

Hospital Workers (Government) Award No. 21 of 1966

1. - TITLE

This Award shall be known as the Hospital Workers (Government) Award No. 21 of 1966 as amended and consolidated and shall replace Award No. 46 of 1961 as amended.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more is \$557.40 per week payable on and from the first pay period on or after 1 July 2008.
- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate.
- (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 2008 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.
- (10) Adult Apprentices
 - (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$488.40 per week on and from the commencement of the first pay period on or after 1 July 2008.

- (b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
- (c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
- (d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

2. - ARRANGEMENT

- 1. Title
- 1B. Minimum Adult Award Wage
- 2. Arrangement
- 3. Area and Scope
- 4. Term
- 5. Definitions
- 6. Hours
- 7. Spread of Shifts
- 8. Rosters
- 9. No Reduction
- 10. Contract of Service
- 11. Disputes Settlement Procedures
- 12. Engagement
- 13. Transfers
- 14. Accommodation
- 15. Overtime
- 16. Shift Work
- 17. Weekend Work
- 18. Conditions and Allowances
- 19. Allowances and Special Provisions
- 20. Higher Duties Allowance
- 21. Public Holidays
- 22. Public Holidays - Graylands and Selby Lodge/Lemnos Hospitals
- 23. Sick Leave
- 24. Deleted
- 25. Annual Leave
- 26. Deleted
- 27. Long Service Leave
- 28. Uniforms
- 29. Protective Equipment
- 30. Provision of First Aid Appliances
- 31. Supply of Stores
- 32. Emergencies
- 33. Board of Reference
- 34. Apprentices
- 35. Part-Time Employees
- 36. Under Rate Employees
- 37. Board and Lodging
- 38. Deleted
- 39. Wages

Appendix - Resolution of Disputes Requirements

Schedule A - Parties to the Award

Schedule B - Respondents

Schedule C - Memorandum of Agreement

3. - AREA AND SCOPE

This Award shall apply throughout the State of Western Australia to workers employed in all public hospitals under the control of the Hon. Minister for Health, all public hospitals under boards of management appointed under the Hospitals Act, 1972, Princess Margaret Hospital for Children, all approved hospitals under the Mental Health Act, 1962-1965 and treatment, training and disciplinary facilities under the Child Welfare Act, 1947-1965: provided that this award shall not apply to the Homes of Peace Incorporated or to any of their workers.

4. - TERM

The term of this award shall be for a period of three years from the date hereof. (This award was delivered on the 21st December, 1966).

5. - DEFINITIONS

- (1) "Laundry Person" means an employee who is required to do washing and/or ironing and any other function in a laundry.
- (2) "Laundry Hand" means an employee employed in a laundry whose major employment is not washing and/or ironing.
- (3) "Orderly" means an employee not otherwise classified in this award.
- (4) "Rostered Employee" means an employee for whom the ordinary hours of work may include work on a Sunday.
- (5) "Machinist" means an employee who cuts out and fits uniforms or dresses to measure or pattern.
- (6) "Storeperson" means an employee who is employed in a store handling, weighing and preparing stores for delivery and performing any other store duties.
- (7) "Part-Time Employee" means an employee engaged on a weekly contract of service for less ordinary hours per week or fortnight than those prescribed by Clause 6. - Hours of this award.
- (8) "Casual Employee" means an employee engaged for a period of less than one week.
- (9) "Tradesperson Cook" means an employee employed in cooking who possesses recognised qualifications in the trade of cooking.
- (10) "All Purpose Orderly" means an orderly who is regularly required to undertake two or more of the following types of duties in addition to or in substitution for the traditional orderly duties - drive a motor vehicle, perform minor maintenance tasks, perform gardening duties or provide basic nursing care.
- (11) "Accrued Day(s) Off" means the paid day(s) off accruing to an employee resulting from an entitlement to the 38 hour week as prescribed in Clause 6. - Hours of this award.
- (12) "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch.
- (13) "Commission" means the Western Australian Industrial Relations Commission.
- (14) "Senior Food Service Attendant" means an employee who is responsible for the reconstituting of frozen food and/or the reheating of chilled food, and the supervision of other food services, staff and other duties associated with a hospital pantry and/or kitchen.
- (15) "Transport Officer" means an hospital employee who possesses a "B" class drivers licence and who has successfully completed the Royal Perth Hospital Based Transport Officer Training Course or its

equivalent and who is required to transport dependent and/or ill patients without the assistance of a clinical escort, for the majority of his/her time on duty.

- (16) "Foul Linen" in this award, means linen which has become soiled through contact with blood, excreta or other offensive or foul bodily substances.

6. - HOURS

- (1) The ordinary working hours shall be an average of 38 hours per week over any five days of the week, worked over any one of the following cycles:
- (a) A four week cycle of 19 days of eight hours each with 0.4 of one hour each day worked accruing as an entitlement to take the 20th days in each cycle as a day off and paid for as though worked.
 - (b) Actual hours of 76 hours over nine days per fortnight with the tenth day to be taken as an unpaid rostered day off.
 - (c) Actual hours of 40 per week or 80 per fortnight with two hours of each week's work accruing as an entitlement to a maximum of 12 days off in each 12 months period.
- For the purposes of paragraph (c) the accrued days off shall be taken in a minimum period of one week made up of five consecutive accrued days off in conjunction with a period of annual leave or at a time mutually acceptable to the employer and the employee.
- Notwithstanding the provisions of paragraph (c) where an employer and employee mutually agree accrued days off may be taken in single day absences.
- (2) In addition to subclause (1) by agreement between the employer and the Union a work cycle of 38 hours per week or 76 hours per fortnight or any other method agreed may be worked.
- (3) Any change in rostering arrangements will be designed to improve productivity, efficiency and cost effectiveness in the workplace.
- (a) Any proposed roster variations for each site or subsite shall be explained to the employees concerned and to the Union who will consider them.
 - (b) The affected parties (i.e. site management and employees) will then consult with each other with a view to agreeing to the proposed roster.
 - (c) Where agreement cannot be reached, the issues will be referred to the Western Australian Industrial Relations Commission for conciliation and, if necessary, arbitration.
- (4) An employer and employee may by agreement substitute the accrued day off the employee is to take off for another day in which case the accrued day off shall become an ordinary working day.
- (5) Subject to the provisions of this clause where practicable, the ordinary hours of work shall be rostered over not more than six consecutive days.
- (6) Subject to the provisions of this clause, there shall be no fixed hours of duty in hospitals where the daily average of occupied beds does not exceed four. The daily average of beds occupied shall be calculated on the actual inpatient days only. Outpatients and babies shall not be counted.
- (7) The provisions of this clause apply to a part-time employee in the same proportion as the hours normally worked bear to a full-time employee. In circumstances where less than 16 hours per week are worked an employer may pay an employee for all hours actually worked at an hourly rate based on a 38 hour week in lieu of accrual of accrued days off.

- (8) Any dispute between an employer and the Union concerning the operation of this clause shall be referred to the Western Australian Industrial Relations Commission.

7. - SPREAD OF SHIFTS

- (1) Subject to the provisions of subclauses (2) and (3) hereof the spread of shifts shall mean the total period of time which elapses from the time the employee signs on duty at the commencement of the shift and the time the employee signs off duty at the completion of the shift.
- (2) The spread of shift shall not exceed ten hours provided that a spread in excess of ten hours, but not exceeding 11.5 hours may be worked where the shorter spread cannot be worked without additional staff and/or expense.
- (3) No more than three breaks shall be allowed in any one shift, including meal breaks, provided that the maximum period worked between breaks in the shift shall be five hours. This provision shall not apply to night shift employees who shall work a shift of eight hours straight.

8. - ROSTERS

- (1) The ordinary hours of duty prescribed in Clause 6. - Hours of this award shall be set out in a roster which shall be posted in a convenient place where it can be readily seen by the employees concerned.
- (2) The roster shall set out the time each employee starts and finishes each shift, and also each break in the shift together with the days each employee is rostered off duty.
- (3) Except as provided in subclause (7) hereof meal breaks shall be for a period of at least thirty minutes, but not greater than one hour for each meal.
- (4) Except at the change of roster, no employee shall be rostered for duty until at least ten hours have elapsed from the time his/her previous rostered shift ended.
- (5) Except in the case of a roster for Accrued Days Off which shall be posted at least four weeks before the time it comes into operation, the roster shall be posted at least 48 hours before it comes into operation. Subject to subclause (6) of this clause and notwithstanding the provisions of subclause (4) of this clause the roster may only be altered on account of contingency which the employer could not have reasonably foreseen. Such altered time shall then become the rostered time.
- (6) No alteration shall be made to the roster in accordance with subclause (5) of this clause unless the employee concerned is notified before the conclusion of his/her rostered shift immediately before the changed shift, or on the day before the changed shift commences.
- (7) Where employees are employed on rotating shifts which cover twenty-four hours per day, the night shift shall be rostered on a straight shift of eight hours, which shall include a meal break to be taken in the employer's time; provided that during such meal break the employee shall be on call.
- (8) A roster for Accrued Days Off may allow an employee to take Accrued Days Off before they become due.

9. - NO REDUCTION

Nothing contained herein shall in itself operate so as to detrimentally alter the conditions of employment of any employee employed at Perth Dental Hospital as a result of this Order.

10. - CONTRACT OF SERVICE

- (1) Subject as hereinafter provided no employee shall have his/her services terminated unless he/she has received fourteen days' previous notice of his/her termination or pay for such period in lieu thereof.
- (2) No employee shall, without the consent of the employer, resign without first having given fourteen days' previous notice of his/her intention to do so, and in the absence of such notice, the employer may withhold holiday or other pay up to the amount of fourteen days' wages.
- (3) The employer may at any time without prior notice dismiss an employee for refusal or neglect to obey orders or for misconduct, and such employee shall be entitled to a written statement as to the reason for the dismissal within 14 days of the said employer having received a written request for such a statement. In such a case, wages shall be paid up to the time of dismissal.
- (4) The employer shall be under no obligation to pay for any day not worked upon which the employee is required to present him/herself for duty, except where such absence from work is due to illness and comes within the provisions of Clause 23. - Sick Leave, or such absence is on account of holidays to which the employee is entitled under the provisions of this award.
- (5) The preceding provisions of this clause shall not apply to casual employees. One day's notice shall be sufficient to terminate the services of a casual employee, except where such an employee is dismissed for misconduct.
- (6) An employer may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training, including work which is incidental or peripheral to the employee's main tasks or functions.

11. - DISPUTES SETTLEMENT PROCEDURES

(1) PREAMBLE

Subject to the provisions of the Industrial Relations Act 1985 (as amended) any grievance, complaint or dispute, or any matter raised by the Union or a respondent employer and his/her employees, shall be settled in accordance with the procedures set out herein.

