# Juvenile Custodial Officers' Award

## 1. – AWARD STRUCTURE

### 1.1. - TITLE

This award shall be known as the Juvenile Custodial Officers' Award.

### 1.2. - ARRANGEMENT


1. AWARD STRUCTURE
1.1 Title
1.2 Arrangement
1.3 Area of Operation
1.4 Scope
1.5 Term of Award
1.6 Definitions
1.7 Copies of Award

2. CONTRACT OF SERVICE
2.1 Certificate of Service
2.2 Contract of Service
2.3 Keeping of and Access to Employment Records
2.4 Right of Entry and Inspection by Authorised Representatives

3. HOURS OF WORK
3.1 Hours
3.2 Overtime
3.3 Shift Work

4. WAGES
4.1 Minimum Adult Award Wage
4.2 Salaries
4.3 Annual Increments
4.4 Expired General Agreement Salaries

5. ALLOWANCES AND FACILITIES
5.1 Higher Duties Allowance
5.2 District Allowance
5.3 Disturbance Allowance
5.4 Motor Vehicle Allowance
5.5 Property Allowance
5.6 Protective Clothing Allowance
5.7 Relieving Allowance
5.8 Removal Allowance
5.9 Transfer Allowance
5.10 Travelling Allowance
5.11 Weekend Absence from Residence
5.12 Salary Packaging Arrangement
5.13 Facilities for Union Representatives
5.13A Representation Rights
5.14 Access to Information and Resources

6. LEAVE
6.1 Annual Leave
6.2 Sick Leave
6.3 Carer's Leave
6.4 Short Leave

6.5 Public Holidays
6.6 Long Service Leave
6.7 Bereavement Leave
6.8 Parental Leave
6.9 Leave to Attend Union Business
6.10 Trade Union Training Leave
6.11 Cultural/Ceremonial Leave
6.12 Purchased Leave - 44/52 Salary Arrangement
6.13 Purchased Leave - Deferred Salary Arrangement
6.14 Study Assistance
6.15 Leave Without Pay
6.16 Witness and Jury Service
6.17 Blood/Plasma Donors Leave
6.18 Emergency Service Leave
6.19 Defence Force Reserves Leave
6.20 International Sporting Events Leave

7. CONSULTATION AND INTRODUCTION OF CHANGE

8. DISPUTE SETTLEMENT PROCEDURE

9. PARTIES TO THE AWARD

Schedule A Salaries for Juvenile Custodial Officers, Unit Managers and Senior Officers
Schedule B District Allowance
Schedule C Motor Vehicle Allowance
Schedule D Travelling, Transfer and Relieving Allowance
Schedule E Overtime
Schedule F Memorandum of Agreement
Schedule G Expired General Agreement Salaries
Schedule H Preservation of Public Holidays

## 1.3. - AREA OF OPERATION

This award shall apply throughout the State of Western Australia.

## 1.4. - SCOPE

This award shall apply to all Government Officers classified as a Juvenile Custodial Officer, Unit Manager or Senior Officer employed in a Juvenile Custodial facility and/or detention centre by the Director General, Department of Justice or the Director General, Department of Communities who are members of, or eligible to become members of, The Civil Service Association of Western Australia Incorporated.

## 1.5. - TERM OF AWARD

This award shall remain in force until such time as it is cancelled or replaced.

## 1.6. - DEFINITIONS

1.6 In this award, the following expressions shall have the following meaning:

"Accrued Day(s) Off" (ADOs) means the paid day(s) off accruing to an employee resulting from an entitlement to the 38 hour week as prescribed in clause 3.1 – Hours of this award.

"Award" means the Juvenile Custodial Officers' Award.

"De Facto Partner" means a relationship (other than a legal marriage) between two persons who live together in a 'marriage-like' relationship and includes same sex partners.

"Employee" means a Government Officer classified as Juvenile Custodial Officer, Unit Manager or Senior Officer.

