landgate)
Western Australian Museum
Western Australian Sport Centre Trust (VenuesWest)
Western Australian Tourism Commission (Tourism Western Australia)
Zoological Parks Authority

SCHEDULE B – GOVERNMENT OFFICERS NOT COVERED BY THE SCOPE OF THIS AWARD

Social Trainers employed by the Authority for the Intellectually Handicapped Persons.

Group Workers and Senior Group Workers employed by the Hon Minister for Community Services.

Supervisory Staff employed by the Director General of the Department of Education and employed in accordance with the provisions of the *Department of Education (Residential College Supervisors) Award 2005*.

Salaried Officers employed by the Director General, Department of Education, in an administrative, clerical or general capacity and who are covered by the provisions of the *Education Department Ministerial Officers Salaries Allowances and Conditions Award No. 5 of 1983*.

Salaried Officers of any Public Authority, excluding the Lotteries Commission of Western Australia or however so named, covered by an Award to which the Federated Clerks Union of Australia, W.A. Branch is a party as at March 1, 1985.

Salaried Officers of any Public Authority or Hospital covered by an Award to which the Hospital Salaried Officers Association of Western Australia is a party as at March 1, 1985.

Salaried Officers of any Public Authority covered by an Award of the Australian Industrial Relations Commission.

Salaried Officers employed by the Metropolitan Transport Trust covered by an award to which the MTT Salaried Officers Association is a party as at March 1, 1985.

Salaried Officers employed by the Commissioner for Railways.

Salaried Officers of the Perth Dental Hospital other than Dentists, Dental Therapists and Dental Clinic Assistants.

Managerial Staff, Group Workers and Child Care Staff employed in hostels of the Department for Community Services.

Group Leaders and Peer Group Leaders employed by the Director General, Department for Community Services.

Workmen's Inspectors of Mines appointed pursuant to the provisions of the Mines Regulation Act 1946 - 1974 and the Coal Mines Regulation Act 1946 - 1976.

Salaried officers of the Western Australian Centre for Pathology and Medical Research who are eligible for membership of the Western Australian Branch of the Australian Medical Association Incorporated.

SCHEDULE C – LIST OF AWARDS/AGREEMENTS WHICH ARE REPLACED BY THIS AWARD

Agricultural Protection Board Administrative, Clerical, General and Professional Officers Allowances and Conditions Agreement 1981, No. 5 of 1981.

Albany Port Authority (Salaries, Allowances and Conditions) Agreement 1978, No. 1 of 1978.

Western Australian Alcohol and Drug Authority Administrative, Clerical and General Officers Salaries Allowances and Conditions of Service Agreement 1984, No. 6 of 1984.

Western Australian Alcohol and Drug Authority Professional Officers Salaries, Allowances and Conditions Agreement 1984, No. 7 of 1984.

Board of the Art Gallery of Western Australian Administrative, Clerical and General Officers Salaries Allowances and Conditions of Service Agreement 1983, No. 26 of 1983.

Board of the Art Gallery of Western Australia Professional Officers Salaries Allowances and Conditions of Service Agreement 1984, No. 1 of 1984.

Bunbury Port Authority (Salaries, Allowances and Conditions) Agreement 1976, No. 2 of 1976.

Dairy Industry Authority of Western Australia Salaries Allowances and Conditions of Service Agreement 1984.

Esperance Port Authority (Salaries, Allowances and Conditions) Agreement 1976, No. 3 of 1976.

Fremantle Port Authority Leave Provisions Award 1981, No. 7 of 1981.

Geraldton Port Authority Salaries, Allowances and Conditions Agreement 1976, No. 5 of 1976.

Government Officers (Herd Improvement Service) Award 1987, No. PSA A11 of 1986.

Government Printing Office Superintendents and Supervisors Salaries Allowances and Conditions Agreement 1975, No. 24 of 1975.

Karrakatta Cemetery Administrative, Clerical and General Officers Salaries Allowances and Conditions Agreement 1984.

Kings Park Board Administrative Clerical and General Officers Salaries Allowances and Conditions Agreement 1984, No. 2 of 1984.

Lamb Marketing Board of Western Australia Administrative Clerical and General Officers Salaries Allowances and Conditions Agreement 1984, No. 22 of 1984.

Legal Aid Commission of W.A. Administrative and Clerical Officers Salaries Allowances and Conditions Agreement 1982, No. 4 of 1982.

Legal Aid Commission of Western Australia Professional Officers Salaries Allowances and Conditions Agreement 1982, No. 5 of 1982.

Main Roads Department (Administrative, Professional, Clerical and General) Allowances and Conditions of Service Agreement 1984, No. 25 of 1984.

Metropolitan Markets Trust Administrative and Clerical Officers Salaries Allowances and Conditions Agreement 1984, No. 3 of 1984.

Metropolitan Markets Trust General Officers Salaries Allowances and Conditions Agreement 1984, No. 16 of 1984.

Ministerial Officers' (Administrative, Clerical and General) Salaries, Allowances and Conditions Agreement 1971, No. 102 of 1971.

The National Trust of Australia (W.A.) Administrative Clerical and General Officers Salaries Allowances and Conditions Agreement 1983, No. 23 of 1983.

Nurses Board Administrative, Clerical and Professional Salaries Allowances and Conditions Agreement 1972, No. 18 of 1972.

The Perth Mint Administrative Clerical and General Salaries Allowances and Conditions Agreement 1983, No. 16 of 1983.

The Perth Mint Professional Officers Salaries Allowances and Conditions Agreement 1984, No. 23 of 1984.

Perth Theatre Trust Administrative Clerical and General Officers Salaries Allowances and Conditions Agreement 1981, No. 12 of 1981.

Trustees of the Pinnaroo Valley Memorial Park Cemetery Administrative Clerical and General Officer Salaries Allowances and Conditions Agreement 1984, No. 20 of 1984.

Port Hedland Port Authority Salaries, Allowances and Conditions Agreement 1976, No. 15 of 1976.

Public Authorities Salaries Award 1986, PSA A 3 of 1986.

Rottnest Island Board Administrative Clerical and General Officers Salaries Allowances and Conditions Agreement 1983, No. 24 of 1983.

Board of Secondary Education Administrative Clerical and General Officers Salaries Allowances and Conditions Agreement 1983, No. 14 of 1983.

State Engineering Works Professional and General Officers Allowances and Conditions Agreement 1984, No. 12 of 1984.

The Waterways Commission Professional Officers Salaries Allowances and Conditions Agreement 1984, No. 18 of 1984.

Western Australian Coastal Shipping Commission Administrative Clerical and General Officers Salaries Allowances and Conditions Agreement 1983, No. 17 of 1984.

Western Australian Egg Marketing Board Administrative Clerical and General Officers Salaries Allowances and Conditions Agreement 1984, No. 21 of 1984.

Western Australian Greyhound Racing Association Administrative Clerical and General Officers Salaries Allowances and Conditions Agreement 1984, No. 10 of 1984.

Western Australian Meat Commission Administrative and Clerical Officers Salaries Allowances and Conditions Agreement 1984, No. 27 of 1984.

Western Australian Meat Commission General Officers Salaries Allowances and Conditions Agreement 1984, No. 28 of 1984.

Western Australian Meat Commission Professional Officers Salaries Allowances and Conditions Agreement 1984, No. 29 of 1984.

Western Australian Museum Administrative Clerical and General Officers Salaries Allowances and Conditions Agreement 1983.

Western Australian Post-Secondary Education Commission Administrative Clerical and General Officers Salaries Allowances and Conditions Agreement 1982, No. 11 of 1982.

Western Australian Potato Marketing Board Administrative Clerical and General Officers Salaries Allowances and Conditions Agreement 1983, No. 15 of 1983.

Western Australian Tourism Commission Employees Agreement 1985, No. PSA AG 1 of 1985.

Zoological Gardens Board Administrative Clerical and Professional Officers Salaries Allowances and Conditions Agreement 1984, No. 5 of 1984.

Zoological Gardens Board General Officers Salaries Allowances and Conditions Agreement 1984, No. 19 of 1984.

Physicists (State X-Ray Laboratory) Salaries Allowances and Conditions Agreement 1972, No. 17 of 1972.

Education Department Ministerial Officers Salaries Allowances and Conditions Award 1983, No. 5 of 1983 - Part A - Officers - other than School Assistants.

Education Department Ministerial Officers Salaries Allowances and Conditions Agreement 1978, No. 6 of 1978.

Library Board of Western Australia Salaries and Salary Ranges Agreement, 1982 No. 9 of 1982.

Statutory Registration Boards Officers Award 1986 No. PSA A16 of 1986.

Western Australian Museum Professional Officers Salaries Allowance and Conditions Agreement 1983, No. 30 of 1983.

Department for Community Welfare Superintendents, Deputy Superintendents and Assistant Superintendents of Institutions, Salaries, Allowances and Conditions Agreement 1977, No. 6 of 1977.

The Forest Act Field Staff Agreement 1983, No. 25 of 1983.

SCHEDULE D – SALARIES

(1) The annual salaries applicable to officers covered by this Award.