The parties agree that no bans, stoppages or limitations will be imposed prior to, or during the time this procedure is being followed.

(2) PROCEDURE

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed:

- (a) The employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within 48 hours, refer the matter to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly.
- (b) The senior officer shall, if able, answer the matter raised within five days of it being referred and if the senior officer is not so able, refer the matter to the employer for his/her attention, and the employee(s) shall be advised accordingly.
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) above the employee(s) or the shop steward shall notify the Union Secretary (W.A. Branch) or nominee, to enable the opportunity of discussing the matter with the employer.
 - (ii) The employer shall, as soon as practicable after considering the matter before it, advise the employee(s) or, where necessary the Union of its decision. Provided that such advice shall be given within 21 days of the matter being referred to the employer.

- (d) Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the period specified in paragraphs 2(a), (2)(b) or Subparagraph (2)(c)(ii).

(3) DISCIPLINARY PROCEDURE

Where the employer seeks to discipline an employee or terminate an employee the following steps shall be observed:

- (a)
 - (i) In the event that an employee commits a misdemeanour, the employee's immediate supervisory or any other officer so authorised, may exercise the employer's right to reprimand the employee so that the employee understands the nature and implications of his/her conduct.
 - (ii) The first two reprimands shall take the form of warnings and, if given verbally, shall be confirmed in writing as soon as practicable after the giving of the reprimand.
 - (iii) Should it be necessary, for any reason, to reprimand an employee three times in a period not exceeding twelve months continuous service, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with the provisions of this award.
 - (iv) The above procedure is meant to preserve the rights of the individual employee, but it shall not, in any way, limit the right of the employer to summarily dismiss an employee for misconduct.

(4) ACCESS TO THE INDUSTRIAL RELATIONS COMMISSION

The settlement procedures provided by this clause shall be applied to all manner of disputes referred to in subclause (1) hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.

The status quo (ie. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

(5) PROVISION OF SERVICES

The Union recognise that the Health Department and the teaching hospitals have a statutory and public responsibility to provide health care services without any avoidable interruptions.

The grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by hospital management.

Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the hospitals.

(6) INDUSTRY WIDE ISSUES

In resolving issues of an industry wide nature discussions will commence at the level specified in Subparagraph 2(c)(i) of this clause between the appropriate Union official and the Manager, Industrial Relations, Health Department or his/her nominee.

(7) DEFINITIONS

For the purpose of this procedure:

"employer" means the officer nominated at each work site.

"senior officer" means an officer nominated by management.

"industry wide issues" include issues affecting more than one work site or claims seeking variations to an award.

"work site" means as agreed between the parties.

(8) CLASSIFICATION STRUCTURE IMPLEMENTATION

The parties to this award are committed to implementing a new wage and classification structure.

To allow this to occur in an orderly and efficient manner the parties agree that when the award is varied to insert a new wage and classification structure, the disputes settling procedure clause will be varied to provide a mechanism for dealing with claims by existing employees on the appropriateness of their classification in the new structure.

(9) BREACH OF PROCEDURE

The parties acknowledge that this procedure formed part of the package which justified the payment of the increases available under the Structural Efficiency Principle.

Accordingly, the parties agree that if either party is of the view that the other party is in breach of this procedure, the matter will be referred to the Western Australian Industrial Relations Commission for it to determine:

- (a) whether a breach of the procedure has occurred; and
- (b) subject to (a) above, the appropriateness of the continued provision of the benefits provided under the Structural Efficiency Principle or any other action considered appropriate by the Commission.

12. - ENGAGEMENT

- (1) When an employee is engaged for service in a hospital or place outside a radius of forty kilometres from the General Post Office, Perth, the employee shall be entitled to accommodation and travelling allowance as per Clause 13. - Transfers from the place of engagement to the place of employment, and his/her term of employment shall be deemed to commence as soon as he/she leave his/her place of engagement.
- (2) When an employee is engaged for service in a hospital or place outside a radius of forty kilometres from the General Post Office, Perth, the employer may pay the fare from the place of engagement to the place of employment: Provided if such employee resigns other than for a reason which in the opinion of the employer is a good and sufficient reason or is dismissed for misconduct before the completion of three months' service she shall refund to the employer the cost of the fare from his/her place of engagement to the place of employment.
- (3) If an employee is dismissed before the period for which he/she was engaged has expired, or if none is stipulated, then before the period of six months from the date of his/her appointment, except in the case of dismissal for misconduct, he/she shall be entitled to accommodation and travelling allowance as prescribed in subclause (1) of this clause, to his/her place of engagement should he/she desire to return there.

Provided that if he/she was originally engaged in Perth and has been employed continuously at more than one public hospital without returning to Perth, then he/she shall be entitled to accommodation and travelling allowance to Perth, should he/she desire to return there.

And also provided that should an employee elect to return to his/her place of engagement or to Perth by any other conveyance than by train, he/she shall be entitled, upon production of receipts, to actual transport expenses incurred; but such transport expenses shall not exceed the amount of a rail, boat, and/or coach fare from the place of his/her last employment to the place of his/her engagement or to Perth, as the case may be.

- (4) Any employee whose duties require him/her to travel shall be entitled to travelling accommodation at the expense of his/her employer.
- (5) If an employee who is engaged for duty in a hospital or place outside a radius of forty kilometres from the General Post Office, Perth, remains for twelve months in the service of the employer who engages him, he/she shall be entitled to return fare and travelling allowance as mentioned in subclause (3) when he/she leaves his/her employment.
- (6) Except in the case of dismissal for misconduct, a casual employee shall receive return fare and travelling allowance irrespective of his/her period of employment.

13. - TRANSFER

- (1) An employee who is transferred from one place to another shall be entitled to travelling accommodation between the places of transfer and to full payment of wages during the time of leaving duty and taking up his/her new duties.
- (2)
 - (a) In addition, the employee shall be allowed the actual cost of any meal purchased. Meal times shall be 8 a.m., 1 p.m. and 6 p.m., 15 cents for each morning and afternoon tea shall be allowed when travelling at 11 a.m. and 4 p.m. Reasonable portage shall be allowed. Claims for taxi fares must be supported by receipts for the fares claimed.
 - (b) No such meal allowance as mentioned shall be made for journeys completed between the ordinary meal times. Where practicable, at least fourteen days' previous written notice shall be given to an employee requiring to transfer from one hospital to another.

14. - ACCOMMODATION

- (1) Resident employees shall be provided with suitable healthy accommodation. The union secretary or his/her nominee shall be permitted to inspect the accommodation at all reasonable times and in the event of a dispute arising with respect to the suitability of the accommodation it shall be referred to the Board of Reference for decision: Provided that whether any employee lives in shall be a matter which shall be left to the decision of the employer: provided further, that where an employee desired to live out permission to do so shall not be withheld without reason.

A sitting room suitably furnished and sufficiently large to accommodate the resident employees shall be provided for their common use: Provided that this shall apply only where there are four or more employees employed and living in.

Laundry facilities shall be available to all resident employees for the laundering of private clothes.

- (2) Suitable dressing rooms with adequate washing facilities shall be provided for all non-resident employees.

15. - OVERTIME

- (1) Overtime shall mean all time worked beyond or in excess of the ordinary rostered hours of duty prescribed in Clause 6. - Hours or Clause 35. - Part-Time Employees of this award on any day the employee is rostered on duty, and except as hereinafter provided shall be paid for at the rate of time and one half for the first two hours and double time thereafter. Such rates shall be calculated on a

employee's hourly award rates and shall be paid in addition to the weekend or shift rates as the case may be.

Provided that in the case of overtime worked on a public holiday the time worked, shall be paid for at the rate of time and one half in addition to the employee's ordinary hourly award rate.

- (2) In lieu of payment for overtime, and by agreement between the employees and the employer, time off equivalent to the time worked may be granted when overtime is occasioned through the failure of another employee to report for duty, except where a full additional shift is required when overtime rate shall apply.
- (3) All work performed by rostered employees on any day on which they are rostered off duty or days worked in excess of those provided in Clause 6. - Hours or Clause 35. - Part-Time Employees shall be paid for at the rate of double time, except where such day is a public holiday when double time, and one half shall be paid.
- (4) Where an employee is required to work overtime and such overtime is worked for a period of at least two hours in excess of the required daily hours of work, the employee shall be provided with a meal free of cost, or shall be paid the sum of \$8.30 as meal money.
- (5) An employee who has completed his/her usual hours of duty and has left the job and who is recalled to work after the usual ceasing time, shall be paid a minimum of three hours at overtime rates.
- (6)
 - (a) Overtime rates prescribed by this clause shall not apply until after eight hours have been worked on each day or in the case of part-time employees until after the ordinary rostered hours worked on that day.
 - (b) Provided that where the agreed length of shift is extended past eight hours per day in accordance with subclause (1) of Clause 6. - Hours of this Award, overtime shall be payable for time worked in excess of the rostered shift.

16. - SHIFT WORK

- (1) Subject to subclause (2) of this clause, a loading of \$2.20 per hour or pro rata for part thereof shall be paid for time worked on afternoon or night shift as defined hereunder:
- (2) A loading of \$3.32 per hour or pro rata for part thereof shall be paid for time worked on permanent afternoon or night shift.
- (3) Clause (16)(1)(a) of this clause does not apply to an employee who on any day commences his/her ordinary hours of work at or after 12 noon and completes those hours at or before 6.00pm on that day. Provided that employees in receipt of shift allowance shall not have that allowance decreased by the operation of this subclause.
- (4) For purposes of subclause (2) of this clause an employee shall be deemed to have been working permanent afternoon or night shift where such employee works that shift as part of a non-rotating roster.
- (5) Junior workers shall be paid a percentage of the loadings prescribed in subclauses (1) and (2) of this clause. The percentage will be as prescribed in subclause (2) of Clause 39. - Wages for Junior Hospital Employees.

17. - WEEKEND WORK

- (1) In addition to the ordinary rate of wage prescribed by this award an employee shall be paid a loading of \$8.90 per hour or pro rata for part thereof for ordinary hours worked between midnight on Friday and midnight on Saturday.

- (2) In addition to the ordinary rate of wage prescribed by this award an employee shall be paid a loading of \$17.75 per hour or pro rata for part thereof for ordinary hours worked between midnight on Saturday and midnight on Sunday.
- (3) Junior workers shall be paid a percentage of the loadings prescribed in subclauses (1) and (2) of this clause. The percentage will be as prescribed in subclause (2) of Clause 39. - Wages for Junior Hospital Employees.
- (4) The rates prescribed herein shall be in substitution for and not cumulative on the rates prescribed in Clause 16. - Shift Work of this award.