"Employer" and "Employing Authority" means Director General, Department of Justice or Director General, Department of Communities, as applicable.

"Government Officer" means a Government Officer as defined in s 80C of the *Industrial Relations Act 1979.*

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

"Juvenile Custodial Officer" has the same definition as that given in the Juvenile Custodial Rule 103 made pursuant to s 181(1) of the *Young Offenders Act 1994* (previously known as Group Worker).

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

"Minister" means the Minister for Corrective Services or the Minister for Child Protection, as applicable.

"Partner" means either spouse or de facto partner.

"Senior Officer" has the same definition as that given in Juvenile Custodial Rule 103 made pursuant to s 181(1) of the *Young Offenders Act 1994*.

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

"Union" means The Civil Service Association of Western Australia Incorporated

"Unit Manager" has the same definition as that given in Juvenile Custodial Rule 103 made pursuant to s 181(1) of the *Young Offenders Act 1994*.

## 1.7. - COPIES OF AWARD

Every employee shall be entitled to have access to a copy of this award. Sufficient copies shall be made available, either hard copy or by modern electronic means by the employer for this purpose. Where a hard copy is requested it shall be made available.

# 2. - CONTRACT OF SERVICE

## 2.1. - CERTIFICATE OF SERVICE

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

## 2.2. - CONTRACT OF SERVICE

2.2.1 Probation

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

(2) At any time during the period of probation the employer may annul the appointment and terminate the services of the employee by the giving of two week's notice or payment in lieu thereof.

(3) At the expiry of the period of probation the employer shall:

(a) confirm the permanent appointment; or

(b) extend the period of probation for a maximum of a further six months; or

(c) terminate the services of the employee.

(4) Where the employer extends the period of probationary employment the contract of employment may be terminated as set out in clause 2.2.1(2).

At the expiry of the extended probation the employer shall confirm the appointment or terminate the services of the employee in accordance with clause 2.2.1(2).

2.2.2 Notice

(1) No employee shall leave the employ of the employer until the expiration of one month's written notice of the employee's intention to do so, without the approval of the employer. An employee who fails to give the required written notice forfeits the sum of $500, unless agreement is reached between an employee and the employer for a shorter period of notice than that specified. Such monies may be withheld from monies due on the approval of termination.

(2) One month's written notice shall be given by the employer to an employee whose services are no longer required. Provided that the employer may pay the employee for the appropriate period in lieu of notice.

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

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

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

2.2.3 Part time employee

(1) A part time employee shall be entitled to the same salary, leave and other conditions prescribed in this award for full-time employees in the proportion to which the employee's weekly hours bear to the weekly hours of an employee engaged full time in that class of work.

(2) The provisions of clauses 2.2.1 and 2.2.2 shall also apply in respect to part time employees.

2.2.4 Casual Employee

(1) Notwithstanding the other provisions contained in this clause the employer may employ employees on a casual basis.

(2) A casual employee shall be paid for each hour worked at the appropriate classification contained in Schedule A of this award in accordance with the following formula:

$$\frac{\text{Fortnightly Salary}}{76}$$

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

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

(4) Nothing in this clause shall confer "permanent" or "fixed term contract" employee status.

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

(6) The provisions of clause 3.2 - Overtime of this award do not apply to casual employees who are paid by the hour for each hour worked. Additional hours are paid at the normal casual rate.

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

2.2.5 Caring Responsibilities

(1) Subject to the evidentiary and notice requirements in clause 6.3 – Carer's Leave of this award, a casual employee shall be entitled to not be available to attend work or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

2.2.6 Fixed Term Contract Employment

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

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

(3) The provisions of clauses 2.2.2 and 2.2.3 shall also apply to employees employed on a fixed term contract.

## 2.3. - KEEPING OF AND ACCESS TO EMPLOYMENT RECORDS

2.3.1 The employer must ensure that the keeping of employment records and access to employment records of employees is in accordance with Part II Division 2F - Keeping of and access to employment records of the *Industrial Relations Act 1979*.