Level	Salary Per Annum $	Arbitrated Safety Net Adjustments $	Total Salary Per Annum $
Level 1			
Under 17 years	11355	15824	27179
17 years	13270	18493	31763
18 years	15480	21573	37053
19 years	17918	24970	42888
20 years	20122	28042	48164
1.1	22104	30804	52908
1.2	22756	30991	53747
1.3	23407	31176	54583
1.4	24054	31705	55759
1.5	24705	31951	56656
1.6	25356	32194	57550
1.7	26105	32332	58437
1.8	26623	32529	59152
1.9	27389	32815	60204
Level 2			
2.1	28306	33161	61467
2.2	29009	33427	62436
2.3	29748	33701	63449
2.4	30529	33996	64525
2.5	31346	34303	65649
Level 3			
3.1	32469	34725	67194
3.2	33344	35055	68399
3.3	34246	35251	69497
3.4	35172	35600	70772
Level 4			
4.1	36442	36075	72517
4.2	37437	36309	73746
4.3	38461	36693	75154
Level 5			
5.1	40433	37434	77867
5.2	41766	37936	79702
5.3	43151	38456	81607
5.4	44588	38998	83586
Level 6			
6.1	46899	39865	86764
6.2	48470	40456	88926
6.3	50096	41071	91167
6.4	51832	41721	93553
Level 7			
7.1	54494	42722	97216
7.2	56336	43415	99751
7.3	58340	44170	102510

Level 8			
8.1	61597	45394	106991
8.2	63930	46271	110201
8.3	66823	47358	114181
Level 9			
9.1	70436	48718	119154
9.2	72877	49636	122513
9.3	75661	50685	126346
Class 1	79871	52268	132139
Class 2	84081	53850	137931
Class 3	88289	55433	143722
Class 4	92499	57015	149514

(2) Salary increases resulting from State Wage Case Decisions are calculated for those officers 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:

$$\frac{\text{Current junior rate}}{\text{Current Level 1.1 rate}} \times \text{New Level 1.1 rate} = \text{New junior rate}$$

SCHEDULE E – SALARIES – SPECIFIED CALLINGS

(1) Officers, who possess a relevant tertiary level qualification, or equivalent determined by the Executive Director, Labour Relations, Department of Consumer and Employment Protection, and who are employed in the callings of Agricultural Scientist, Architect, Architectural Graduate, Dental Officer, Dietitian, Educational Officer, Engineer, Forestry Officer, Geologist, Laboratory Technologist, Land Surveyor, Land Valuer, Legal Officer, Librarian, Medical Officer, Medical Scientist, Pharmacist, Planning Officer, Podiatrist, Psychiatrist, Clinical Psychologist, Psychologist, Quantity Surveyor, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Scientific Officer, Social Worker, Superintendent of Education, Therapist (Occupational, Physio or Speech), Veterinary Scientist, or any other professional calling determined by the Executive Director, Labour Relations, Department of Consumer and Employment Protection, shall be entitled to annual salaries as follows:

Level	Salary Per Annum$	Arbitrated Safety Net Adjustment$	Total Salary Per Annum$
Level 1			
1.1	28306	33161	61467
1.2	29748	33701	63449
1.3	31346	34303	65649
1.4	33344	35055	68399
1.5	36442	36075	72517
1.6	38461	36693	75154
Level 2			
2.1	40433	37434	77867
2.2	41766	37936	79702
2.3	43151	38456	81607
2.4	44588	38998	83586
Level 3			
3.1	46899	39865	86764
3.2	48470	40456	88926
3.3	50096	41071	91167
3.4	51832	41721	93553

Level 4			
4.1	54494	42722	97216
4.2	56336	43415	99751
4.3	58340	44170	102510
Level 5			
5.1	61597	45394	106991
5.2	63930	46271	110201
5.3	66823	47358	114181
Level 6			
6.1	70436	48718	119154
6.2	72877	49636	122513
6.3	75661	50685	126346
Level 7	79871	52268	132139
Level 8	84081	53850	137931
Level 9	88289	55433	143722
Level 10	92499	57015	149514

SPECIFED CALLING CLASSIFICATION DESCRIPTOR TRANSLATION TABLE

The following table details the translation of specified calling employees to the new classification descriptors.

Previous Level	New Level
Level 2/4.1	Level 1.1
Level 2/4.2	Level 1.2
Level 2/4.3	Level 1.3
Level 2/4.4	Level 1.4
Level 2/4.5	Level 1.5
Level 2/4.6	Level 1.6
Level 5.1	Level 2.1
Level 5.2	Level 2.2
Level 5.3	Level 2.3
Level 5.4	Level 2.4
Level 6.1	Level 3.1
Level 6.2	Level 3.2
Level 6.3	Level 3.3
Level 6.4	Level 3.4
Level 7.1	Level 4.1
Level 7.2	Level 4.2
Level 7.3	Level 4.3
Level 8.1	Level 5.1
Level 8.2	Level 5.2
Level 8.3	Level 5.3
Level 9.1	Level 6.1
Level 9.2	Level 6.2
Level 9.3	Level 6.3
Class 1	Level 7
Class 2	Level 8
Class 3	Level 9
Class 4	Level 10

SCHEDULE F – CLAUSE 41. – CAMPING ALLOWANCE

South of 26° South Latitude

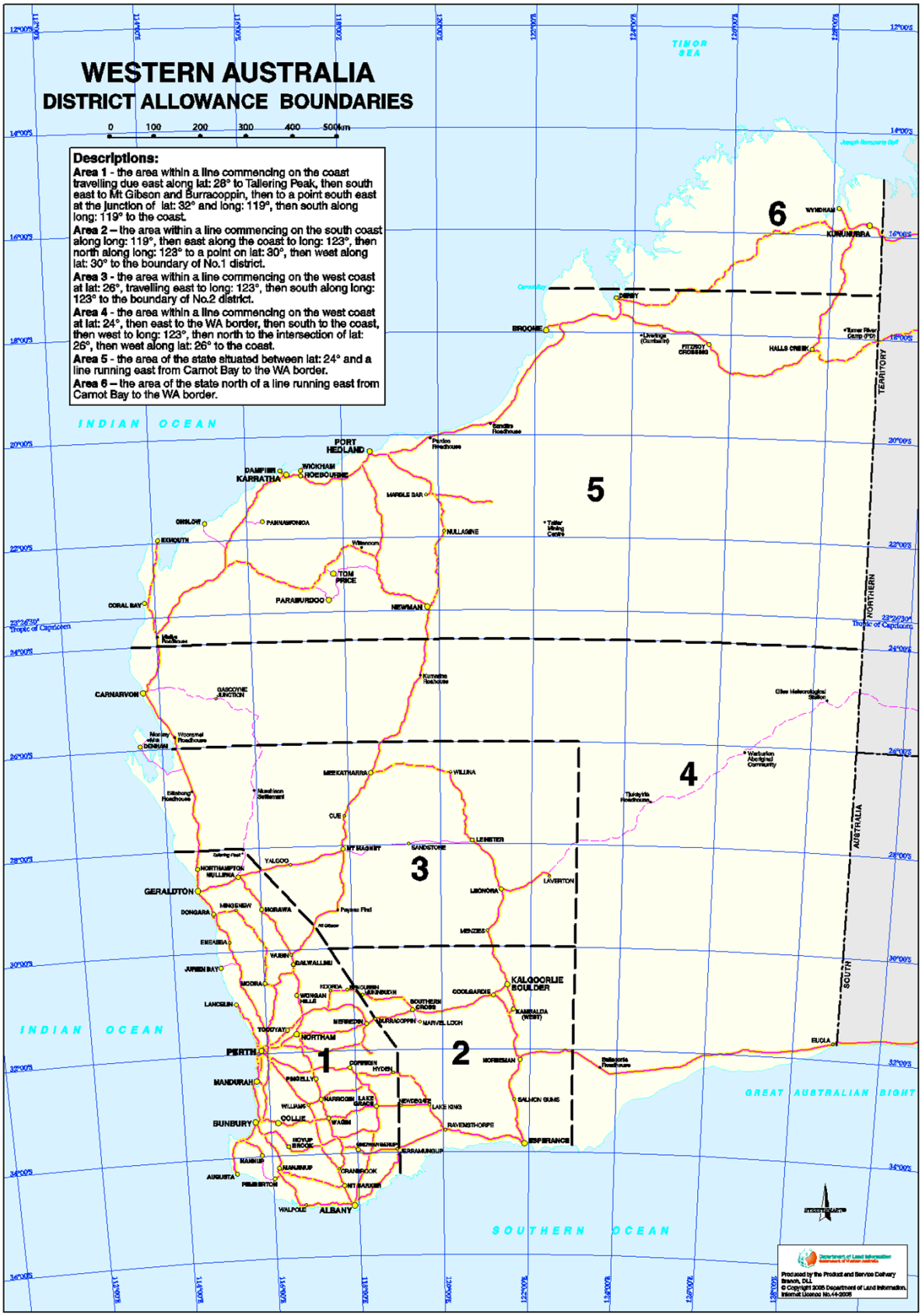
ITEM			RATE PER DAY
(1)	Permanent Camp	Cook provided by the Department	40.60
(2)	Permanent Camp	No cook provided by the Department	54.10
(3)	Other Camping	Cook provided by the Department	67.65
(4)	Other Camping	No cook provided	81.15

North of 26° South Latitude

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

SCHEDULE G – CLAUSE 42. – DISTRICT ALLOWANCES

PART I - MAP



PART II – ALLOWANCES

(a) Officers Without Dependants (subclause 42(3)):

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

		Salmon Gums	
		Marvel Loch	
		Esperance	
1	Nil	Nil	Nil

(b) Officers with dependants (subclause 42(4)):