18. - CONDITIONS AND ALLOWANCES

The provisions of the Miscellaneous Government Conditions and Allowances Award No. A 4 of 1992 shall apply mutatis mutandis to all employees covered by this Award.

19. - ALLOWANCES AND SPECIAL PROVISIONS

In addition to the rates prescribed in Clause 39. - Wages of this award, the following allowances shall be paid:

- (1)
 - (a) Employees handling foul linen in the course of their duties shall be paid 99 cents per hour or any part thereof, to a maximum of \$3.00 per day.
 - (b) Employees handling materials such as carpet tiles, curtains, sealed bags or fabrics, which have become soiled in the same manner as foul linen as defined in Clause 5. - Definitions, shall be paid an allowance according to subclause (1)(a) of this clause.
- (2) Orderlies employed on boiler firing duties - \$2.08 per day.
- (3) Orderlies required to handle a cadaver - \$1.73 per hour with a minimum payment of one hour.
- (4) Orderlies - Sir Charles Gairdner Hospital, sterilising sputum mugs - \$2.08 per day.
- (5)
 - (a) A storeman required to operate a ride-on power operated tow motor, a ride-on power operated pallet truck or a walk-beside power operated high lift stacker in the performance of his/her duties shall be paid an additional 44 cents per hour whilst so engaged.
 - (b) A storeman required to operate a ride-on power operated fork lift, high lift stacker or high lift stock picker or a power operated overhead traversing hoist in the performance of his/her duties shall be paid an additional 58 cents per hour whilst so engaged.
- (6) A Food Service Attendant who is required to reconstitute frozen food and/or reheat chilled food, in addition to or in substitution of their normal duties, shall be paid an allowance of 71 cents per hour or part thereof whilst so engaged.

20. - HIGHER DUTIES ALLOWANCE

- (1) An employee who performs duties which carry a higher minimum rate than that which such employee usually performs shall be entitled to the higher minimum rate while so employed.
- (2) Where such employee is engaged in the higher grade of work for more than two hours on any day or shift, the employee shall be paid the higher rate for the whole day or shift.
- (3) An All Purpose Orderly who drives in excess of 15 hours per week shall be entitled to higher duties payment for such hours in excess of 15 hours per week.

- (4) Notwithstanding the provisions of this clause payment for higher duties shall not apply to an employee required to act in another position whilst the permanent employee is on a single Accrued Day Off as prescribed by subclause (2) of Clause 6. - Hours of this award.

21. - PUBLIC HOLIDAYS

- (1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.
- (2) (a) Where any of the days mentioned in subclause (1) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday.
- (b) When any of the days observed as a holiday in this clause falls during a period of annual leave the holiday or holidays shall be observed on the next succeeding work day or days as the case may be after completion of that annual leave.
- (c) When any of the days observed as a holiday as prescribed in this clause falls on a day when a rostered employee is rostered off duty and the employee has not been required to work on that day he/she shall be paid as if the day was an ordinary working day or if the employer agrees be allowed to take a day's holiday in lieu of the holiday at the time mutually acceptable to the employer and the employee.
- (d) When any of the days observed as a holiday prescribed in this clause falls on a day when an employee is on an Accrued Day Off the employee shall be allowed to take a day's holiday in lieu of the holiday on a day immediately following the employee's annual leave or at a time mutually acceptable to the employer and the employee.
- (3) Any employee who is required to work on a day observed as a public holiday shall be paid a loading of \$26.75 per hour or pro rata for part thereof in addition to his/her ordinary rate of wage or if the employer agrees be paid a loading of \$8.90 per hour or pro rata for part thereof in addition to his/her ordinary rate of wage and be entitled to observe the holiday on a day mutually acceptable to the employer and employee.
- (4) Junior workers shall be paid a percentage of the loadings prescribed in subclause (3) of this clause. The percentage will be as prescribed in subclause (2) of Clause 39. - Wages for Junior Hospital Employees.
- (5) The additional payments, prescribed in subclauses (2)(c), (3) and (4) of this clause shall be in substitution for any additional payment for work done on any afternoon and/or night shift.
- (6) This clause shall not apply to casual employees or employees employed by the Director of Mental Health services at Graylands or Selby Lodge/Lemnos Hospitals other than gardening staff.
- (7) An employee whilst on a public holiday prescribed by this clause shall continue to accrue an entitlement to an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this award.
- (8) Where -
- (a) A day is proclaimed as a public holiday or as a public half-holiday under Section 7 of the Public and Bank Holidays Act, 1972; and
- (b) that proclamation does not apply throughout the State or to the metropolitan area of the State,

that day shall be a whole holiday or, as the case may be, a half-holiday for the purposes of this award within the district or locality specified in the proclamation.

22. - PUBLIC HOLIDAYS - GRAYLANDS AND SELBY LODGE/LEMNOS HOSPITALS

- (1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.
- (2) Where any of the days mentioned in subclause (1) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday.
- (3)
 - (a) When any of the days observed as a holiday as prescribed in this clause, falls during a period of annual leave, the holiday or holidays shall be taken on a day mutually acceptable to the employer and the employee, subject to the provisions of paragraph (a) of subclause (7) of this clause.
 - (b) When any of the days observed as a holiday as prescribed in this clause falls on a day when a rostered employee is rostered off duty and the employee has not been required to work on that day, he/she shall be allowed to take a day's holiday at a time mutually acceptable to the employer and the employee.
 - (c) Any employee who is required to work on the day observed as a holiday as prescribed in this clause in his/her normal hours work or ordinary hours in the case of a rostered employee shall be paid a loading of \$8.90 per hour or pro rata for part thereof and be entitled to observe the holiday on a day mutually acceptable to the employer and the employee.

Provided that in any specified 12 monthly period, after an employee has accumulated five days in lieu of public holidays, by agreement between the employee and the employer, the employee may be paid for work performed on a day observed as a holiday as prescribed in this clause a loading of \$26.75 per hour or pro rata for part thereof in addition to his/her ordinary rate of wage in lieu of the foregoing provisions of this subclause.
 - (d) When any of the days observed as a holiday prescribed in this clause fall on a day when an employee is on an accrued day off the employee shall be allowed to take a day's holiday in lieu of the holiday on a day immediately following the employee's annual leave or at a time mutually acceptable to the employer and the employee.
 - (e) Junior workers shall be paid a percentage of the loadings prescribed in subclause (3)(c) of this clause. The percentage will be as prescribed in subclause (2) of Clause 39. - Wages for Junior Hospital Employees.
- (4) When an employee is absent on leave without pay, sick leave without pay or workers' compensation, any day observed as a holiday on a day falling during such absence shall not be treated as a paid holiday. Where the employee is on duty or available on the whole of the working day immediately preceding a holiday, or resumes duty or is available on the whole of the working day immediately following a day observed as a holiday as prescribed by this clause the employee shall be entitled to be paid for such holiday.
- (5) The additional payments, prescribed in subclause (3) of this clause shall be in substitution for any additional payment for work done on any afternoon and/or night shift.
- (6) This clause shall not apply to casual employees.
- (7)
 - (a) In any period of twelve months, the first five holidays which are to be taken on a day mutually acceptable to the employer and the employee as prescribed by subclause (3) shall be taken at

the conclusion of the next period of annual leave. Such time shall be deemed to be mutually acceptable to the employer and the employee.

The remainder of any holidays which are to be taken on a day mutually acceptable to the employer and the employee as prescribed by subclause (3) shall be taken within twelve months of the holiday becoming due. If such days are not taken within the twelve months they shall be paid for at the ordinary rate of wage applicable at the date twelve months after becoming due.

- (8) This clause applies only to employees employed by the Director of Mental Health Services at Graylands and Selby Lodge/Lemnos Hospitals, excluding gardening staff.
- (9) An employee whilst on a public holiday prescribed by this clause shall continue to accrue an entitlement to an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this award.

23. - SICK LEAVE

- (1)
 - (a) An employee shall be entitled to payment for non-attendance on the ground of personal ill-health or injury for one-sixth of a week's pay for each completed month of service,
 - (b) Payment hereunder may be adjusted at the end of each accruing year or at the time the employee leaves the service of the employer, in the event of the employee being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.
- (2) The unused portion of the entitlement prescribed in paragraph (a) hereof in any accruing year shall be allowed to accumulate and may be availed of in the next or any succeeding year.
- (3) In order to acquire entitlement to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of his/her inability to attend for work, the nature of his/her illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.
- (4) No employee shall be entitled to the benefit of this clause unless he/she produces proof to the satisfaction of the employer or his/her representative of such sickness provided that the employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.
- (5)
 - (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill-health or injury during the time when he/she is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.
 - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his/her place of residence or in hospital as a result of his/her personal ill-health or injury for a period of seven consecutive days or more and he/she produces a certificate from a registered medical practitioner that he/she was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if he/she is unable to attend for work on the working day next following his/her annual leave.
 - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time he/she proceeded on annual leave and shall not be made with respect to fractions of a day.
 - (d) Where paid sick leave has been granted by the employer in accordance with paragraph (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is

hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid in accordance with the provisions of Clause 25. - Annual Leave.

- (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 25. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation and Assistance Act, 1981 nor to employees whose illness or injury is the result of the employee's own misconduct.
- (7) The provisions of this clause do not apply to casual employees.
- (8) A rostered employee, proceeding on sick leave, shall be paid the shift and weekend penalties he/she would have received had he/she not proceeded on sick leave.
- (9)
 - (a) An employee shall be paid the wages he/she would have received had he/she not proceeded on sick leave and shall have the accrued entitlement to paid sick leave reduced by the time the employee is absent from work on account of paid sick leave.
 - (b) An employee shall not be entitled to claim payment for non-attendance on the ground of personal ill-health or injury nor will the employee's sick leave entitlements be reduced if such personal ill-health or injury occurs on a day when an employee is absent on an Accrued Day Off in accordance with the provisions of subclauses (1) and (2) of Clause 6. - Hours of this award.
- (10) An employee whilst on paid sick leave shall continue to accrue an entitlement to an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this award.
- (11) Any sick leave entitlements accumulated as at January 1, 1985 shall be adjusted in hours in the ratio of 38 to 40.