2.3.2 If the employer maintains a personal or other file on an employee, subject to the employer's convenience, the employee shall be entitled to examine all material maintained on that file.

## 2.4. - RIGHT OF ENTRY AND INSPECTION BY AUTHORISED REPRESENTATIVES

2.4.1 The parties shall act consistently with the terms of Part II Division 2G – Right of Entry and Inspection by Authorised Representatives of the *Industrial Relations Act 1979*.

2.4.2 An authorised representative shall on notification to the employer have the right to enter any premises where relevant employees covered by this award work during working hours, including meal breaks, for the purpose of holding discussions at the premises with relevant employees covered by the award who wish to participate in those discussions, the legitimate business of the Union or for the purpose of investigating complaints concerning the application of this award, but shall in no way unduly interfere with the work of employees.

## 3. - HOURS OF WORK

### 3.1. - HOURS

3.1.1 Shift Employees

(1) Ordinary Hours

(a) The ordinary hours of duty shall be an average of 38 per week with the hours actually worked being 120 hours per three week settlement period.

(b) Subject to the lunch interval rostered hours are to be worked as one continuous period. However, employees shall not be required to work more than five hours continuously without a break

(c) Employees in designated shift work positions will work shifts of no more than twelve hours per shift.

(d) The ordinary hours shall be worked with two hours of each week's work accruing as an entitlement to a maximum of 12 accrued days off in each twelve month period. The accrued days off shall be taken as a minimum period of five consecutive days off in conjunction with annual leave or at a time mutually acceptable to the employer and employee.

(e) There shall be at least an eight hour break between the finishing time of one shift and the commencement of the following shift. In cases where such a break is not given payment at double the normal rate shall be made until such a break is taken.

(2) Accrued Days Off

(a) The 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.

(b) A roster for accrued days off shall be posted at least four weeks before the time it comes into operation.

(c) By agreement between the employer and an employee accrued days off may be rostered for and taken in advance of the due date.

(d) Accrued days off must be cleared in the calendar year in which they accrue. If, to meet the convenience of the employer, an employee cannot clear accrued days off in the aforementioned calendar year then they shall be cleared in the next succeeding six months.

(e) Part time shift employees working 16 hours and under per week will not accrue time off, but will be paid for all hours worked. Part time shift employees working over 16 hours per week will accrue days off on the same basis as full time employees, but all benefits therefore will be pro-rata in the proportion that the number of hours worked

bears to the hours worked by full time employees. This provision may be renegotiated if job sharing arrangements are introduced for employees.

(f) Time off will not be accrued whilst employees are on annual leave and long service leave.

3.1.2 Non-Shift Employees

(1) The ordinary hours of duty for employees who are working in designated non-shift positions will be 38 hours per week to be worked between 7.00 am and 6.00 pm Monday to Friday as determined by the employer. There will be no accrual towards accrued days off.

(2) Subject to the lunch interval prescribed hours are to be worked as one continuous period. However, employees shall not be required to work more than five hours continuously without a break.

(3) Start and finish times will be as designated by the manager of the area in which the employee is working.

(4) There is a requirement for some degree of flexibility with regards to start and finish times. To account for this requirement a system of time off in lieu (TOIL) will operate. A maximum number of eight hours of TOIL will be allowed to accumulate at any one time.

(5) The employer may vary the prescribed hours of duty observed by non-shift employees in the agency or any branch or section thereof so as to make provisions for:

(a) the attendance of employees for duty on a Saturday, Sunday or Public Holiday. Clause 3.2 - Overtime of the award will apply; and

(b) the performance of shift work including work on Saturdays, Sundays or Public Holidays;

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break.

(c) If the employer wishes to vary the prescribed hours of duty to be observed they shall be required to give one month's notice in writing to the department, branch, section or employees to be affected by the change.