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

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

SCHEDULE H – MOTOR VEHICLE ALLOWANCE

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

Part 1 - Motor Car

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

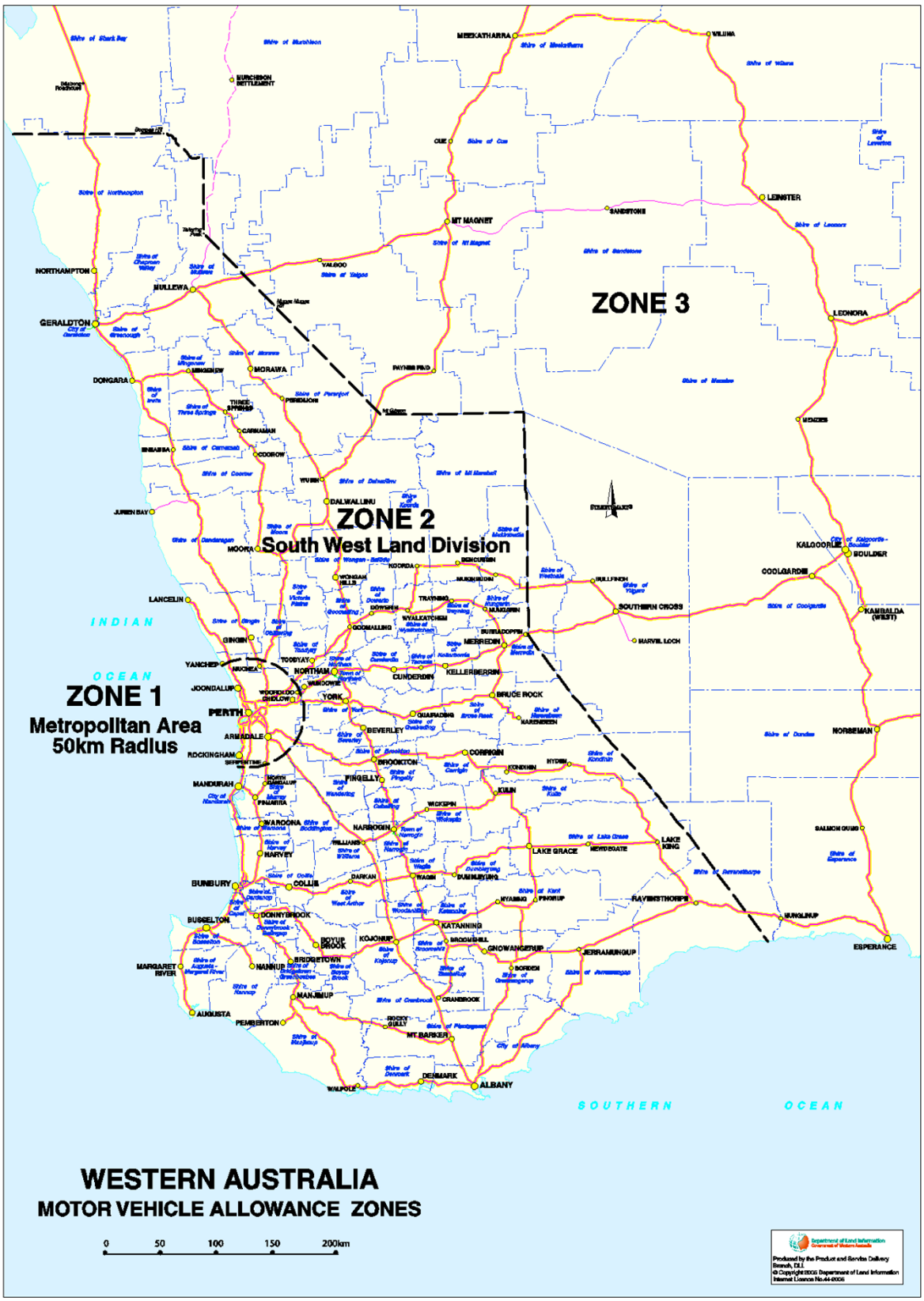
Part 2 - Motor Car

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

Part 3 - Motor Cycle

Rate - Cents per kilometre	31.0

Part 4 – Motor Vehicle Allowance Zone Maps


ZONE 3
ZONE 2
South West Land Division
ZONE 1
Metropolitan Area
50km Radius
INDIAN
OCEAN
SOUTHERN
OCEAN
PERTH
FREMANTLE
ARMADALE
ROCKINGHAM
MANDURAH
BUNBURY
BUSSELTON
DONNYBROOK
COLLIE
HARVEY
WAROONA
NARROGIN
WICKEPIN
KULIN
KATANNING
KOJONUP
BROOMEHILL
TAMBELLUP
GNOWANGERUP
JERRAMUNGUP
ESPERANCE
RAVENSTHORPE
LAKE GRACE
NEWDEGATE
LAKE KING
NORSEMAN
BALLADONIA
EYRE
BALLADONIA (EYRE)
CALIFORNIA
BRUCE ROCK
MERREDIN
KELLERBERRIN
CUNDERDIN
NORTHAM
YORK
QUAIRADING
BEVERLEY
CORRIGIN
KONDININ
HYDEN
DUMBLEYUNG
WAGIN
WILLIAMS
DARKAN
BRIDGETOWN
NANNUP
MANJIMUP
DENMARK
ALBANY
WALPOLE
MT BARKER
ROCKY GULLY
CRANBROOK
PEMBERTON
AUGUSTA
MARGARET RIVER
BOYUP BROOK
DONNYBROOK
MYAMBO
PINGRUP
BORDEN
KENDENUP
MOORA
DALWALLINU
WUBIN
MOUROLBIN
MOMBERKINE
KOORDA
DOWERIN
TRAYNING
WYALKATCHEM
GOOMALLING
TOODYAY
NORTHAM
YANCHEP
GINGIN
LANCELIN
JURIEN BAY
DONGARA
GERALDTON
NORTHAMPTON
MORAWA
MINGENEW
THREE SPRINGS
CARNAMAH
COOROW
COOMBERDALE
PERENJORI
PAYNES FIND
MULLEWA
MEEKATHARRA
WILUNA
MT MAGNET
SANDSTONE
LEINSTER
LEONORA
MENZIES
CUE
WILUNA
MURCHISON SETTLEMENT
KALGOORLIE
BOULDER
COOLGARDIE
KAMBALDA (WEST)
SOUTHERN CROSS
MARVEL LOCH
BULLFINCH
MUKINBUDIN
MUNDARING
SWAN
KALAMUNDA
MUNDIJONG
SERPENTINE
JARRAHDALE
BYFORD
ARMADALE
GOSNELLS
KWINANA
ROCKINGHAM
MANDURAH
PINJARRA
WAROONA
HARVEY
BUNBURY
COLLIE
DARKAN
WILLIAMS
NARROGIN
WICKEPIN
KULIN
KATANNING
KOJONUP
BROOMEHILL
GNOWANGERUP
JERRAMUNGUP
ESPERANCE
RAVENSTHORPE
LAKE GRACE
NEWDEGATE
LAKE KING
NORSEMAN
BALLADONIA
EYRE
CALIFORNIA
BRUCE ROCK
MERREDIN
KELLERBERRIN
CUNDERDIN
NORTHAM
YORK
QUAIRADING
BEVERLEY
CORRIGIN
KONDININ
HYDEN
DUMBLEYUNG
WAGIN
WILLIAMS
DARKAN
BRIDGETOWN
NANNUP
MANJIMUP
DENMARK
ALBANY
WALPOLE
MT BARKER
ROCKY GULLY
CRANBROOK
PEMBERTON
AUGUSTA
MARGARET RIVER
BOYUP BROOK
DONNYBROOK
MYAMBO
PINGRUP
BORDEN
KENDENUP
MOORA
DALWALLINU
WUBIN
MOUROLBIN
MOMBERKINE
KOORDA
DOWERIN
TRAYNING
WYALKATCHEM
GOOMALLING
TOODYAY
NORTHAM
YANCHEP
GINGIN
LANCELIN
JURIEN BAY
DONGARA
GERALDTON
NORTHAMPTON
MORAWA
MINGENEW
THREE SPRINGS
CARNAMAH
COOROW
COOMBERDALE
PERENJORI
PAYNES FIND
MULLEWA
MEEKATHARRA
WILUNA
MT MAGNET
SANDSTONE
LEINSTER
LEONORA
MENZIES
CUE
WILUNA
MURCHISON SETTLEMENT
KALGOORLIE
BOULDER
COOLGARDIE
KAMBALDA (WEST)
SOUTHERN CROSS
MARVEL LOCH
BULLFINCH
MUKINBUDIN
MUNDARING
SWAN
KALAMUNDA
MUNDIJONG
SERPENTINE
JARRAHDALE
BYFORD
ARMADALE
GOSNELLS
KWINANA
WESTERN AUSTRALIA
MOTOR VEHICLE ALLOWANCE ZONES
0
50
100
150
200km
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Government of Western Australia
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SCHEDULE I – CLAUSE 22. – OVERTIME ALLOWANCE

PART I – OUT OF HOURS CONTACT

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

Standby	$12.30 per hour
On Call	$6.15 per hour
Availability	$3.08 per hour

Subclause 65(2) – Expired General Agreement Salaries of this Award defines annual salary for calculation purposes.

PART II – MEALS

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

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

SCHEDULE J – TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

ITEM	PARTICULARS	COLUMN A DAILY RATE	COLUMN B DAILY RATE OFFICERS WITH DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 49(2)(b)) & TRANSFER ALLOWANCE FOR PERIOD IN EXCESS OF PRESCRIBED PERIOD (CLAUSE 52(3))	COLUMN C DAILY RATE OFFICERS WITHOUT DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 49(2)(b))
ALLOWANCE TO MEET INCIDENTAL EXPENSES ONLY (CLAUSES 53(1) AND 53(4))				
(1)	Incidental Allowance	$35.05		
ACCOMMODATION INVOLVING AN OVERNIGHT STAY WHERE FOOD AND ACCOMMODATION IS NOT PROVIDED (CLAUSES 53(2)(a) AND 53(5))				
(2)	WA - Metropolitan Hotel or Motel	$485.20	$242.60	$161.70
(3)	Locality South of 26° South Latitude	$427.20	$213.60	$142.40
	Northam	$440.20	$220.10	$146.70
(4)	Locality North of 26° South Latitude	$427.20	$213.60	$142.40
	Broome	$475.20	$237.60	$158.40
	Exmouth	$455.20	$227.60	$151.70
	Karratha	$508.20	$254.10	$169.40
	Kununurra	$442.20	$221.10	$147.40
	Newman	$491.20	$245.60	$163.70
	Wickham	$508.70	$254.35	$169.55
(5)	Interstate – Capital City			
	Sydney	$517.20	$258.60	$172.40
	Melbourne	$485.20	$242.60	$161.70
	Adelaide	$431.20	$215.60	$143.70
	Brisbane	$477.20	$238.60	$159.05
	Canberra	$466.20	$233.10	$155.40

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

ALLOWANCE TO MEET INCIDENTAL AND MEAL EXPENSES (CLAUSES 53(2)(b) AND 53(3))

(7)	Incidental and Meal Allowance	$220.20

ALLOWANCE TO MEET MEAL EXPENSES ONLY (CLAUSE 53(4))

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

MIDDAY MEAL (CLAUSE 53(11))

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

SCHEDULE K – SHIFTWORK ALLOWANCE

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

An officer required to work a weekday afternoon or night shift of seven and one half (7.5) hours worked, will in addition to the ordinary rate of salary, be paid an allowance in accordance with the following formula for each shift so worked.

$$\text{Shiftwork Allowance} = \frac{\text{Annual Salary}}{1} \times \frac{12}{313} \times \frac{1}{10} \quad \frac{15}{100}$$

A minimum shift work allowance of $35.85 is payable for each afternoon or night shift of seven and one half (7.5) hours worked.