24. - DELETED

25. - ANNUAL LEAVE

- (1) Except as hereinafter provided, a period of four consecutive weeks' leave shall be allowed to an employee by his/her employer after each period of 12 months' continuous service with such employer: Provided that orderlies and wardsmen at Selby Lodge/Lemnos and Graylands shall be allowed five weeks' leave in lieu of the four weeks' leave prescribed herein.
- (2) Prior to commencing any period of annual leave each employee shall be paid for that period of leave as follows:
 - (a) Where an employee has worked less than the full time hours per week specified in Clause 6. - Hours of this award over the accrual period for which annual leave is being taken, the hours for which payment is made shall be calculated on an average of the number of hours worked per week during the accrual period;
 - (b) at the rate of wage the employee would have received had he/she not proceeded on leave including any shift and weekend penalties, provided that:
 - (i) where an employee, for the greater portion of the calendar month prior to taking annual leave, performs duties in a classification which, for the same year of employment, carries a higher rate than that which the employee usually performs, the

rate of wage payable to that higher classification shall be deemed to be the rate of wage the employee would have received had he/she not proceeded on leave.

- (ii) where it is not possible to calculate the shift and weekend penalties the employee would have received, the employee shall be paid at the rate of the average of such payments made each week over the four weeks prior to taking the leave.
- (c)
 - (i) In addition to the rates prescribed in paragraph (b) of this subclause, an employee shall be paid, where his/her weekly entitlement under paragraph (b) of this subclause is less than 18.75 percent in addition to his weekly rate of pay prescribed by Clause 39. - Wages of this award, a loading which will produce an amount equal to 18.75 percent in addition to the rate of wage prescribed in Clause 39. - Wages of this award.
 - (ii) Employees of Perth Dental Hospital shall be paid, in addition to his/her weekly rate of pay prescribed by Clause 39. - Wages of this award, a loading of 17.5 per cent.
 - (iii) Provided that the maximum loading payable for each week of leave shall not exceed one-quarter of the amount set out in the Australian Bureau of Statistics publication 'average weekly earnings per male employed unit', in Western Australia for the September quarter immediately preceding the date the leave became due, provided further that the limitation will not affect an employee's entitlement to any payments by way of shift or weekend penalties under this subclause.
 - (iv) Provided that the loading prescribed by this subclause shall not apply to pro rata annual leave on termination.
- (3) Subject as hereinafter provided:
 - (a) If after one month's continuous service in any qualifying 12 monthly period an employee lawfully terminates his/her service or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.92 hours' pay at the rate prescribed in subclause (2) hereof, in respect of each completed week of continuous service in that qualifying period.
 - (b) Orderlies and Wardsmaids at Lemnos and Swanbourne-Graylands and employees provided for in subclause (6) of this clause shall be paid 3.65 hours' pay at the rate prescribed in subclause (2) hereof in respect of each completed week of service in lieu of 2.92 hours' pay prescribed in paragraph (a) of this subclause.
 - (c) If the services of an employee terminate and the employee has taken a period of leave in accordance with subclause (4) of this clause and if the period of leave so taken exceeds that which would become due pursuant to paragraph (a) or (b) of this subclause, the employee shall be liable to pay the amount representing the difference between the amount received by him/her for the period of leave taken in accordance with subclause (4) of this clause and the amount which would have accrued in accordance with paragraphs (a) or (b) of this subclause. The employer may deduct this amount from moneys due to the employee by reason of the other provisions of this award at the time of termination.
 - (d) In addition to any payment to which he/she may be entitled under this subclause, an employee whose employment terminates after he/she has completed a 12 monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave unless he/she has been justifiably dismissed for misconduct and the misconduct for which he/she has been dismissed occurred prior to the completion of that qualifying period.
- (4) An employee may, with the approval of the employer, be allowed to take the annual leave prescribed by this clause before the completion of twelve months' continuous service as prescribed by subclause (1) of this clause.

- (5)
 - (a) The annual leave prescribed in this clause may be taken in two portions, if so requested by the employee, provided that no portion shall be less than two consecutive weeks.
 - (b) By mutual agreement between the employer and the employee, the annual leave may be further split on one additional occasion, provided that no portion shall be less than one week.
 - (c) When an employee requests that his/her annual leave be split into two or three portions the employer shall make every reasonable endeavour to accommodate the wishes of the employee.
- (6) Shift employees (i.e., employees who rotate afternoon and/or night shift with day shift as defined in Clause 16. - Shift Work) shall be granted an additional week's leave, except in the case of orderlies and wardmaids at Lemnos and Swanbourne-Graylands: Provided that for employees whose shifts are not subject to regular rotation one working day additional leave (with a maximum of five working days) for each seven weeks actually worked on afternoon and/or night shift shall be granted; provided further that employees who have completed thirty one weeks on afternoon and/or night shift shall be granted the additional week.
- (7) When computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period an employee is on annual leave, long service leave, observing a public holiday prescribed by this award, absent through sickness with or without pay except for that portion of an absence that exceeds three months or absent on workers' compensation except for that portion of an absence that exceeds six months in any year.
- (8) Before going on annual leave each employee shall be given at least four weeks' notice of the date such leave is to commence.
- (9) The provisions of this clause shall not apply to casual employees.
- (10) When an employee proceeds on the four weeks' annual leave prescribed by subclause (1) of this clause there will be no accrual towards an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this award. Accrual towards an Accrued Day Off shall continue during any other period of annual leave prescribed by this clause.
- (11) Any annual leave entitlement accumulated as at January 1, 1985 shall be adjusted in hours in the ratio of 38 to 40.

26. - DELETED

27. - LONG SERVICE LEAVE

- (1) The conditions contained in the document Long Service Leave Conditions - State Government Wages Employees as consolidated by the Public Service Board in June, 1980 and amended in November, 1983 shall apply to employees covered by this award with the exception that on and from the 1st day of January, 1979 long service leave for the second and subsequent period of service shall accrue at the rate of 13 weeks' leave for seven years of continuous service.
- (2) Any qualifying service prior to 1st January, 1979 for the second period of long service leave, shall be calculated on a ten year qualifying period basis but all qualifying service after 1st January, 1979 shall be calculated on a seven year qualifying period basis.
- (3) When an employee proceeds on long service leave there will be no accrual towards an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this award.
- (4) Any long service leave accumulated as at January 1, 1985 shall be adjusted in hours in the ratio of 38 to 40.

28. - UNIFORMS

- (1) The employer shall provide, free of charge, the following number and type of uniforms to each employee:
 - (a) Female Staff:
 - 6 dresses
 - 2 cardigans.
 - (b) Male Staff:
 - 2 jackets
 - 6 pairs of trousers or shorts
 - 6 short or long sleeved shirts.
- (2) At all times the uniforms issued to the employee shall remain the property of the employer.
- (3) No staff member will be required to wear stockings.
- (4) Any decision as to whether trousers or shorts may be worn shall rest with the employer.
- (5) All staff must wear a suitable enclosed shoe, however the employer may not specify colour or brand.
- (6) The standard uniform issue may be varied by agreement between the employer and the Union where a hospital has the need for particular items of clothing to be worn. Each employee shall have a sufficient number of uniforms to ensure a clean uniform daily.
- (7) In addition the following item shall be supplied as hereunder:
 - (a) Mental Health Services Hospitals:
 - Male Staff:
 - Gardener: One oilskin coat every two years.
 - Stewards and Cooks: Aprons as required.
 - Orderlies (Lemnos and Swanbourne/Graylands Hospitals): Waterproof coats shall be provided to orderlies compelled to work in the rain. Aprons as required.
 - (b) Swanbourne/Graylands Hospital:
 - (i) Hygiene Orderlies and Handymen: Two sets of overalls every 12 months.
 - (ii) Female Staff:
 - Housekeepers: Six aprons every 16 months.
 - Laundress: One sun hat, six aprons every 16 months. (Waterproof cloaks and boots to be provided for laundry use when required in connection with laundry work).
 - Housemaids: Six aprons every 16 months.
- (8) General:
 - (a) Suitable clothing shall be provided for all men on "dirty" work.

- (b) Boots and waterproof aprons shall be available for kitchenmen, laundrymen, and wash-house women where such are necessary as protection against wetness.
- (c) At any hospital where staff are required to work in the rain they shall be provided with waterproof coats.
- (d) All washable clothing forming part of the uniforms supplied by the employer shall be laundered free of cost to the employee. Provided that in lieu of such free laundering the employer may pay the employee \$1.65 per week to partly cover the cost of same.
- (e) Laundering of jackets and cardigans issued as part of the uniform shall be the responsibility of the employee. No laundry allowance will be paid for this work.
- (f) By agreement between an employer and an employee and where a hospital is situated North of 26 degrees South latitude jackets and cardigans need not be supplied.

29. - PROTECTIVE EQUIPMENT

- (1) Rubber gloves, gowns, masks and ready supply of suitable disinfectant or antiseptic shall be available to all workers who handle infectious cases or patients suspected to be suffering from any infectious disease, or who handle soiled or infectious linen.
- (2) Goggles and respirators shall be supplied to fuel truck drivers and shall be maintained at all times in an efficient condition.
- (3) Respirators shall be provided for workers required to use dangerous fly or other sprays.
- (4) Suitable gloves shall be provided for workers feeding firewood over three foot lengths into a boiler.
- (5) Where any of the above protective equipment is available the worker shall use the equipment for the purpose for which it is intended.

30. - PROVISION OF FIRST AID APPLIANCES

A properly equipped first aid kit shall be provided where medical or nursing attention is not readily available.

31. - SUPPLY OF STORES

Stores at contract rates shall be supplied on the conditions to be approved by the officer-in-charge of the institution to married men employed at Whitby whose families are resident in the district. Such contract rates shall include an amount of defray handling, freight and clerical charges associated therewith.

32. - EMERGENCIES

In any approved hospital under the Mental Health Act, 1962-1965, the Director and the Physician Superintendent or his deputy, may in his discretion take such measures as may in his opinion be necessary for the protection, safety or welfare of the patients, the staff or the hospital, and all instructions issued in pursuance of such special measures shall be promptly and faithfully carried out by all members of the staff to whom such instruction may be issued and this shall be done without regard to whether or not such instructions may be in accordance with this award.