3.1.3 Part Time Employment

(1) Part time employment is defined as regular and continuing employment of less than 38 hours per week by permanent or fixed term contract staff.

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

(3) Each part time arrangement shall be confirmed by the employer in writing and shall include the following specifications:

(a) the agreed period of the arrangement; and

(b) the agreed hours of duty in accordance with clauses 3.1.3(4) and 3.1.3(5). This will include the ordinary weekly and daily hours of duty for the employee, including starting and finishing times each day ("ordinary hours").

(4) The hours of duty will be in accordance with this clause:

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

(5) All variations to an employee's working hours must be agreed to in writing by the part time employee. If agreement is reached to vary an employee's ordinary working hours pursuant to this subclause:

(a) Time worked to 7.6 hours on any day is not to be regarded as overtime but an extension of the contract hours for that day and should be paid at the normal rate of pay.

(b) Overtime shall not be payable for non-shift employees unless the total hours worked on any day exceeds 7.6 hours or for shift employees unless more than 120 hours is worked in a three week roster period or on a shift other than a rostered shift. Overtime shall be paid in accordance with clause 3.2.3(4) – Payment for Overtime of this award.

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

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

$$\frac{\text{Part Time Hours Worked}}{76} \times \text{Full Time Fortnightly Salary}$$

(7) A part time employee shall be entitled to annual increments in accordance with clause 4.3 – Annual Increments of this award, subject to meeting the usual performance criteria.

(8) A part time employee shall be entitled to the same leave and conditions prescribed in this award for full time employees, paid on a pro rata basis.

(9) Payment to an employee proceeding on accrued annual leave and long service leave shall be calculated on a pro rata basis having regard for any variations to the employee's ordinary working hours during the accrual period.

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

(11) A part time employee shall be allowed the prescribed Public Holidays without deduction of pay in respect of each holiday, which is observed on a day ordinarily rostered to work by the part time employee.

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

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

3.1.4 Probationary Juvenile Custodial Officers will not accrue time off whilst on day or block study leave release. Probationary Juvenile Custodial Officers on day or study release will work a 38 hour week.

## 3.2. - OVERTIME

3.2.1 For the purposes of this clause, the following terms shall have the following meanings:

(1) "Overtime" means all work performed only at the direction of the employer or a duly authorised employee outside the ordinary hours of duty.

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

(3) "Prescribed hours of duty" means an employee's normal working hours as prescribed by the employer in accordance with clause 3.1. – Hours of this award.

(4) "Duly authorised employee" means an employee or employees appointed in writing by the employer for the purpose of authorising overtime.

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

(6) "Public Holiday" means the days prescribed as Public Holidays in clause 6.5 - Public Holidays of the award.

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

(8) "Excess travelling time" means all time travelled on official business outside ordinary hours of duty and away from the employee's usual headquarters in accordance with clause 3.2.8 - Excess Travelling Time.

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

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

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

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

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

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

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

AVAILABILITY - shall mean a written instruction or other authorised direction by the employer or a duly authorised employee to an employee to remain contactable, but not

necessarily immediately contactable by telephone or other means, outside the employee's normal hours of duty and be available and in a fit state at all such times for recall to duty.

"Availability" will not include situations in which employees carry telephones or other means or make their telephone numbers or other contact details available only in the event that they may be needed for casual contact or recall to work. Recall to work under such circumstances would constitute emergency duty in accordance with clause 3.2.7 - Emergency Duty.

3.2.2 Reasonable Hours of Overtime

(1) The employer may require an employee to work reasonable overtime at overtime rates as specified in this clause.

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

(a) any risk to employee health and safety;

(b) the employee's personal circumstances including any family responsibilities;

(c) the needs of the workplace or enterprise;

(d) the notice (if any) given by the employer of the overtime and by the employee of the employee's intention to refuse it; and

(e) any other relevant matter.