SCHEDULE L – OTHER ALLOWANCES

(1) Diving – (Clause 44)

$8.94 per hour or part thereof.

(2) Flying – (Clause 45)

(a) Observation and photographic duties in fixed wing aircraft – $16.51 per hour or part thereof.

(b) Cloud seeding and fire bombing duties, observation and photographic duties involving operations in which fixed wing aircraft are used at heights less than 304 metres or in unpressurised aircraft at heights more than 3048 metres – $22.65 per hour or part thereof.

(c) When required to fly in a helicopter on fire bombing duties observation and photographic duties or stock surveillance – $31.32 per hour or part thereof.

(3) Sea Going Allowances – (Clause 51)

(a) Victualling

(i) Government Vessel – meals on board not prepared by a cook – $42.30 per day.

(ii) Government Vessel – meals on board are prepared by a cook – $31.70 per day.

(iii) Non Government Vessel – $38.50 each overnight period.

(b) Hard Living Allowance – 0.88 cents per hour or part thereof.

SCHEDULE M – TRAVEL CONCESSIONS FOR ANNUAL LEAVE

	APPROVED MODE TRAVEL	TRAVEL CONCESSION	TRAVELLING TIME
(A)	Air	Air fare for the officer and their dependants.	One day each way.
(B)	Road	Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the return airfare for the Officer and dependants, travelling in the motor vehicle.	North of 20^{o} South - Latitude- two and one half days each way. Remainder - two days each way.
(C)	Air & Road	Full motor vehicle allowance rates for car trip, but re-imbursement not to exceed the cost of the return air fare for the officer. Air fares for dependants.	North of 20 o South - Latitude- two and one half days each way. Remainder - two days each way.

SCHEDULE N – NAMED UNION PARTY

The Civil Service Association of Western Australia Incorporated.

SCHEDULE O – ANNUAL INTERSTATE ALLOWANCE RATES

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

	Single	With Dependents
	$	$
Adelaide	3,515	4,791
Brisbane	3,946	5,261
Melbourne	3,954	5,848
Sydney	6,064	7,246

SCHEDULE P – EXPIRED GENERAL AGREEMENT SALARIES

Salaries

Classification Level	**Annual Salary on and from 13 June 2021 (Not to be subjected to arbitrated safety net adjustments)**
Level 1	
Under 17 years	$28,869
17 years	$33,504
18 years	$38,139
19 years	$42,776
20 years	$47,409
1.1	$53,930
1.2	$56,742
1.3	$59,698
1.4	$62,376
Level 2.1	$64,172
2.2	$65,781
2.3	$67,482
2.4	$69,256
Level 3.1	$72,896
3.2	$74,781
3.3	$76,723
3.4	$78,717
Level 4.1	$81,452
4.2	$83,593
4.3	$85,797
Level 5.1	$90,047
5.2	$92,915
5.3	$95,896
5.4	$98,994
Level 6.1	$103,966
6.2	$107,350
6.3	$110,853

6.4	$114,590
Level 7.1	$120,725
7.2	$124,701
7.3	$129,033
Level 8.1	$136,296
8.2	$141,348
8.3	$147,609
Level 9.1	$155,689
9.2	$160,981
9.3	$167,015
Class 1	$176,438
Class 2	$185,588
Class 3	$194,725
Class 4	$203,869

Specified Callings

Classification Level	**Annual Salary on and from 13 June 2021 (Not to be subjected to arbitrated safety net adjustments)**
SC Level 1	$70,165
1.1	$73,597
1.2	$77,405
1.3	$82,164
1.4	$89,542
1.5	$94,345
SC Level 2.1	$96,548
2.2	$99,634
2.3	$102,845
2.4	$106,179
SC Level 3.1	$111,533
3.2	$115,176
3.3	$118,944
3.4	$122,969

SC Level 4.1	$126,885
4.2	$131,074
4.3	$135,636
SC Level 5.1	$143,046
5.2	$148,358
5.3	$154,940
SC Level 6.1	$163,164
6.2	$168,719
6.3	$175,055
SC Level 7	$184,637
SC Level 8	$194,220
SC Level 9	$203,794
SC Level 10	$213,375

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

GOVERNMENT OFFICERS SALARIES, ALLOWANCES AND CONDITIONS AWARD 1989

PSA A 3 OF 1989

Delivered 21/11/89 at 70 WAIG 709Section 93(6)
Consolidation at 74 WAIG 2521
Varied & Consolidated by P 23/04 23/08/04 at 84 WAIG 2806

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
	Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
	Cl.	P 9/06	16/01/07	87 WAIG 137
(1A.State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	71 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 24/98	07/08/98	78 WAIG 3476
	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, 1659
	Cl.	569/03	5/06/03	83 WAIG 1899 & 2275
	(9)	1197/03	1/11/03	83 WAIG 3537
	Cl.	570/04	4/06/04	84 WAIG 1521
	Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
	Cl.	576/05	07/07/05	85 WAIG 2083, 2484
	Cl.	957/05	07/07/06	86 WAIG 1631, 2016
	Cl.	1/07	01/07/07	87 WAIG 1487 & 1906
	Cl.	115/07	01/07/08	88 WAIG 773 &1153
	Correcting Sch.	115/07	01/07/08	89 WAIG 696
	Cl.	1/09	01/10/09	89 WAIG 735 & 1772
	Cl.	2/10	01/07/10	90 WAIG 568 & 1037
	Cl.	2/11	01/07/11	91 WAIG 1008 & 1593
	Cl.	2/12	01/07/12	92 WAIG 1223
	Cl.	1/13	01/07/13	93 WAIG 893
	Cl.	1/14	01/07/14	94 WAIG 1113
	Cl.	1/15	01/07/15	95 WAIG 1101
	Cl.	1/16	01/07/16	96 WAIG 951
	Cl.	1/17	01/07/17	97 WAIG 1018
	Cl.	1/18	01/07/18	98 WAIG 263 & 731
	Cl.	1/19	01/07/19	99 WAIG 509 & 1052

Cl.	1/20	01/01/21	100 WAIG 836
Cl.	1/21	01/07/21	101 WAIG 839
Cl.	1/22	01/07/22	102 WAIG 770
Cl.	1/23	01/07/23	103 WAIG 1094

2. Arrangement

Cl.	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Ins. 49, 50 & 51	P31/91	20/11/91	72 WAIG 244
Ins. 1A.	1752/91	31/01/92	71 WAIG 191
Cl.	P24/93	24/06/93	73 WAIG 1937
Cl.	P44/93	25/10/93	73 WAIG 2974
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
Ins. 11A	P11/95	09/01/95	75 WAIG 704
Sch. & Title	P 48/95	01/07/95	75 WAIG 2793
1A. Title	1164/95	21/03/96	76 WAIG 911
1A. Title	915/96	7/08/96	76 WAIG 3368
Sch. F Title	P33/97	01/07/97	77 WAIG 2730
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
52 Title	P6/97	13/03/98	78 WAIG 2346
1A	757/98	12/06/98	78 WAIG 2579
Sch. G Title	P4/00	01/01/00	80 WAIG 1609
Cl	P58/01	20/05/02	82 WAIG 999
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
13. Title	P 25/06	28/07/06	86 WAIG 2754
Cl.	P 9/06	16/01/07	87 WAIG 137
(30), Ins 62, Ren 62-64 to 63-65	P 31/08	02/09/08	88 WAIG 2090
Cl	P 9/2019	01/01/21	101 WAIG 18
Schedule A Named Parties	P 9/22	28/03/23	103 WAIG 300

3. Area of Operation

Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806

4. Scope

Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Cl.	P 9/06	16/01/07	87 WAIG 137

5. Term of Award

Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806

6. Definitions

New def.for "Metro area." Ins. def. "Casual Officer" & "fixed term officer"; Del. "Part-time Officer" & Ins." Part-time employment"	P3/90(R2)	02/04/90	70 WAIG 2193
Corr Order	P3/90(R2)	02/04/90	70 WAIG 2940
Ins. “part time employment”	P57/02	21/01/03	83 WAIG 265
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Cl.	P 25/06	28/07/06	86 WAIG 2754
Cl.	P 9/06	16/01/07	87 WAIG 137

(7. Contract of Service)

Ins. (4)	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Del. (2)(f); Re-letter (2)(g) as (2)(f)	P12/91	08/10/91	72 WAIG 242
Del. (2)(f)	P13/95	29/07/96	76 WAIG 3738
Cl & Title	P 23/04	23/08/04	84 WAIG 2806

7. Certificate of Service

(8. Certificate of Service)