33. - BOARD OF REFERENCE

- (1) The Commission hereby appoints for the purposes of this award, a Board of Reference consisting of a Chairman and two other members who shall be appointed pursuant to Regulation 59 of the Industrial Arbitration Act, (Western Australian Industrial Commission) Regulations, 1971.
- (2) The Board of Reference is hereby assigned the function of determining any dispute between the parties in relation to any matter which under this award may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

34. - APPRENTICES

- (1) Subject to the provisions of this clause the Apprenticeship regulations, 1972, (hereinafter referred to as "the Apprenticeship Regulations") are incorporated in and form part of this award.
- (2) Apprentices may be taken to the trade of cooking.
- (3) Apprentices may be taken in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) journeyman and shall not be taken in excess of the ratio unless:
 - (a) the union concerned so agree; or
 - (b) the Commission so determines after receiving a report from the appropriate Apprenticeship Advisory Board; or
 - (c) the Commission so determines pursuant to regulation 39 of the Apprenticeship Regulations.
- (4) Except as hereinafter provided every agreement of apprenticeship shall be for a period of four years unless, with the approval of the Commission, that period is reduced or deemed to have been commenced prior to the date of the agreement, provided that:
 - (a) Where the apprentice has completed the eleventh year of schooling and has obtained the High School Certificate or Junior Certificate of the Public Examination Board or the Achievement Certificate from the Board of Secondary Education in such subjects as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, he may be allowed a credit to reduce the period to three and a half years; and
 - (b) Where the apprentice has completed the twelfth year of schooling and has obtained the High School Certificate or Leaving Certificate of the Public Examinations Board in such subjects as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, he may be allowed a credit to reduce the period to three years;
 - (c) Apprentices registered on either four or three and a half year terms may on satisfactorily completing their certificate of Trade Studies apply to the appropriate Apprenticeship Advisory Board for a reduction in their term of Apprenticeship. The maximum reduction allowable shall be -
 - (i) twelve months in the case of apprentices registered on four year terms;
 - (ii) six months in the case of apprentices registered on three and a half year terms.In no case shall reductions exceed the balance of term to be served.
- (5) Where classes are provided by the Technical Education Division of the Education Department in the locality in which the apprentice is employed, the hours of attendance at such classes shall be:-
 - (a) eight hours per week for three school years.
- (6) Apprentices Wages: the weekly rate shall be a percentage of the Tradesman's Rate as under -

	Percentage of Tradesman's Weekly Rate
(a) Four year Term -	%
First year	42
Second year	55
Third year	75
Fourth year	88
(b) Three and a Half year Term -	%
First six months	42
Next year	55
Next following year	75
Final year	88
(c) Three year Term -	%
First year	55
Second year	75
Third year	88

- (d) For the purposes of this part "Tradesman's Rate" means the rate of wage payable to a tradesman cook as provided in clause (39) of this award.

35. - PART-TIME EMPLOYEES

- (1) Notwithstanding anything contained in this award, employees may be regularly employed to work less hours per week than are prescribed in Clause 6. - Hours hereof, and such employees shall be remunerated at a weekly rate pro rata to the rate prescribed for the class of work on which they are engaged, in the proportion which their hours of work bear to the hours fixed by Clause 6. - Hours hereof for their class of work.

- (2) Any dispute as to whether a part-time position is necessary shall be referred to a Board of Reference.
- (3) Where the employer wishes to increase the ordinary hours worked by a part time employee in any roster period and the part time employee so agrees with one days clear notice provided, the increased hours shall be deemed to be the ordinary hours for that roster period.

36. - UNDER-RATE EMPLOYEES

- (1) Any employee who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.
- (2) In the event of no agreement being arrived at the matter may be referred to the Board of Reference for determination.
- (3) After application has been made to the Board, and pending the Board's decision, the employee shall be entitled to work for and be employed at the proposed lesser rate.

37. - BOARD AND LODGING

Where the employer elects to provide Board and/or Lodging to workers under the Award the provisions of the Board and Lodging (Public Hospitals) Award No. 16 of 1978 will apply.

38. - DELETED

39. - WAGES

- (1) The minimum weekly rate of wage payable to employees covered by this award shall be the base rate plus the Arbitrated Safety Net Adjustment (ASNA) Payment expressed hereunder:

	Base Rate \$	Arbitrated Safety Net Adjustments \$	Minimum Weekly Rate \$
Hospital Worker Level One			
Carpark Attendant			
Cleaner			
Domestic			
Gardener (Other)			

Food Service Attendant

Kitchen Attendant

Laboratory Attendant (Grade 1)

Laundry Worker

Orderly/Cleaner (Perth Dental Hospital)

Orderly (Other)

1st year of employment	369.50	232.00	601.50
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2nd year of employment	374.10	232.00	606.10
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3rd year of employment and thereafter	378.00	232.00	610.00
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Hospital Worker Level Two

Animal House Attendant (Grade 1)

Cafeteria Assistant (R.P.H.)

Canteen Attendant (P.M.H.)

Dental School Orderly

Dry Cleaner

First Laundry person (Country Hospitals - where more than one employed)

Gardener (only one employed, PDH)

Gardener and Propagator (Sunset)

House Parent (Mt Henry, Bunbury, Albany)

Hygiene Orderly (no driving - RPH)

Machinist (other including any alterations)

Orderly (handling patients)

Senior Gardener (RPH)

Steward (Sunset, Swanbourne/Graylands)

Theatre Assistant (1st year R.P.H.)

Ward Assistant (P.M.H.)

Washing Machine Hands (including Hydros)

1st year of employment	374.60	232.00	606.60
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2nd year of employment	379.60	232.00	611.60
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3rd year of employment and thereafter	383.80	232.00	615.80
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Hospital Worker Level Three

All Purpose Orderly

Call Room Orderly (RPH, PMH. Fremantle and SCGH)

CSSD Assistant (1st year)

CSSD Orderly (RPH 1st year)

Farm Assistant (Whitby Falls, Quo Vadis)

Gardener and Propagator (M.H.S.)

Gardener Herbicides (M.H.S.)

Handyperson

Hydrotherapy Attendant (1st year)

Machinist (who cuts and fits)

Menu Assistants

Shaving Orderly (RPH, Fremantle)

Theatre Assistant (Thereafter - RPH)

Theatre Orderly (1st year RPH, SCGH, Osborne Park Hospital and Bicton Annexe)

Theatre Orderly (Fremantle Hospital, Princess Margaret Hospital, King Edward Memorial Hospital and Perth Dental Hospital)

Call Room Orderly (KEMH)

Birth Suite & Theatre Orderly (KEMH)

1st year of employment	383.40	232.00	615.40
2nd year of employment	388.00	232.00	620.00
3rd year of employment and thereafter	392.00	232.00	624.00

Hospital Worker Level Four

Animal House Attendant (Grade 2)

Cook (other)

CSSD Assistant (Thereafter)

CSSD Orderly (Thereafter - RPH)

Dry Cleaner (Swanbourne, Graylands)

Hydrotherapy Attendant (Thereafter)

Hygiene Orderly (Driving - RPH)

Laboratory Attendant (Grade 2)

Theatre Orderly (Thereafter - RPH, SCGH, Osborne Park and Bicton Annexe)

1st year of employment	388.90	232.00	620.90
2nd year of employment	393.40	232.00	625.40
3rd year of employment and thereafter	397.10	232.00	629.10

Hospital Worker Level Five

Assistant Dining Room Supervisor (RPH)

Cook (only one employed)

Driver (less than 3 tonnes)

Central Linen Room Supervisor (RPH)

Deputy Head Orderly (other hospitals)

Domestic Supervisor (Pyrton)

Head Gardener (Sunset, Manjimup and Narrogin)

Linen Services Supervisor (Fremantle and KEMH)

Linen Room Supervisor (Heathcote and Lemnos)

Linen Supervisor (Perth Dental Hospital)

Programme Assistants Alcohol and Drug Authority

Trainee Food Supervisor (RPH)

Machinist Supervisor (Pyrton)

Machinist Supervising Patients (Mental Health)

Storeperson (Grade 1)

1st year of employment	399.10	232.00	631.10
2nd year of employment	403.90	232.00	635.90
3rd year of employment and thereafter	408.30	232.00	640.30

Hospital Worker Level Six

Bus Driver (less than 25 passengers)

Driver (over 3 tonnes)

Storeperson (Grade 2)

Hairdresser

1st year of employment	403.00	232.00	635.00
2nd year of employment	406.40	232.00	638.40
3rd year of employment and thereafter	409.80	232.00	641.80

Hospital Worker Level Seven

Bus Driver (over 25 Passengers)

Second Cook (other hospitals)

Storeperson (Grade 3)

Transport Officer (RPH)

1st year of employment	411.90	232.00	643.90
2nd year of employment	416.80	234.00	650.80
3rd year of employment and thereafter	421.00	234.00	655.00

Hospital Worker Level Eight

Assistant Supervisor Cleaning

Services (Swanbourne/Graylands)

Cafeteria Supervisor (PMH)

Canteen Supervisor (PMH)

Carpenter (Fremantle, Mental Health)

Cleaning Services Supervisor (KEMH)

Deputy Head Orderly (Major Metropolitan Hospitals)

Head Gardener (Kalgoorlie, Bunbury and Geraldton)

Head Orderly (Perth Dental Hospital)

Horticulturist

Laundry Supervisor (Geraldton)

Laundry Supervisor (PMH)

Pantry Supervisor (KEMH)

Projectionist

1st year of employment	427.70	234.00	661.70
2nd year of employment	434.10	234.00	668.10
3rd year of employment and thereafter	439.80	234.00	673.80

Hospital Worker Level Nine

Assistant Housekeeper (Fremantle)

Bootmaker

Butcher, where appointed as such

Cafeteria Supervisor (RPH)

Cleaning Services Supervisor (Heathcote, Lemnos, Pyrton)

Deputy Head Orderly (SCGH)

Dining Room Supervisor (PMH, KEMH and RPH)

First Butcher

First Cook (other hospitals)

Head Orderly (Mt Henry)

Housekeeper (Country Hospitals - under 20 beds)

Head Gardener (PMH, Fremantle, SCGH and KEMH)

Rehabilitation Assistants (ADA)

Second Cook (RPH, SCGH, Fremantle PMH, KEMH and Graylands)

Senior Food Service Attendant (Hospitals with less than 100 beds)

1st year of employment	445.10	234.00	679.10
2nd year of employment	451.10	234.00	685.10
3rd year of employment and thereafter	457.00	234.00	691.00
Hospital Worker Level Ten			
Assistant Housekeeper (SCGH)			
Cleaning Services Supervisor (Port Hedland)			
Head Orderly (KEMH)			
Housekeeper (Mt Henry and Pyrton)			
Housekeeper (Country Hospitals - 20 beds and over)			
Laundry Supervisor (Narrogin)			
Senior Food Service Attendant (Hospitals with 100 or more beds)			
Tradesperson Cook			
1st year of employment	454.80	234.00	688.80
2nd year of employment	459.10	234.00	693.10
3rd year of employment and thereafter	462.90	232.00	694.90
Hospital Worker Level Eleven			

Chef (other hospitals)

Head Orderly (PMH, Fremantle, Sunset and RPRH)

Housekeeper (Olive Jones Nurses' Home)

Housekeeper (Fremantle Hospital)

Linen Room and Despatch Supervisor
(Swanbourne/Graylands)

Linen Services Supervisor (PMH)

Linen Supervisor (SCGH)

1st year of employment	475.30	232.00	707.30
2nd year of employment	481.50	232.00	713.50
3rd year of employment and thereafter	487.70	232.00	719.70

Hospital Worker Level Twelve

Chef (RPH and MHS)

1st year of employment	491.90	232.00	723.90
2nd year of employment	498.20	232.00	730.20
3rd year of employment and thereafter	504.60	232.00	736.60

Hospital Worker Level Thirteen

Head Orderly (SCGH)

Orderly and Transport Services Co-ordinator

1st year of employment	516.80	230.00	746.80
2nd year of employment	523.30	232.00	755.30
3rd year of employment and thereafter	530.20	232.00	762.20

(2) Junior Hospital Employees:

The minimum rate of wage payable to junior employees shall be the following percentage of the prescribed wage during the first year of employment for an adult employee doing the same class of work.