3.2.3 Overtime

(1) An employee who works overtime shall be entitled to payment in accordance with clause 3.2.3(4), or time off in lieu of payment in accordance with clause 3.2.3(2), or any combination of payment or time off in lieu.

(2) Time off in Lieu

(a) Where the employee or the employer or the duly authorised employee, so elects in writing prior to overtime being worked, time off in lieu of payment for overtime worked may be taken in accordance with the time ratios in clause 3.2.3(4).

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

(c) If the agency is unable to release the employee to clear such leave within two months of the overtime being performed, and no further agreement prescribed in clause 3.2.3(2)(b) is reached, then the employee shall be paid for the overtime worked.

(3) Commuted Allowance

Any commuted allowance and/or time off in lieu of overtime, other than that provided in clause 3.2.3(2), shall be negotiated between the Union and the employer.

(4) Payment for Overtime

Employees covered by this award who are rostered employees and who are directed to work overtime shall be paid in accordance with the following:

(a) Monday to Saturday

All time worked outside of or in excess of the ordinary working hours or on a shift other than a rostered shift shall be paid for at the rate of time and one half for the first three hours and double time thereafter.

(b) Sunday

All time worked outside of or in excess of the ordinary working hours or on a shift other than a rostered shift shall be paid for at the rate of double time.

(c) Public Holidays

All time worked outside of or in excess of the ordinary working hours or on a shift other than a rostered shift shall be paid for at the rate of double time and one half the ordinary rate.

The above rates will apply to non-shift employees as appropriate, and are also subject to clause 3.1.3(5) of this award.

(5) An employee who reports for duty at the rostered time for either a normal or overtime shift and is advised that the commencing time for such duty has altered since the employee was last on duty, or the duty is not required shall be paid a minimum of two hours at the rate applicable for that duty, but this provision shall not apply to an employee who was absent from duty on the employee's last rostered shift.

(6) Overtime payments shall not apply until after the rostered ordinary hours have been worked that day or on a shift other than a rostered shift or after more than 120 hours have been worked in a three week roster period.

(7) Annual Leave/Long Service Leave

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

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

(b) If the employee is directed to return to duty during a period of leave outside of prescribed hours of duty, then that employee shall be entitled to payment of overtime in accordance with clause 3.2.3.

(8) Time Worked Past Midnight

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

(9) Minimum Periods for Return to Duty

(a) An employee, having received prior notice, who is required to return to duty:

(i) on a Saturday, Sunday or Public Holiday, otherwise than during ordinary hours of duty, shall be entitled to payment at the rate in accordance with clause 3.2.3(4) for a minimum of three hours;

(ii) before or after the ordinary hours of duty on a weekday shall be entitled to payment at the rate in accordance with clause 3.2.3(4) for a minimum period of one and one half hours;

(b) For the purpose of clause 3.2.3(1), where an employee is required to return to duty more than once, each duty period shall stand alone in respect to the application of minimum period payment except where the second or subsequent return to duty is within any such minimum period.

(c) The provisions of clause 3.2.3(1) shall not apply in cases where it is customary for an employee to return to the place of employment to perform a specific job outside the ordinary hours of duty, or where the overtime is continuous (subject to a meal break) with the completion or commencement of ordinary hours of duty.

(10) Overtime at a Place Other than Usual Headquarters

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

(b) Except as provided in clause 3.2.6(5) and clause 3.2.7(2), when an employee is directed to work overtime at a place other than usual headquarters, and provided that the place where the overtime is to be worked is situated outside the area within a radius of 50 kilometres from usual headquarters and the time spent in travelling to and from that place is in excess of the time which the employee would ordinarily spend in travelling to and from usual headquarters, then the employee shall be granted time off in lieu of such excess time spent in actual travel in accordance with clause 3.2.8 - Excess Travelling Time.

(11) Ten Hour Break

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

(b) Provided that where an employee is directed to return to or continue work without the break provided in clause 3.2.3(11)(a) then the employee shall be paid at double the ordinary rate until released from duty, or until the employee has had ten consecutive hours off duty without loss of salary for ordinary working time occurring during such absence.