Cl & Title	P 23/04	23/08/04	84 WAIG 2806

8. Contract of Service

(2)(a)	P 9/06	16/01/07	87 WAIG 137

9. Part Time Employment

Cl.	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
(5)(a)	P1/91	01/07/90	71 WAIG 1837
Cl.	P57/02	21/01/03	83 WAIG 265
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Cl.	P 9/06	16/01/07	87 WAIG 137

(10. Salaries and Salary Ranges)

Ins. (4)	P44/93	25/10/93	73 WAIG 2974
(3) & (4)	P13/95	29/07/96	76 WAIG 3738
Cl & Title	P 23/04	23/08/04	84 WAIG 2806

10. Casual Employment

Cl.	P 25/06	28/07/06	86 WAIG 2754
Cl.	P 9/06	16/01/07	87 WAIG 137

(11. Salaries - Specified Callings)

(1); Ins. (5)(e) & (f)	P17/93	14/05/93	73 WAIG 1520
(1)	P18/91	01/01/93	73 WAIG 2045
(1) text	P 41/93	29/06/94	74 WAIG 1751
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Cl & Title	P 23/04	23/08/04	84 WAIG 2806

11. Salaries

(3) Al.	P 24/06	28/07/06	86 WAIG 2559
(1)	P 9/06	16/01/07	87 WAIG 137

(11A. Arbitrated Safety Net Adjustment)

Ins. Cl.	P11/95	09/01/95	75 WAIG 704
Cl.	P37/95	10/07/95	75 WAIG 2393
(1) & (2)	P4/96	10/07/96	76 WAIG 2760
Cl.	P 24/98	07/08/98	78 WAIG 3476
Ins. Text.	609/99	01/08/99	79 WAIG 1847
Cl.	654/00	01/08/00	80 WAIG 3379
Re-numb	P 23/04	23/08/04	84 WAIG 2806

(12. Annual Increments)

Cl & Title	P 23/04	23/08/04	84 WAIG 2806

12. Salaries - Specified Callings

(1)	P 9/06	16/01/07	87 WAIG 137
Cl	P 7/06	25/02/14	94 WAIG 204

(13. Payment of Salaries)			
Ins (4)	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
13. Purchased Leave – 48/52 Salary Arrangement			
Number, Title & Cl.	P 25/06	28/07/06	86 WAIG 2754
Cl.	P 9/06	16/01/07	87 WAIG 137
(14. Higher Duties Allowance)			
(1); Del.(3)&(4) & re-numb. (5-10)incl.as (3-8)incl.			
(6)(b) & (7)(b)	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
14. Purchased Leave – Deferred Salary Arrangement			
New Cl. (7)	P 25/06	28/07/06	86 WAIG 2754
(15. Deduction of Association Subscriptions)			
Cl & Title	2053(2)/97	22/11/97	77 WAIG 3171
(15. Deleted)			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
15. Salary Packaging Arrangement			
Cl.	P 9/06	16/01/07	87 WAIG 137
(16. Hours)			
Ins. (14)	P55/91 Corr.	16/06/92	72 WAIG 2096
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
16. Supported Wage			
Cl.	P 9/06	16/01/07	87 WAIG 137
(17. Shift Work)			
(2)(g)(ii)	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
(3)(f)	P49/91	31/01/92	72 WAIG 244
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
17. Traineeships			
Cl.	P 9/06	16/01/07	87 WAIG 137
(18. Overtime)			
(3)(c);(4)	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
(3)(e)	P61/02	21/01/03	83 WAIG 268
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
18. Annual Increments			
(1); (2)	P 3/11	28/06/11	92 WAIG 1572
(19. Annual Leave)			
Ins.(7); re-numb. exist. (7-13) as (8-14)	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Ins. (6), re-numb. exist. (6)-(14) as (7)-(15)	P1/91	15/05/91	71 WAIG 1837
Ins. (8)(c)(i)&(ii)	P44/93	25/10/93	73 WAIG 2974
Cl & Title	P 23/04	23/08/04	84 WAIG 2806

19. High Duties Allowance			
(7)	P 9/06	16/01/07	87 WAIG 137
(20. Public Holidays)			
Cl.	P33/92	21/12/92	73 WAIG 299
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
20. Hours			
(3), (7); (8); Del. (10)	P 9/06	16/01/07	87 WAIG 137
(21. Long Service Leave)			
Del.(4)(h); Reletter (i) as (h)	P13/95	29/07/96	76 WAIG 3738
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
21. Shift Work Allowance			
(3)	P 9/06	16/01/07	87 WAIG 137
(2)	P 31/08	02/09/08	88 WAIG 2090
Cl	P 17/10	20/10/10	90 WAIG 1725
(2)(a)(ii)	P 9/22	28/03/23	103 WAIG 300
(22. Sick Leave)			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
22. Overtime			
Title, Num & Cl.	P 9/06	16/01/07	87 WAIG 137
(23. Maternity Leave)			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
23. Annual Leave			
(1) & (13)	P 25/06	28/07/06	86 WAIG 2754
Cl.	P 9/06	16/01/07	87 WAIG 137
(2) & (8)(b)	P 31/08	02/09/08	88 WAIG 2090
(8)	P 3/11	28/06/11	92 WAIG 1572
(24. Leave Without Pay)			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
24. Public Holidays			
(1)	P 25/19	26/08/20	100 WAIG 1369
(25. Study Leave)			
Cl.	P57/02	21/01/03	83 WAIG 265
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
25. Long Service Leave			
(3), ins new (14) & (15)	P 25/06	28/07/06	86 WAIG 2754
(3)	P 9/06	16/01/07	87 WAIG 137
(5)	P 9/22	28/03/23	103 WAIG 300
(26. Short Leave)			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
26. Sick Leave			
(16)	P 9/06	16/01/07	87 WAIG 137
(27. Leave to Attend Association Business)			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
27. Carers Leave			

(28. Trade Union Training Leave)			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
28. Parental Leave			
Cl.	P 25/06	28/07/06	86 WAIG 2754
Cl.	P 9/06	16/01/07	87 WAIG 137
(29. Leave for Training with the Defence Force Reserves)			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
29. Leave Without Pay			
Cl.	P 25/06	28/07/06	86 WAIG 2754
(30. Camping Allowance)			
(7)(a); (8) (9) & (10)	P28/94	01/07/94	74 WAIG 2153
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
(30. Study Leave)			
Cl.	P 9/06	16/01/07	87 WAIG 137
Cl & Title (corr required)	P 31/08	02/09/08	88 WAIG 2090
30. Study Assistance			
(31. Dirty Work Allowance)			
Cl.& title deleted	P3/90(R2)	02/04/90	70 WAIG 2940
(32. District Allowance)			
re-numb.	P3/90(R2)	02/04/90	70 WAIG 2193
(31. District Allowance)			
(13); delete (14)	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Ins. (15)	P11/90	27/6/90	70 WAIG 2593
Del.(13) & (15); Ins. (13)	P15/91	17/09/91	72 WAIG 242
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
31. Short Leave			
(31A. Annual Interstate Allowance)			
Ins. Cl.	P44/93	25/10/93	73 WAIG 2974
Re-numb	P 23/04	23/08/04	84 WAIG 2806
(33 Disturbance Allowance)			
re-numbered by	P3/90(R2)	02/04/90	70 WAIG 2193
(32 Disturbance Allowance)			
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Ins (2)I	P11/94	31/05/94	74 WAIG 1557
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
32 Bereavement Leave			
(4); (5)	P 9/06	16/01/07	87 WAIG 137
Ins (6)	P 31/08	02/09/08	88 WAIG 2090
(1)	P 3/11	28/06/11	92 WAIG 1572
(34. Diving Allowance)			
re-numbered by	P3/90(R2)	02/04/90	70 WAIG 2193
(33. Diving Allowance)			
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
33. Cultural/Ceremonial Leave			

(6)	P 25/06	28/07/06	86 WAIG 2754
(35. Flying Allowance)			
re-numbered	P3/90(R2)	02/04/90	70 WAIG 2193
(34. Flying Allowance)			
para (b)	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Cl.	P22/94	17/06/94	74 WAIG 1751
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
34. Blood/Plasma Donors Leave			
Cl.	P 9/06	16/01/07	87 WAIG 137
(36. Motor Vehicle Allowance)			
re-numb.	P3/90(R2)	02/04/90	70 WAIG 2193
(35. Motor Vehicle Allowance)			
(2)(a);(2)(b)(vi);			
(4)(a); delete (6)	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
(5)	P45/97	01/10/97	77 WAIG 3455
(5)	P22/00	01/07/00	80 WAIG 3283
(5)	P5/03	19/09/03	83 WAIG 3338
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
35. Emergency Service Leave			
(37. Property Allowance)			
Renumb. By	P3/90(R2)	02/04/90	70 WAIG 2193
(36. Property Allowance)			
(1)(g)"expenses" def.; (1)(a)"locality" def.; Ins."property" def. After "locality"; def."residence"; (3),(3)(a)(b)(c)(d); (4); (4)(a)(b); (10)(c)(i); Replace term "dwelling/house" with term "residence"	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
36. Facilities for Union Representatives			
Cl	P 9/2019	01/01/21	101 WAIG 18
36. Union Facilities for Union Representatives			
(5)	P 9/06	16/01/07	87 WAIG 137
36A. Representation Rights			
Ins. Cl	P 9/2019	01/01/21	101 WAIG 18
(38. Protective Clothing)			
Renumb. By	P3/90(R2)	02/04/90	70 WAIG 2193
(37. Protective Clothing)			
Cl.	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
37. Leave to Attend Association Business			