	%
Under 17 years of age	60
Under 18 years of age	70
Under 19 years of age	80
At 19 years of age	100

The percentages outlined above will also apply for the purpose of calculating the shift penalty loading payable pursuant to clauses 16, 17, 21 and 22 of this award.

(3) Telephonists and receptionists (Graylands). The rates payable from time to time to telephonists in the public service shall apply.

(4) General Conditions:

- (a) Casual employees shall be paid at the rate of 20 percent in addition to the rates herein prescribed.
- (b) Except where this clause specifies classifications which require the employee to be in charge of other employees, any employee who is placed in charge of:
 - (i) not less than three and not more than ten other employees shall be paid \$20.65 per week in addition to the ordinary wage prescribed by this clause;
 - (ii) more than 10 and not more than twenty other employees shall be paid \$30.95 per week in addition to the ordinary wage prescribed by this clause;
 - (iii) more than 20 other employees shall be paid \$41.20 per week in addition to the ordinary wage prescribed by this clause.
- (c) In this clause the term 'year of employment' shall mean year of service with the employing hospital.
- (d) The rates herein prescribed shall be increased by the amount of any percentage increase in wages awarded by the Western Australian Industrial Relations Commission to employees covered by this award.

Where any increase in wages is not a percentage increase, the rates of wage shown in this award as relating to afternoon and night shift, permanent shift or weekend work or public holidays shall be adjusted to reflect the relationship which the additional payment bears to the amount of \$457.65 as at the 1 January, 1990.

- (5) An employee who regularly performs shift or weekend work shall be paid for Accrued Days Off, including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.
- (6) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

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

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

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Any dispute or grievance procedure in this award/industrial agreement shall also apply to any questions, disputes or difficulties which may arise under it.
- (3) With effect from 22 November 1997 the dispute or grievance procedures in this award/industrial agreement is hereby varied to include the requirement that persons involved in the question, dispute or difficulty will confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

SCHEDULE A - PARTIES TO THE AWARD

The following organisation is a party to this award:

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

SCHEDULE B - RESPONDENTS

Hon. Minister for Health

The Board of Management

Sir Charles Gairdner

Hospital

Verdun Street

NEDLANDS WA 6009

The Board of Management

Royal Perth Hospital

Wellington Street

PERTH WA 6000

The Board of Management

Princess Margaret Hospital

Thomas Street

SUBIACO WA 6008

The Board of Management

King Edward Memorial Hospital

Bagot Road

SUBIACO WA 6008

The Board of Management

Bridgetown District Hospit'

BRIDGETOWN WA 625

The Board of Management

Numbala-Nunga'al

Derby Nursing Home⁵

DERBY WA 6728

The Board of Management

Corrigin District Hospital

CORRIGIN WA 6375

The Board of Management

Harvey District Hospital

Hayward Street

HARVEY WA 6220

The Board of Management

The Board of Management

Mukinbudin District Hospital

MUKINBUDIN WA 6479

The Board of Management

Southern Cross District

Hospital

SOUTHERN CROSS WA 6426

The Board of Management

Armadale-Kelmscott District

Hospital, Albany Highway

ARMADALE WA 6112

The Board of Management

Bunbury Regional Hospital

Blair Street

BUNBURY WA 6230

The Board of Management

Derby Regional Hospital

DERBY WA 6728

The Board of Management

Murray District Hospital

McKay Street

PINJARRA WA 6208

The Board of Management

Warren District Hospital

Hospital Avenue

MANJIMUP WA 6258

The Board of Management

Bentley Hospital

Mills Street

BENTLEY WA 6102

The Board of Management

Carnarvon Regional Hospital

Cleaver Street

CARNARVON WA 6701

The Board of Management

Esperance District Hospital

Hicks Street

ESPERANCE WA 6450

The Board of Management

Kalgoorlie Regional Hospital

KALGOORLIE WA 6430

The Board of Management

Margaret River District

Hospital

Wallcliff Road

MARGARET RIVER WA 6285

The Board of Management

Perth Dental Hospital

196 Goderich Street

PERTH WA 6000

The Board of Management

Kalamunda District

Community Hospital

Elizabeth Street

KALAMUNDA WA 6076

The Board of Management

Broome District Hospital

BROOME WA 6725

Fremantle Hospital

Alma Street

FREMANTLE WA 6160

The Board of Management

Bruce Rock Memorial

Hospital

1 Buller Road

BRUCE ROCK WA 6418

The Board of Management

North Midlands District

Hospital

Three Springs Hospital

THREE SPRINGS WA 6519

The Board of Management

Albany Regional Hospital

Hardie Road

ALBANY WA 6330

The Board of Management

Mount Henry Hospital

Cloister Avenue

COMO WA 6152

The Board of Management
Geraldton Regional Hospital
Shenton Street
GERALDTON WA 6530

The Board of Management
Swan District Hospital
Eveline Road
MIDDLE SWAN WA 6056

The Board of Management
Narrogin Regional Hospital
Williams Road
NARROGIN WA 6312

The Board of Management
Rockingham-Kwinana
District Hospital
Elanora Drive
ROCKINGHAM WA 6168

The Board of Management
Port Hedland Regional
Hospital
Kingsmill Street
PORT HEDLAND WA 6721

The Board of Management
Northam Regional Hospital
NORTHAM WA 6401

The Board of Management
Sandstone Nursing Post
SANDSTONE WA 6639

The Board of Management
Tambellup Nursing Post
Taylor Street
TAMBELLUP WA 6320

The Board of Management
Osborne Park Hospital
Osborne Place
STIRLING WA 6021

The Board of Management

Woodside Maternity Hospital

180 Dalgety Street

FREMANTLE WA 6160

The Board of Management

Sunset Hospital

Beatrice Road

DALKEITH WA 6009

SCHEDULE C - MEMORANDUM OF AGREEMENT

1. TERMINATION

- (a) An employee subject to the provisions of subclause (1) of Clause 6. - Hours who has not taken any Accrued Days Off accumulated during a work cycle in which employment is terminated, shall be paid the total of hours accumulated towards the Accrued Days Off for which payment has not already been made.

The following provisions relating to Hours of Work are agreed between the parties.

- (b) An employee who has taken any Accrued Day Off during a work cycle in which employment is terminated shall have the wages due on termination reduced by the total hours for which payment has already been made but for which the employee had no entitlement toward those Accrued Days Off.

2. WORKERS' COMPENSATION

(a) 20 Day Work Cycle

- (i) Where an employee is on workers' compensation for periods of less than one complete 20 day work cycle, such employee will accrue towards and be paid for the succeeding Accrued Day Off following such absence.
- (ii) An employee will not accrue Accrued Days Off for periods of workers' compensation where such period of leave exceeds one or more complete 20 day work cycles.
- (iii) Where an employee is on workers' compensation for less than one complete 20 day work cycle and an Accrued Day Off falls within the period, the employee will not be re-rostered for an additional Accrued Day Off.

(b) Twelve Months' Work Cycle

- (i) Where an employee is on workers' compensation for periods less than a total of 20 consecutive work days in a work cycle such employee will accrue towards and be paid for the succeeding Accrued Days Off following such leave.
- (ii) Where an employee is on workers' compensation for periods greater than a total of 20 consecutive days in a work cycle such employees will have the period of workers' compensation added to the work cycle.

3. LEAVE WITHOUT PAY

(a) 20 Day Work Cycle

An employee who is absent on any form of leave without pay during a 20 day work cycle shall not accumulate an entitlement to an Accrued Day Off for the period of such leave nor will the employee be entitled to an Accrued Day Off whilst on leave without pay.

(b) Twelve Months' Work Cycle

- (i) An employee who is absent on any form of leave without pay for less than a total of five days in any work cycle shall not have payment reduced when proceeding on Accrued Days Off.
- (ii) An employee who is absent on any form of leave without pay for a total of five days or more in any work cycle will have such period of leave added to the work cycle.

4. TRADE OFFS

Meal Charges:

Increase meal charges to \$2.00 from January 1, 1985 with a further increase from July 1, 1985 to \$2.50 and a further increase from January 1, 1986 to \$3.00.

From July 1, 1986 it is proposed that the meal charge be further reviewed.

Accommodation

Increase lodging charges under the Board and Lodging (Public Hospitals) Award by 16.3%.

Parking Charges - Teaching Hospitals

Introduction of a standard parking charge of \$5.00 per month for those staff utilising hospital staff carparks. This charge to be reviewed annually.

Tea Charges

Where staff consume morning or afternoon tea at the hospital a charge of 50 cents per week will be made. This charge to be reviewed annually.

Payment by Cheque or into Bank Account

Amendment of the award to provide for the payment by cheque or into a bank account.

Uniforms

Agree to amend award to reflect changes in employers' obligation in respect of uniforms.

Other Trade Offs

- No accrual during annual or long service leave;
- Strict observance of start and finish times;
- Co-operation in the elimination of restrictive work practices;
- Flexibility of rostering;
- Strict observance of uniform changes before commencement and after the completion of duty.

DATED at Perth this 21st day of December, 1966

VARIATION RECORD

HOSPITAL WORKERS' (GOVERNMENT) AWARD.