(c) The provisions of clauses 3.2.3(11)(a) and 3.2.3(11)(b), shall not apply to employees included in clause 3.2.6 - Out of Hours Contact.

3.2.4 Payment of Commuted Shiftwork Allowance on Overtime

(1) Employees who were employed up to 27 September 1990 are to be paid in accordance with the following formula:

Base rate + (Commuted Allowance) x Overtime

(2) Employees who are employed after 27 September 1990 are to be paid in accordance with the following formula:

Base rate x Overtime

3.2.5 Meal Breaks

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

(2) For the purposes of clause 3.2.5(1), where an employee is entitled to a meal break the employer will provide a meal for the employee.

3.2.6 Out of Hours Contact

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

| | | |
|---|---|---|
| Standby | Public Service Award 1992 Level 2 (minimum) weekly rate | $\times \frac{1}{38} \times \frac{38}{100}$ |
| On Call | Public Service Award 1992 Level 2 (minimum) weekly rate | $\times \frac{1}{38} \times \frac{19}{100}$ |
| Availability | Public Service Award 1992 Level 2 (minimum) weekly rate | $\times \frac{1}{38} \times \frac{19}{100} \times \frac{50}{100}$ |

Provided that payment in accordance with this subclause shall not be made with respect to any period for which payment is made in accordance with the provisions of clause 3.2.3 when the employee is recalled to work.

(2) When an employee is required to be "on call" or "available" and the means of contact is to be by land-line or satellite telephone fixed at the employee's residence the employer shall:

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

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

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

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

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

(4) Where an employee rostered for "on call" or "availability" is recalled to duty during the period for which the employee is on "out of hours contact" then the employee shall receive payment for hours worked in accordance with clause 3.2.3 - Overtime.

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

(6) Minimum overtime payment provisions do not apply to an employee rostered for "out of hours contact" duty.

(7) An employee in receipt of an "out of hours contact" allowance and who is recalled to duty shall not be regarded as having performed emergency duty in accordance with clause 3.2.7 - Emergency Duty.

(8) Employees subject to this clause shall, where practicable, be periodically relieved from any requirement to hold himself or herself on "standby", "on call" or "available".

(9) No employee shall be on out of hours contact after the last working day preceding a period of annual leave or long service leave.

3.2.7 Emergency Duty

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

(a) on a Saturday, Sunday or Public Holiday, otherwise than during prescribed hours of duty he/she shall be entitled to payment at the rate in accordance with clause 3.2.3 - Overtime for a minimum period of three hours;

(b) before or after the prescribed hours of duty on a weekday he/she shall be entitled to payment at the rate in accordance with clause 3.2.3 - Overtime for a minimum period of two and a half hours.

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

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

(4) Where an employee is required to work beyond the minimum period on the first or subsequent recall for emergency duty, the additional time worked at the conclusion of that minimum period shall be paid in accordance with the appropriate rate in clause 3.2.3 - Overtime.

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

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

3.2.8 Excess Travelling Time

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

(1) such travel is undertaken at the direction of the employer;

(2) such travel shall not include:

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

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

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

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

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

(f) time of travelling in which an employee is required by the employer to drive, outside ordinary hours of duty, a Department vehicle or to drive the employee's own motor vehicle involving the payment of mileage allowance, but such time shall be deemed to be overtime and paid in accordance with clause 3.2.3 - Overtime. Passengers, however, are entitled to the provisions of clause 3.2.8 - Excess Travelling Time;

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

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

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

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

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

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

## 3.3. - SHIFT WORK

3.3.1 In this Clause the following expressions shall have the following meaning:

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

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

"Night shift" means a shift commencing at or after 6.00 pm and before 5.59 am.

“Public holiday" shall mean a holiday provided in clause 6.5 - Public Holidays of this award.