(39. Relieving Allowance)			
Renumb. By	P3/90(R2)	02/04/90	70 WAIG 2193
(38. Relieving Allowance)			
(1)(d)	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
(3); (5)	P28/94	01/07/94	74 WAIG 2153
(1)(d)	P0002/97	19/02/97	77 WAIG 752
(1)(d) rates	P18/97	01/07/97	77 WAIG 1978
(1)(d)	P22/00	01/07/00	80 WAIG 3283
(1)(d)	P14/02	01/07/02	82 WAIG 2447
(1)(d)	P5/03	19/09/03	83 WAIG 3338
Cl & Title	P 23/04	23/08/04	84 WAIG 2806

38. Trade Union Training Leave

(40. Removal Allowance)			
Renumb. By	P3/90(R2)	02/04/90	70 WAIG 2193
(39. Removal Allowance)			
(1)(b)(c); (4); Add text to (5); (6); Del.(9)	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
(1)(b)(c), (3)(a)(b), (4), (5), (6)	P38/92	01/07/92	73 WAIG 96
Ins (1)(d)	P45/94	15/12/94	75 WAIG 129
(1)I & (6) Rates	P48/94	15/12/94	75 WAIG 129
(1)I, (d); (6) Rates	P14/96	26/07/96	76 WAIG 4281
(1)I ;(6) rates	P9/97	01/07/97	77 WAIG 1979
(1)I,(d) &(6)	P55/98	01/01/99	79 WAIG 1169
Correction	P55/98	01/01/99	79 WAIG 2068
(1)I, (d) & (6)	P22/00	01/07/00	80 WAIG 3283
(1)I, (d) & (6)	P14/02	01/07/02	82 WAIG 2447
(1)I, (d) & (6)	P5/03	19/09/03	83 WAIG 3338
Cl & Title	P 23/04	23/08/04	84 WAIG 2806

39. Defence Force Reserves Leave

(41. Sea Going Allowance)			
Renumb. By	P3/90(R2)	02/04/90	70 WAIG 2193
(40. Sea Going Allowance)			
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Cl & Title	P 23/04	23/08/04	84 WAIG 2806

40. Witness and Jury Service

Cl.	P 9/06	16/01/07	87 WAIG 137

(42. Transfer Allowance)			
Renumb. By	P3/90(R2)	02/04/90	70 WAIG 2193
(41. Transfer Allowance)			
(1); Ins.(2); Re-numb.(2-4) as (3-5); then (3); (5)(a);	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
(5)(b)	P28/94	01/07/94	74 WAIG 2153
Cl & Title	P 23/04	23/08/04	84 WAIG 2806

41. Camping Allowance

Cl.	P 9/06	16/01/07	87 WAIG 137
(7) (b)	P 3/11	28/06/11	92 WAIG 1572

(43. Travelling Allowance)			
Renumb. By	P3/90(R2)	02/04/90	70 WAIG 2193
(42. Travelling Allowance)			
(3)(11)(cancelled by C.O.)	P3/90(R2)	02/04/90	70 WAIG 2193
Corr. Order – Ins. (4) & renum. Following s/cl's (1); Renum. 2-12 to read as 1-11	P3/90(R2)	02/04/90	70 WAIG 2940
	P51/91	3/2/92	72 WAIG 492
(11)	P28/94	01/07/94	74 WAIG 2153
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
42. District Allowance			
Cl.	P 9/06	16/01/07	87 WAIG 137
Ins (13), Ren 13 to 14	P 31/08	02/09/08	88 WAIG 2090
(44. Weekend Absence from Residence)			
Renumb. By	P3/90(R2)	02/04/90	70 WAIG 2193
(43. Weekend Absence from Residence)			
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
43. Disturbance Allowance			
(45. Preservation of Rights)			
re-numbered by	P3/90(R2)	02/04/90	70 WAIG 2193
(44. Preservation of Rights)			
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
44. Diving Allowance			
Cl.	P 9/06	16/01/07	87 WAIG 137
(46. Time and Salaries Record)			
re-numbered by	P3/90(R2)	02/04/90	70 WAIG 2193
(45. Time and Salaries Record)			
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
45. Flying Allowance			
Cl.	P 9/06	16/01/07	87 WAIG 137
(47. Notification of Change)			
re-numbered by	P3/90(R2)	02/04/90	70 WAIG 2193
(46. Notification of Change)			
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
46. Motor Vehicle Allowance			
Cl.	P 9/06	16/01/07	87 WAIG 137
(5)	P 12/07	15/10/07	87 WAIG 2907
(5)	P 26/08	7/11/08	88 WAIG 2268
(5)	P 14/09	28/08/09	89 WAIG 1067
(5)	P 29/10	24/9/10	90 WAIG 1730
(5)	P 10/12	08/08/12	92 WAIG 1573
Cor. Ord (5)	P 10/12	13/08/12	92 WAIG 1575
(5)	P 9/22	28/03/23	103 WAIG 300
(48. Right of Entry)			
re-numbered by	P3/90(R2)	02/04/90	70 WAIG 2193
(47. Right of Entry)			

Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Ins.Txt	2053(1)/97	22/11/97	77 WAIG 3138
Cl & Title	P 23/04	23/08/04	84 WAIG 2806

47. Property Allowance

Cl.	P 9/06	16/01/07	87 WAIG 137
(1)	P 3/11	28/06/11	92 WAIG 1572

(49. Copies of Award)

re-numbered by	P3/90(R2)	02/04/90	70 WAIG 2193

(48. Copies of Award)

Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Cl & Title	P 23/04	23/08/04	84 WAIG 2806

48. Protective Clothing Allowance

(49. Wage Fixing Principles)

Ins. Cl.	P31/91	20/11/91	72 WAIG 244
Cl & Title	P 23/04	23/08/04	84 WAIG 2806

49. Relieving Allowance

1(d)	P 12/04	14/09/04	84 WAIG 3263
(1)(d)	P 18/05	25/10/05	85 WAIG 3705
Corr Ord (1)(d)	P 18/05	19/10/05	85 WAIG3706
Cl.	P 9/06	16/01/07	87 WAIG 137
(1)(d)	P 12/07	15/10/07	87 WAIG 2907
(1)(d)	P 26/08	7/11/08	88 WAIG 2268
(1)(d)	P 14/09	28/08/09	89 WAIG 1067
(1)(d)	P 29/10	24/9/10	90 WAIG 1730
(1)(d)	P 11/11	16/9/11	91 WAIG 2143
(1)(d)	P 10/12	08/08/12	92 WAIG 1573
Cor. Ord (1)(d)	P 10/12	13/08/12	92 WAIG 1575
(1)(d)	P 4/14	22/01/15	95 WAIG 229
(1)(d)	P 2/15	13/11/15	95 WAIG 1822
(1)(d)	P 2/18	21/12/18	99 WAIG 36
(1)(d)	P 9/22	28/03/23	103 WAIG 300

(50. Establishment of Consultative Mechanisms)

Ins. Cl.	P31/91	20/11/91	72 WAIG 244
Cl & Title	P 23/04	23/08/04	84 WAIG 2806

50. Removal Allowance

(1) & (6)	P 12/04	14/09/04	84 WAIG 3263
(1)I, (1)(d) & (6)	P 18/05	25/10/05	85 WAIG 3705
Corr Ord (1)I, (1)(d) & (6)	P 18/05	19/10/05	85 WAIG 3706
(1); (3)	P 9/06	16/01/07	87 WAIG 137
(1) & (6)	P 12/07	15/10/07	87 WAIG 2907
Cl	P 31/08	02/09/08	88 WAIG 2090
(1)I(d); & (6)	P 26/08	7/11/08	88 WAIG 2268
(1)I(d); & (6)	P 14/09	28/08/09	89 WAIG 1067
(1)(c), (d) &(6)	P 29/10	24/9/10	90 WAIG 1730
(1)(c), (1)(d) & (6)	P 11/11	16/9/11	91 WAIG 2143
(1) & (6)	P 10/12	08/08/12	92 WAIG 1573
Cor. Ord (1) & (6)	P 10/12	13/08/12	92 WAIG 1575
(1)(c), (1)(d) & (6)	P 4/14	22/01/15	95 WAIG 228
(1)(c), (1)(d) & (6)	P 2/15	13/11/15	95 WAIG 1822
(1)(c), (1)(d) & (6)	P 2/18	21/12/18	99 WAIG 36
(1)(c), (1)(d), (3)(e) & (6)	P 9/22	28/03/23	103 WAIG 300

(51. Award Modernisation)

Ins. Cl.	P 31/91	20/11/91	72 WAIG 244
Cl & Title	P 23/04	23/08/04	84 WAIG 2806

51. Sea-Going Allowance			
Cl.	P 9/06	16/01/07	87 WAIG 137
(52. Salary Packaging)			
Ins. Cl.	P 6/97	13/03/98	78 WAIG 2346
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
52. Transfer Allowance			
Cl.	P 9/06	16/01/07	87 WAIG 137
(53. Witness and Jury Service)			
Ins. Cl	P58/01	20/05/02	82 WAIG 999
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
53. Travelling Allowance			
Cl.	P 9/06	16/01/07	87 WAIG 137
54. Annual Interstate Allowance			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
Cl.	P 9/06	16/01/07	87 WAIG 137
55. Mortuary Allowance			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
Cl.	P 14/04	14/09/04	84 WAIG 3262
Cl	P 25/07	14/03/08	88 WAIG 236
Cl	P 38/10	2/2/11	91 WAIG 189
Cl & Title	P 20/2011	16/1/2012	92 WAIG 132
Cl	P 1/14	27/02/14	94 WAIG 203
Cl	P 2/18	21/12/18	99 WAIG 36
(1)	P 9/22	28/03/23	103 WAIG 300
56. Weekend Absence from Residence			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
Cl.	P 9/06	16/01/07	87 WAIG 137
57. Preservation of Rights			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
58. Keeping of and Access to Employment Records			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
59. Notification of Change			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
Cl.	P 9/06	16/01/07	87 WAIG 137
60. Right of Entry and Inspection by Authorised Representatives			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
Cl.	P 9/06	16/01/07	87 WAIG 137
61. Copies of Award			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
62. – Access to Information and Resources			
Ins Cl	P 31/08	02/09/08	88 WAIG 2090
63. Establishment of Consultative Mechanisms			
Cl & Title	P 23/04	23/08/04	84 WAIG 2806
Ren from Cl 62 to 63	P 31/08	02/09/08	88 WAIG 2090
64. Dispute Settlement Procedure			

Cl & Title	P 23/04	23/08/04	84 WAIG 2806
Cl.	P 9/06	16/01/07	87 WAIG 137
Ren from Cl 63 to 64	P 31/08	02/09/08	88 WAIG 2090

65. Expired General Agreement Salaries

Cl & Title	P 23/04	23/08/04	84 WAIG 2806
Cl.	P 9/06	16/01/07	87 WAIG 137
Ren from Cl 64 to 65	P 31/08	02/09/08	88 WAIG 2090

SCHEDULE A – List of Respondents.