AWARD NO. 21 OF 1966

Delivered 21/12/66 at 46 WAIG 1319

Consolidated 27/05/81 at 61 WAIG 911

Consolidated s93(6) 13/07/84 at 64 WAIG 1375

Consolidated s93(6) 22/07/93 at 73 WAIG 2240

CLAUSE NO.	EXTENT VARIATION	OF	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title					
(1A. State Wage Principles)					
	Ins. Cl.		1752/91	31/01/92	72 WAIG 91
	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	736 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. & Title		609/99	06/07/99	79 WAIG 1847

1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
Cl.	1022/98	17/07/98	78 WAIG 4348
(2),(3),(5) & (8) rates & text	609/99	01/08/99	79 WAIG 1847
Cl.	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
Cl	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2334
(9)	1197/03	1/11/03	83 WAIG 3537
Cl	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083 & 2548
Cl.	957/05	07/07/06	86 WAIG 1631 & 2068
Cl.	1/07	01/07/07	87 WAIG 1487 & 1959
Cl.	115/07	01/07/08	88 WAIG 773 & 1199

2. Arrangement

Ins. 40	283/84	06/07/84	64 WAIG 1294
Ins. Memor. Of Agreement	746/82	01/01/85	65 WAIG 174
Ins. 41 Junior Emp.	69/85	04/07/85	65 WAIG 1331
Ins. 41 – 43	858/85	18/12/85	66 WAIG 201
Titles 35 & 36	794/85	12/12/85	66 WAIG 556
Del. 41	1333/87	16/12/87	68 WAIG 385
Title 11, ins 44	662/85	02/03/88	68 WAIG 762
Ins. 45	166/89	04/04/89	69 WAIG 1567
Ins. 46, 46A & 47	2682/89®	11/01/90	70 WAIG 1465
Ins. 1A	1752/91	31/01/92	72 WAIG 91
Cl. 22 title	527/92	05/06/92	72 WAIG 1587
24.	1028/92	18/02/93	73 WAIG 570

Cl.	1447/92	27/05/93	73 WAIG 1542
Del. Sch. Of Resp. & Memo. Of Agree. Ins. Sch. A, B & C	563/93	30/04/93	73 WAIG 1945
1A. Title	1457/9	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix – Resolution...	693/96	16/07/96	76 WAIG 2768
Ins. Appendix – S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
Delete. Appendix S.49B	491/98	16/04/98	78 WAIG 1471
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1847

3. Area and Scope

4. Term

5. Definitions

Ins. (10)	174/81	13/05/82	62 WAIG 1344
Ins. (11)	746/82	01/01/85	65 WAIG 174
Ins. (12)	543/84	25/02/85	65 WAIG 472
Cl.	794/85	12/12/85	66 WAIG 556
Ins. (14)	921/88	22/09/88	69 WAIG 816
Ins. (11), renum (11) – (14) as (12) – (15)	1006/86	12/05/89	69 WAIG 1570

Cl.	701/84	01/07/89	69 WAIG 1932
Cl.	CR267/89	01/07/89	69 WAIG 1938
Orders 701/84 & CR 267/89 Quashed	IAC 7/89	06/10/89	69 WAIG 3227
(15)	C939/89	22/11/89	72 WAIG 2858
Cl.	701/84	30/06/89	70 WAIG 35
Cl.	CR267/89®	01/07/89	70 WAIG 35
Ins.(15) Corr.	C939/89	20/10/89	70 WAIG 595
Ins (16)	895/89	21/06/89	71 WAIG 1249
Ins. (12)	700/00	21/12/00	81 WAIG 653

6. Hours

Cl.	746/82	01/01/85	65 WAIG 174
(1)	662/85	02/03/88	68 WAIG 762
Text after (1)	918/87	05/02/88	68 WAIG 764
(1)	1452/88	13/11/89	70 WAIG 116
Cl	2682/89®	11/01/90	70 WAIG 1465

7. Spread of Shifts

Cl.	794/85	12/12/85	66 WAIG 556
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8. Rosters

(5), Ins. (8)	746/82	01/01/85	65 WAIG 174
Cl.	794/85	12/12/85	66 WAIG 556

9. Time and Wages Record

Cl.	794/85	12/12/85	66 WAIG 556
Cl.	1447/92	27/05/93	73 WAIG 1542

10. Contract of Service

(3)	543/84	25/02/85	65 WAIG 472
Cl.	794/85	12/12/85	66 WAIG 556
(6)	1447/92	27/05/93	73 WAIG 1542

(11. Notices)

Cl. & title	662/85	02/03/88	68 WAIG 762
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(11. Notices and Interviews)

Del. Cl.	1447/92	27/05/93	73 WAIG 1542
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11. Disputes Settlement Procedures

Ins. Cl.	1447/92	27/05/93	73 WAIG 1542
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12. Engagement

Cl.	794/85	12/12/85	66 WAIG 556
Ins. (4)	700/00	21/12/00	81 WAIG 653

13. Transfers

Cl.	794/85	12/12/85	66 WAIG 556
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14. Accommodation

Cl.	794/85	12/12/85	66 WAIG 556
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15. Overtime

Ins. (6)	746/82	01/01/85	65 WAIG 174
(4)	147/85	19/04/85	65 WAIG 683
Cl.	794/85	12/12/85	66 WAIG 556
(6)	1452/88	13/11/89	70 WAIG 116
(4) – Rate	1489/89	08/07/91	71 WAIG 2307
(4)	1447/92	27/05/93	73 WAIG 1542
(2)	700/00	21/12/00	81 WAIG 653
(4)	1013/01	03/05/02	82 WAIG 813
(4)	1031/02	28/01/03	83 WAIG 748
(4)	625/03	11/3/05	85 WAIG 3043
(4)	92/06	05/02/07	87 WAIG 207

16. Shift Work

Cl.	794/85	12/12/85	66 WAIG 556
Cl.	701/84	01/07/89	69 WAIG 1932
Cl.	CR267/89	01/07/89	69 WAIG 1938

Orders 701/84 & CR 267/89 Quashed	IAC 7/89	06/10/89	69 WAIG 3227
Cl.	701/84	30/06/89	70 WAIG 35
Cl.	CR267/89(R)	01/07/89	70 WAIG 35
(1),(2),(3), ins. (4)	2682/89(R)	11/01/90	70 WAIG 1465
Ins (5)	718/90	01/07/89	71 WAIG 692
(1), (2)	1447/92	27/05/93	73 WAIG 1542
(1) & (2) rates	1022/98	17/07/98	78 WAIG 4348
(1)&(2)	880/99	27/08/99	79 WAIG 3044
(1) & (2)	700/00	21/12/00	81 WAIG 653
(1) & (2)	1013/01	03/05/02	82 WAIG 813
(1) & (2)	1031/02	28/01/03	83 WAIG 748
(1) & (2)	625/03	11/3/05	85 WAIG 3043
Cl.	92/06	05/02/07	87 WAIG 207

17. Weekend Work

Cl.	794/85	12/12/85	66 WAIG 556
Cl.	701/84	01/07/89	69 WAIG 1932
Cl.	CR267/89	01/07/89	69 WAIG 1938
Orders 701/84 & CR 267/89 Quashed	IAC 7/89	06/10/89	69 WAIG 3227
Cl.	701/84	30/06/89	70 WAIG 35
Cl.	CR267/89(R)	01/07/89	70 WAIG 35
(1)&(2)	2682/89(R)	11/01/90	70 WAIG 1465
Ins (3), renum. (3) as (4)	718/90	01/07/89	71 WAIG 692
(1), (2)	1447/92	27/05/93	73 WAIG 1542
(1) & (2) rates	1022/98	17/07/98	78 WAIG 4348
(1)&(2)	880/99	27/08/99	79 WAIG 3044
(1) & (2)	700/00	21/12/00	81 WAIG 653
(1) & (2)	1013/01	03/05/02	82 WAIG 813
(1) & (2)	1031/02	28/01/03	83 WAIG 748
(1) & (2)	625/03	11/3/05	85 WAIG 3043

Cl.	92/06	05/02/07	87 WAIG 207
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(18. District Allowance)

(3), (4)	543/84	25/02/85	65 WAIG 472
Cl.	794/85	12/12/85	66 WAIG 556
Cl.	1258/87 C176/88	& 01/01/88	68 WAIG 1681
(6)	278/89	01/01/89	69 WAIG 2297
Gen/Ord. Dist.All.table	– 241/91	01/01/90	71 WAIG 2007
Corrected Order	241/91	01/01/90	71 WAIG 2008
Gen/Ord. Dist.All.table	– 280/91	01/01/91	71 WAIG 2007
Corrected Order	280/91	01/01/91	71 WAIG 2008
Del. Cl.	1447/92	27/05/93	73 WAIG 1542

18. Conditions and Allowances

Ins. Cl.	1447/92	27/05/93	73 WAIG 1542
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19. Allowances and Special Provisions

Cl.	342/80	30/04/82	62 WAIG 908
Cl.	543/84	25/02/85	65 WAIG 472
(5)	167/83	24/04/85	65 WAIG 823
Cl.	794/85	12/12/85	66 WAIG 556
Ins. (6)	921/88	22/09/88	69 WAIG 816
(1)	1006/86	12/05/89	69 WAIG 1570
Rates (1) – (6)	1489/89	08/07/91	71 WAIG 2307
Cl.	1447/92	27/05/93	73 WAIG 1542
Cl.	1022/98	17/07/98	78 WAIG 4348
Cl	880/99	27/08/99	79 WAIG 3044
Rates (1) – (6)	700/00	21/12/00	81 WAIG 653
Cl	1013/01	03/05/02	82 WAIG 813

Cl	1031/02	28/01/03	83 WAIG 748
Cl	625/03	11/3/05	85 WAIG 3043
Cl.	92/06	05/02/07	87 WAIG 207

20. Higher Duties Allowance

Ins. (3)	174/81	13/05/82	62 WAIG 1344
Ins. (4)	746/82	01/01/85	65 WAIG 174
Cl.	147/85	19/04/85	65 WAIG 683
Cl.	794/85	12/12/85	66 WAIG 556

21. Public Holidays

Ins. (2)(d), (7)	746/82	01/01/85	65 WAIG 174
(8)	543/84	25/02/85	65 WAIG 472
Cl.	794/85	12/12/85	66 WAIG 556
Del. (3), renum. (4)(5)(6)(7) &(8) as (3)(4)(5)(6)(7)	701/84	01/07/89	69 WAIG 1932
(3)	CR267/89	01/07/89	69 WAIG 1938
Orders 701/84 & CR 267/89 Quashed	IAC 7/89	06/10/89	69 WAIG 3227
Del. (3), renum. (4) – (8) as (3) – (7); (3) – (7)	701/84	30/06/89	70 WAIG 35
(3)	CR267/89(R)	01/07/89	70 WAIG 35
(3)	2682/89(R)	11/01/90	70 WAIG 1465
Ins (4), renum. (4) – (7) as (5) – (8)	718/90	01/07/89	71 WAIG 692
(6)	527/92	05/06/92	72 WAIG 1587
(3)	1447/92	27/05/93	73 WAIG 1542
(3)	880/99	27/08/99	79 WAIG 3044
(3)	700/00	21/12/00	81 WAIG 653
(3)	1013/01	03/05/02	82 WAIG 813
(3)	1031/02	28/01/03	83 WAIG 748
(3)	625/03	11/3/05	85 WAIG 3043
(3)	92/06	05/02/07	87 WAIG 207

(22. Public Holidays – Swanbourne, Graylands and Lemnos Hospitals)