Ins. Respondent	P6/91	01/07/91	71 WAIG 2268
Correction Order	P6/91	01/07/91	71 WAIG 2659
Ins. Respondent – (Sched.A) Del. I. & Amend	P8/91	15/03/91	72 WAIG 242
Respondent –(Sched. B)	P8/91	19/12/91	72 WAIG 242
Text –(Sched. C)	P8/91	22/02/91	72 WAIG 242
Ins. Resps.	P55/91	16/06/92	72 WAIG 1546
Sch.	P30(A)/92	21/12/92	73 WAIG 298
Sch.	P28/93	11/11/93	73 WAIG 3416
Respondents	P36/96	27/11/96	76 WAIG 4974
Schedule	P40/96	23/12/96	77 WAIG 233
Ins. I.	P 24/95	05/12/96	77 WAIG 975
Delete & insert respondents	P36/97	18/09/97	77 WAIG 2731
Delete respondent	76/80, Part 184	08/04/98	78 WAIG 1883
Delete & insert respondents	P1/98	25/03/99	79 WAIG 1169
Ins. Respondent.	P60/00	15/11/00	80 WAIG 5514
Delete & insert respondent	P31/00	07/12/00	81 WAIG 251
Ins Respondent	P5/01	06/04/01	81 WAIG 1001
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Sch.	P 31/08	02/09/08	88 WAIG 2090
Ins Respondent	P 16/10	28/06/10	90 WAIG 634
Sch	P 3/11	28/06/11	92 WAIG 1572
Sch	P 2/18	21/12/18	99 WAIG 36
Sch	P 2A/18	02/09/19	99 WAIG 1439
Correcting Order	P 2A/18	02/09/19	99 WAIG 1441
Sch	P 9/22	28/03/23	103 WAIG 300

SCHEDULE B – Government Officers not Covered by the Scope of this Award

text	P1/92	24/11/89	72 WAIG 1545
Ins. Text	P 24/95	05/12/96	77 WAIG 975
Ins Sch	P19/03	09/10/03	83 WAIG 3585
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Sch	P 9/22	28/03/23	103 WAIG 300

SCHEDULE C – List of Awards/Agreements replaced by this Award

Ins. Agreement	P44/93	25/10/93	73 WAIG 2974
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806

SCHEDULE D – Salaries

Schedule	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Schedule	P31/91	20/11/91	72 WAIG 244
Schedule	P11/95	09/01/95	75 WAIG 704
Sch.	P37/95	10/07/95	75 WAIG 2393
Schedule	P4/96	10/07/96	76 WAIG 2760
Sch.	P13/95	29/07/96	76 WAIG 3738
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177

Sch.	P 24/98	07/08/98	78 WAIG 3476
Rates.	609/99	01/08/99	79 WAIG 1847
Sch.	654/00	01/08/00	80 WAIG 3379
Sch.	752/01	01/08/01	81 WAIG 1721
Sch.	797/02	01/07/02	82 WAIG 1369, 1659
Sch.	P 32/02	23/08/02	82 WAIG 2449
Sch.	569/03	5/06/03	83 WAIG 1899 & 2275
Sch.	570/04	4/06/04	84 WAIG 1521 & 1799
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Sch.	576/05	07/07/05	85 WAIG 2083, 2488
Sch.	957/05	07/07/06	86 WAIG 1631, 2020
Sch.	P 9/06	16/01/07	87 WAIG 137
Sch.	1/07	01/07/07	87 WAIG 1487 & 1906
Sch.	115/07	01/07/08	88 WAIG 773 &1153
Correcting Schedule	115/07	01/07/08	89 WAIG 696
Sch.	1/09	01/10/09	89 WAIG 735 & 1772
Sch.	2/10	01/07/10	90 WAIG 568 & 1037
Sch.	2/11	01/07/11	91 WAIG 1008 & 1593
Sch.	2/12	01/07/12	92 WAIG 1223
Sch.	1/13	01/07/13	93 WAIG 893
Sch.	1/14	01/07/14	94 WAIG 1113
Sch.	1/15	01/07/15	95 WAIG 1101
Sch.	1/16	01/07/16	96 WAIG 951
Sch.	1/17	01/07/17	97 WAIG 1018
Sch.	1/18	01/07/18	98 WAIG 263 & 731
Sch.	1/19	01/07/19	99 WAIG 509 & 1052
Sch.	1/20	01/01/21	100 WAIG 836
Cl.	1/21	01/07/21	101 WAIG 839
Sch.	1/22	01/07/22	102 WAIG 770
Sch.	1/23	01/07/23	103 WAIG 1094

SCHEDULE E – Salaries – Specified Callings

Sch.	P3/90(R2)	02/04/90	70 WAIG 2193
Corr Order	P3/90(R2)	02/04/90	70 WAIG 2940
Sch.	P31/91	20/11/91	72 WAIG 244
Sch.	P17/93	14/05/93	73 WAIG 1520
Sch.	P18/91	01/01/93	73 WAIG 2045
Amd. Text	P41 93	29/06/94	74 WAIG 1751
Sch.	P11/95	09/01/95	75 WAIG 704
Sch.	P37/95	10/07/95	75 WAIG 2393
Sch.	P4/96	10/07/96	76 WAIG 2760
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Sch.	P 24/98	07/08/98	78 WAIG 3476
Rates.	609/99	01/08/99	79 WAIG 1847
Sch.	654/00	01/08/00	80 WAIG 3379
Sch.	752/01	01/08/01	81 WAIG 1721
Sch.	797/02	01/08/02	82 WAIG 1369, 1659
Sch.	569/03	5/06/03	83 WAIG 1899 & 2275
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Sch.	576/05	07/07/05	85 WAIG 2083, 2488
Sch.	957/05	07/07/06	86 WAIG 1631, 2020
Sch.	P 9/06	16/01/07	87 WAIG 137
Sch.	1/07	01/07/07	87 WAIG 1487 & 1906
Sch.	115/07	01/07/08	88 WAIG 773 &1153
Corr Sch.	115/07	01/07/08	89 WAIG 696
Sch.	1/09	01/10/09	89 WAIG 735 & 1772
Sch.	2/10	01/07/10	90 WAIG 568 & 1037
Sch.	2/11	01/07/11	91 WAIG 1008 & 1593
Sch.	2/12	01/07/12	92 WAIG 1223
Sch.	1/13	01/07/13	93 WAIG 893

Sch.	P 7/06	25/02/14	94 WAIG 204
Sch.	1/14	01/07/14	94 WAIG 1113
Sch.	1/15	01/07/15	95 WAIG 1101
Sch.	1/16	01/07/16	96 WAIG 951
Sch.	1/17	01/07/17	97 WAIG 1018
Sch.	1/18	01/07/18	98 WAIG 263 & 731
Sch.	1/19	01/07/19	99 WAIG 509 & 1052
Sch.	1/20	01/01/21	100 WAIG 836
Sch.	1/21	01/07/21	101 WAIG 839
Sch.	1/22	01/07/22	102 WAIG 770
Sch.	1/23	01/07/23	103 WAIG 1094

SCHEDULE F – Clause 41. – Camping Allowance

Sch.	P3/90(R2)	02/04/90	70 WAIG 2193
Corr Order	P3/90(R2)	02/04/90	70 WAIG 2940
Sch.	P32/90	01/07/90	70 WAIG 3136
Sch.	P51/91	01/07/91	72 WAIG 498
Sch.	P27/92	01/07/92	72 WAIG 2561
Sch.	P40/93	01/07/93	73 WAIG 2973
Sch	P28/94	01/07/94	74 WAIG 2153
Sch	P 48/95	01/07/95	75 WAIG 2793
Sch	P33/97	01/07/97	77 WAIG 2730
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Sch.	P40/98	01/01/99	79 WAIG 231
Sch.	P8/99	16/05/00	80 WAIG 2680
Sch.	P19/00	01/07/00	80 WAIG 4339
Sch.	P31/01	5/12/01	82 WAIG 63
Sch.	P7/03	07/11/03	83 WAIG 3586
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Sch.	P30/04	21/01/05	85 WAIG 675
Sch.	P34/05	12/12/05	86 WAIG 26
Sch.	P 9/06	16/01/07	87 WAIG 137
Sch.	P 8/08	14/04/08	88 WAIG 372
Sch.	P 2/09	17/06/09	89 WAIG 778
Sch.	P 1/10	21/4/10	90 WAIG 397

SCHEDULE G – Clause 42. – District Allowances

Sch & Title	P4/00	01/01/00	80 WAIG 1609
Sch	P15/01	01/07/01	81 WAIG 2435
Sch	P14/02	01/07/02	82 WAIG 2447
Sch.	P32/03	09/03/04	84 WAIG 522
Part II	P21/04	14/09/04	84 WAIG 3265
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Part II..	P 21/04	14/09/04	84 WAIG 3265
Part II	P 9/05	01/07/05	85 WAIG 3266
Map	P 9/06	16/01/07	87 WAIG 137
Part II	P43/10	25/01/11	91 WAIG 188
Part II	P 3/2012	1/7/2012	92 WAIG 1572