Ins. (3)(d), (9)	746/82	01/01/85	65 WAIG 174
Cl.	794/85	12/12/85	66 WAIG 556
(3)	CR267/89	01/07/89	69 WAIG 1938
(3)	CR267/89(R)	01/07/89	70 WAIG 35
(3)	2682/89(R)	11/01/90	70 WAIG 1465
Ins. (3)(e)	718/90	01/07/89	71 WAIG 692
Title & (8)	527/92	05/06/92	72 WAIG 1587

22. Public Holidays – Graylands and Selby Lodge/Lemnos Hospitals

(3)(R)	1447/92	27/05/93	73 WAIG 1542
(3)(R)	880/99	27/08/99	79 WAIG 3044
(3)(R)	700/00	21/12/00	81 WAIG 653
(3)(R)	1013/01	03/05/02	82 WAIG 813
(3)(R)	625/03	11/3/05	85 WAIG 3043
(3)(R)	92/06	05/02/07	87 WAIG 207

23. Sick Leave

Ins. (9), (10), (11)	746/82	01/01/85	65 WAIG 174
Cl.	794/85	12/12/85	66 WAIG 556

(24. Maternity Leave)

Ins. (12)	746/82	01/01/85	65 WAIG 174
Cl.	794/85	12/12/85	66 WAIG 556
Del. Cl.	1028/92	18/02/93	73 WAIG 570

(24. Parental Leave)

Ins Cl.	1028/92	18/02/93	73 WAIG 570
Del. Cl.	1447/92	27/05/93	73 WAIG 1542

24. Deleted

25. Annual Leave

(3), (5), ins. (10) – (11)	746/82	01/01/85	65 WAIG 174
Cl.	543/84	25/02/85	65 WAIG 472
Cl.	794/85	12/12/85	66 WAIG 556
(2) Interim	1152/85	19/05/86	66 WAIG 888
Ins. (2)(R)(iv)	918/87	05/02/88	68 WAIG 764
(2)(R)(ii), ins (2)(R)(iii)	662/85	02/03/88	68 WAIG 762
(1)	527/92	05/06/92	72 WAIG 1587

(26. Compassionate Leave)

Cl.	746/82	01/01/85	65 WAIG 174
Del. Cl.	1447/92	27/05/93	73 WAIG 1542

26. Deleted

27. Long Service Leave

Cl.	746/82	01/01/85	65 WAIG 174
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28. Uniforms

CL.	380/82	10/11/83	63 WAIG 2425
Cl.	746/82	01/01/85	65 WAIG 174
Cl.	794/85	12/12/85	66 WAIG 556
(8)(d) – Rate	1489/89	08/07/91	71 WAIG 2307
(8)(d)	1447/92	27/05/93	73 WAIG 1542
(8)(d)	1013/01	03/05/02	82 WAIG 813
(8)(d)	1031/02	28/01/03	83 WAIG 748
(8)(d)	625/03	11/3/05	85 WAIG 3043
(8)(d).	92/06	05/02/07	87 WAIG 207

29. Protective Equipment

30. Provision of First Aid Appliances

31. Supply of Stores

32. Emergencies

33. Board of Reference

34. Apprentices

(35. Part-Time Workers)

Cl. & title	794/85	12/12/85	66 WAIG 556
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35. Part-Time Employees

(4)	918/87	05/02/88	68 WAIG 764
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Del. (2) renum.(3) & (4)

as (2) & (3)	2682/89(R)	11/01/90	70 WAIG 1465
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(36. Under Rate Workers)

Cl.	794/85	12/12/85	66 WAIG 556
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36. Under Rate Employees

37. Board and Lodging

(38. Payment of Wages)

(5), ins. (6) – (7)	746/82	01/01/85	65 WAIG 174
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(8)	543/84	25/02/85	65 WAIG 472
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Cl.	794/85	12/12/85	66 WAIG 556
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(5)	918/87	05/02/88	68 WAIG 764
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Del. Cl.	1447/92	27/05/93	73 WAIG 1542
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38. Deleted

39. Wages

Text Gp2 – Pt 1, Gp3	163/81	01/07/81	61 WAIG 1554
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Cl.	172/81	23/09/81	62 WAIG 384
Text	174/81	13/05/82	62 WAIG 1344
Cl.	1008/81	25/06/82	62 WAIG 1663
Pt. 8	745/82	05/07/82	62 WAIG 2562
Gp. 3 Pt 1, Pt. 8	680/82	29/11/83	63 WAIG 3436
Cl.	48/83	26/01/84	64 WAIG 476
Ins. Part 9(e)	746/82	01/01/85	65 WAIG 174
Part 9 (a) – (c)	543/84	25/02/85	65 WAIG 472
Cl.	794/85	12/12/85	66 WAIG 556
Part 1 Groups 1 – 4, Part 2 Groups 1 & 2	662/85	02/03/88	68 WAIG 762
Cl.	918/87	05/02/88	68 WAIG 764
Part 1 Group 1, Part 2 Group 3 & 4	921/88	22/09/88	69 WAIG 816
Part 1 Group 3	317/88	10/03/89	69 WAIG 1118
Cl.	701/84	01/07/89	69 WAIG 1932
Cl.	1008/88	22/09/88	69 WAIG 1568
Cl.	CR267/89	01/07/89	69 WAIG 1938
Text (1)	1221/88	08/08/89	69 WAIG 3351
Preamble	1940/89	08/09/89	69 WAIG 2913
Text (1)	C939/89	22/11/89	72 WAIG 2858
Text (1) Corr.	C939/89	08/09/89	70 WAIG 595
Orders 701/84 & CR 267/89 Quashed	IAC 7/89	06/10/89	69 WAIG 3227
Cl.	701/84	30/06/89	70 WAIG 35
Cl.	CR267/89(R)	01/07/89	70 WAIG 35
Pt2 Gp5 (1)	1592/88	01/07/89	70 WAIG 1471
Pt2 Gp6 (1)	1592/88	01/07/89	70 WAIG 1471
Cl.	2682/89(R)	11/01/90	70 WAIG 1465
(2)	718/90	01/07/89	71 WAIG 692
Del. Preamble	527/92	05/06/92	72 WAIG 1587
Cl.	1447/92	27/05/93	73 WAIG 1542
(1)	1588A/93	30/03/94	74 WAIG 1561

(1); Ins.(6)	1089/94	16/06/95	75 WAIG 2322
(1)(6)	352/96	16/06/96	76 WAIG 2430
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Cl.	1022/98	17/07/98	78 WAIG 4348
(1) Rates, (8) insert text	609/99	01/08/99	79 WAIG 1847
(4)(b)	880/99	27/08/99	79 WAIG 3044
Cl.	654/00	01/08/00	80 WAIG 3379
(4)	700/00	21/12/00	81 WAIG 653
Cl	752/01	01/08/01	81 WAIG 1721
(4)(b)	1013/01	03/05/02	82 WAIG 813
(1)	797/02	01/08/02	82 WAIG 1369
(4)(b)(i), (ii) & (iii)	1031/02	28/01/03	83 WAIG 748
Cl.	569/03	5/06/03	83 WAIG 1899 & 2334
Cl	570/04	4/06/04	84 WAIG 1521 & 1842
(4)(b)(i), (ii) & (iii)	625/03	11/3/05	85 WAIG 3043
Cl.	576/05	07/07/05	85 WAIG 2083 & 2548
Cl.	957/05	07/07/06	86 WAIG 1631 & 2068
(4)(b)	92/06	05/02/07	87 WAIG 207
Cl.	1/07	01/07/07	87 WAIG 1487 & 1959
Cl.	115/07	01/07/08	88 WAIG 773 &1199

(40. Fares and Travelling Time)

Ins. Cl.	283/84	06/07/84	64 WAIG 1294
Del. Cl.	1447/92	27/05/93	73 WAIG 1542

(41. Junior Employees - Special Orders)

Ins. Cl.	69/85	04/07/85	65 WAIG 1331
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Del. Cl.	1333/87	16/12/87	68 WAIG 385
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(41. Deduction of Union Subscriptions)

Ins. Cl.	858/85	18/12/85	66 WAIG 201
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Del. Cl.	1447/92	27/05/93	73 WAIG 1542
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(42. Trade Union Training Leave)

Ins. Cl.	858/85	18/12/85	66 WAIG 201
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Del. Cl.	1447/92	27/05/93	73 WAIG 1542
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(43. Leave to Attend Union Business)

Ins. Cl.	858/85	18/12/85	66 WAIG 201
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Del. Cl.	1447/92	27/05/93	73 WAIG 1542
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(44. No Reduction)

Ins. Cl.	662/85	02/03/88	68 WAIG 762
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Del. Cl.	1447/92	27/05/93	73 WAIG 1542
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(45. Paid Leave for English Language Training)

Ins. Cl.	166/89	04/04/89	69 WAIG 1567
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Del. Cl.	1447/92	27/05/93	73 WAIG 1542
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(46. Introduction of Change)

Ins. Cl.	2682/89(R)	11/01/90	70 WAIG 1465
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Del. Cl.	1447/92	27/05/93	73 WAIG 1542
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(46A. Award Modernisation)

Ins. Cl.	2682/89(R)	11/01/90	70 WAIG 1465
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Del. Cl.	1447/92	27/05/93	73 WAIG 1542
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(47. Dispute Settlement Procedures)

Ins. Cl.	2682/89(R)	11/01/90	70 WAIG 1465
Del. Cl.	1447/92	27/05/93	73 WAIG 1542

(Schedule of Respondents)

Del.	563/93	30/04/93	73 WAIG 1945
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(Memorandum of Agreement)

Ins. Agt.	746/82	01/01/85	65 WAIG 174
Del.	563/93	30/04/93	73 WAIG 1945

Appendix - Resolution of Disputes Requirements

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
App	2053/97	22/11/97	77 WAIG 3079

Schedule A - Parties to the Award

Ins. Sch.	563/93	30/04/93	73 WAIG 1945
Text	880/99	27/08/99	79 WAIG 3044
Ins. Sch.	700/00	21/12/00	81 WAIG 653

Schedule B - Respondents

Ins. Sch.	563/93	30/04/93	73 WAIG 1945
Del. Respondent	510/94	27/09/94	74 WAIG 2372
Del. Respondent	76/80(Pt157)	29/02/96	76 WAIG 720
Del. Respondents	76/80(Pt190)	27/01/98	78 WAIG 733

Schedule C - Memorandum of Agreement

Ins. Sch.	563/93	30/04/93	73 WAIG 1945
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(Appendix - S.49B - Inspection of Records Requirements)

Ins. Appendix	694/96	16/07/96	76 WAIG 2789
(1) ins. Text	2053/97	22/11/97	77 WAIG 3138
Delete. Appendix	491/98	16/04/98	78 WAIG 1471