SCHEDULE H – Motor Vehicle Allowances

Schedule	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Schedule	P37/90	1/7/90	70 WAIG 4024
Schedule	P33/91	01/07/91	72 WAIG 243
Schedule	P21/97	01/07/97	77 WAIG 2732
Schedule	P10/03	19/09/03	83 WAIG 3339
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Head & Maps	P 9/06	16/01/07	87 WAIG 137
Pt 1 – 3	P11/08	15/07/08	88 WAIG 1634

SCHEDULE I – Clause 22. – Overtime

Schedule	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Sch.	P59/91	04/12/91	72 WAIG 1073
Corr Order	P59/91	28/4/92	72 WAIG 1073
Part II	P20/96	31/07/96	76 WAIG 4282
Part I	P29/96	26/07/96	76 WAIG 4282
Part II – Meals	P19/97	01/07/97	77 WAIG 1978
Part 1	P 51/97	21/11/97	77 WAIG 3455
Part I	P 24/98	07/08/98	78 WAIG 3476
Part II – Meals	P55/98	01/01/99	79 WAIG 1169
Part I	P12/99	23/09/99	79 WAIG 3022
Part 1.	P64/00	18/01/00	81 WAIG 650
Part II – Meals	P22/00	01/07/00	80 WAIG 3283
Part 1.	P34/00	12/10/00	81 WAIG 252
Part I	P47/01	18/01/02	82 WAIG 226
Part II	P14/02	01/07/02	82 WAIG 2447
Sch.	P42/02	13/09//02	82 WAIG 2663
Sch.	P5/03	19/09/03	83 WAIG 3338
Sch.	P26/03	09/03/04	84 WAIG 521
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Part I.	P14/04	14/09/04	84 WAIG 3262
Part II	P12/04	14/09/04	84 WAIG 3263
Part II	P18/05	25/10/05	85 WAIG 3705
Corr Ord Part II	P 18/05	19/10/05	85 WAIG 3706
Title & Sch.	P 9/06	16/01/07	87 WAIG 137
Sch.	P 12/07	15/10/07	87 WAIG 2907
Part I	P25/07	14/03/08	88 WAIG 236
Part II	P 26/08	7/11/08	88 WAIG 2268
Part II	P 14/09	28/08/09	89 WAIG 1067
Part II Meals	P 29/10	24/9/10	90 WAIG 1730
Part I Out of Hours contact	P 17/10	20/10/10	90 WAIG 1725
Part I – Out of Hours Contact	P 38/10	2/2/11	91 WAIG 189
Part II	P 11/11	16/9/11	91 WAIG 2143
Title & Part I	P 20/2011	16/1/2012	92 WAIG 132
Sch. I – (22) Part II	P 10/12	08/08/12	92 WAIG 1573
Cor. Ord Sch. I – (22) Part II	P 10/12	13/08/12	92 WAIG 1575
Part II	P 4/14	22/01/15	95 WAIG 228
Part II	P 2/15	13/11/15	95 WAIG 1822
Part I	P 2/18	21/12/18	99 WAIG 36
Sch	P 9/22	28/03/23	103 WAIG 300

SCHEDULE J - Travelling, Transfer and Relieving Allowance

Schedule	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Schedule	P32/90	01/07/90	70 WAIG 3136
Item 6 C/Order	P32/90	01/07/90	70 WAIG 3817
Sch.	P51/91	01/07/91	72 WAIG 498
Sch.	P27/92	01/07/92	72 WAIG 2561
Sch.	P40/93	01/07/93	73 WAIG 2973
Sch	P28/94	01/07/94	74 WAIG 2153
Sch	P 48/95	01/07/95	75 WAIG 2793
Sch	P 66/95	31/01/96	76 WAIG 704
Sch	P12/96	01/07/96	76 WAIG 2761
Sch	P33/97	01/07/97	77 WAIG 2730
Sch.	P40/98	01/01/99	79 WAIG 231
Sch	P8/99	16/05/99	80 WAIG 2680

Sch	P19/00	01/07/00	80 WAIG 4339
Sch	P31/01	5/12/01	82 WAIG 63
Sch	P7/03	07/11/03	83 WAIG 3586
Sch (Corr)	P7/03	10/12/03	84 WAIG 163
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Sch	P30/04	21/01/05	85 WAIG 675
Sch	P34/05	19/12/05	86 WAIG 26
Sch.	P 9/06	16/01/07	87 WAIG 137
Sch	P 8/08	14/04/08	88 WAIG 372
Sch	P2/09	17/06/09	89 WAIG 778
Sch	P 1/10	21/04/10	90 WAIG 397
Sch	P 21/10	21/4/10	90 WAIG 1732

SCHEDULE K - Shiftwork Allowance

Schedule	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
Sch.	P59/91	04/12/91	72 WAIG 1073
Del. Schedule	P 11/95	17/02/95	75 WAIG 704
Rate	P29/96	26/07/96	76 WAIG 4282
Sch.	P 51/97	21/11/97	77 WAIG 3455
Ch.	P 24/98	07/08/98	78 WAIG 3476
Sch.	P12/99	23/09/99	79 WAIG 3022
Sch.	P34/00	12/10/00	81 WAIG 252
Sch.	P47/01	18/01/02	82 WAIG 226
Sch.	P42/02	13/09//02	82 WAIG 2663
Sch.	P26/03	09/03/04	84 WAIG 521
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Sch.	P 14/04	14/09/04	84 WAIG 3262
Sch.	P 9/06	16/01/07	87 WAIG 137
Sch	P25/07	14/03/08	88 WAIG 236
Sch	P 17/10	20/10/10	90 WAIG 1725
Sch	P 38/10	02/02/11	91 WAIG 189
Sch	P 20/11	16/01/12	92 WAIG 132
Sch	P 2/18	21/12/18	99 WAIG 36
Sch	P 9/22	28/03/23	103 WAIG 300

SCHEDULE L - Other Allowances

Schedule	P3/90(R2)	02/04/90	70 WAIG 2193
Correcting Order	P3/90(R2)	02/04/90	70 WAIG 2940
(1) & (2)	P22/94	17/06/94	74 WAIG 1751
Schedule	P34/96	20/09/96	76 WAIG 4282
Sch.	P 51/97	21/11/97	77 WAIG 3455
Sch.	P 24/98	07/08/98	78 WAIG 2476
Sch.	P12/99	23/09/99	79 WAIG 3022
Sch.	P34/00	12/10/00	81 WAIG 252
Sch.	P47/01	18/01/02	82 WAIG 226
Sch.	P42/02	13/09//02	82 WAIG 2663
Sch.	P26/03	09/03/04	84 WAIG 521
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Sch.	P 14/04	14/09/04	84 WAIG 3262
Sch.	P 9/06	16/01/07	87 WAIG 137
Sch	P25/07	14/03/08	88 WAIG 236
Sch	P 38/10	02/02/11	91 WAIG 189
Sch	P 20/11	16/01/12	92 WAIG 132
Sch	P 1/14	27/04/14	94 WAIG 203
Sch	P 2/18	21/12/18	99 WAIG 36
Sch	P 9/22	28/03/23	103 WAIG 300

SCHEDULE M - Travel Concessions for Annual Leave

Ins schedule	P3/90(R2)	02/04/90	70 WAIG 2940
Correcting Order			
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806

(B)	P 3/11	28/06/11	92 WAIG 1572

SCHEDULE N - Named Union Party

Ins. Sch.	P24/93	24/06/93	73 WAIG 1937
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806

SCHEDULE O - Annual Interstate Allowance Rates

Ins. Sch.	P44/93	25/10/93	73 WAIG 2974
Schedule	P31/94	01/07/94	74 WAIG 2358
Schedule	P3/96	01/07/96	76 WAIG 2759
Schedule	P11/97	01/07/97	77 WAIG 1978
Schedule	P55/98	01/01/99	79 WAIG 1169
Schedule	P22/00	01/07/00	80 WAIG 3283
Schedule	P14/02	01/07/02	82 WAIG 2447
Schedule	P5/03	19/09/03	83 WAIG 3338
Schedule	P12/04	14/09/04	84 WAIG 3263
Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Sch.	P 12/04	14/09/04	84 WAIG 3263
Sch.	P 18/05	25/10/05	85 WAIG 3705
Corr Ord Sch.	P 18/05	19/10/05	85 WAIG 3706
Sch.	P 12/07	15/10/07	87 WAIG 2907
Corr Ord Sch.	P 12/07	15/10/07	87 WAIG 2908
Sch.	P 26/08	07/11/08	88 WAIG 2268
Sch	P 14/09	28/08/09	89 WAIG 1067
Sch	P 29/10	24/09/10	90 WAIG 1730
Sch	P 11/11	16/09/11	91 WAIG 2143
Schedule	P 10/12	08/08/12	92 WAIG 1573
Cor. Ord Sch	P 10/12	13/08/12	92 WAIG 1575
Sch	P 4/14	22/01/15	95 WAIG 228
Sch	P 2/15	17/11/15	95 WAIG 1822
Sch	P 9/22	28/03/23	103 WAIG 300

SCHEDULE P – Expired General Agreement Salaries

Varied & Consolidated	P 23/04	23/08/04	84 WAIG 2806
Sch.	P 25/06	28/07/06	86 WAIG 2754
Sch	P 17/10	20/10/10	90 WAIG 1725
Sch	P 20/11	16/01/12	92 WAIG 132
Sch	P 2/18	21/12/18	99 WAIG 36
Sch	P 9/22	28/03/23	103 WAIG 300