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

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

(b) Notwithstanding the above, the minimum amount payable per shift to an employee required to work afternoon or night shift will be the allowance payable to an employee with an annual salary of Level 1.7 as per the Public Service Award 1992 using the formula at clause 3.3.2(1)(a).

(c) For the purposes of clause 3.3.2(1)(a), "annual salary" is the ordinary rate of salary payable for the position as prescribed in:

Schedule G – Expired General Agreement Salaries; or

Schedule A – Salaries

whichever provides the greatest salary.

(2) Work performed during ordinary rostered hours on the following days shall be paid for at the following rates, in lieu of the allowance prescribed in clause 3.3.2(1):

(a) Saturdays - time and one-half;

(b) Sundays - time and three quarters; and

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

Provided that in lieu of the provisions of clause 3.3.2(2)(c) and subject to agreement between the employer and the employee, work performed during ordinary rostered hours on a public holiday shall be paid for at the rate of time and one-half and the employee may, in addition be allowed a day's leave with pay to be added to annual leave to be taken at some other time within a period on one year.

(3) Weekend Penalty Rates for Casual Employees

(a) Casual employees are entitled to weekend shift penalties. Work performed during ordinary rostered hours on the following days shall be paid for at the following rates:

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

Sundays - time and three quarters.

(b) These rates are paid in addition to but not compounded on the casual loading provided for clause 2.2.4(2).

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

(5) An employee engaged on shift work who is rostered to work regularly on Sundays and/or public holidays shall be entitled to five day's leave in addition to the employee's normal entitlement to annual leave of absence for recreation. For the purposes of this subclause regular shall be defined as meaning eleven or more Sundays and/or public holidays in a twelve month period.

(6) Additional leave provided by clauses 3.3.2(2)(c), and 3.3.2(4) shall not be subject to the annual leave loading prescribed by clause 6.1.11 of this award.

(7) Work performed by an employee in excess of the ordinary hours of the employee's shift or on a rostered day off shall be paid for in accordance with the overtime provisions of clause 3.2 - Overtime of this award.

(8) (a) When an employee begins or ceases a shift between the hours of 11.00 pm and 7.00 am and no public transport is available, reimbursement at the appropriate rate of hire prescribed by clause 5.4.4 of this award shall be made if the employee's private motor vehicle or cycle is used for the journey between the employee's residence and headquarters and the return journey.

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

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

## 4. - WAGES

### 4.1. - MINIMUM ADULT AWARD WAGE

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

4.1.2 The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38-hour week is $779.00 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38-hour week is calculated as follows: divide $779.00 by 38 and multiply by the number of ordinary hours prescribed for a full-time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2021.

4.1.3 The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.

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

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

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

4.1.7 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.

4.1.8 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.

4.1.9 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 2021 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.

4.1.10 Adult Apprentices

(a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38-hour week is $665.60 per week.

(b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38-hour week is calculated as follows: divide $665.60 by 38 and multiply by the number of ordinary hours prescribed for a full-time apprentice under the award.

(c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2021.

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

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

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

## 4.2. - SALARIES

4.2.1 The annual salaries applicable to employees covered by this award shall be as per Schedule A - Salaries For Juvenile Custodial Officers, Unit Managers and Senior Officers.

4.2.2 An employee employed at Level 2 shall commence employment at Level 2.1. Provided that at the discretion of the employer, the employee may be appointed to a higher incremental level subject to previous relevant knowledge and experience.

4.2.3 Payment of Salaries

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

(2) Dividing the annual salary by 313 and multiplying the result by 12 shall compute a fortnight’s salary.

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

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

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

4.2.4 Arbitrated Safety Net Adjustments

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

(2) 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.

(3) 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.

4.2.5 Special Allowances

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

4.2.6 Amalgamation of Salary Classes

In allocating salaries or salary ranges the employer may amalgamate any two or more levels or, allocate specific salary points from a level or levels prescribed by this award in accordance with Approved Procedure 1 as determined by the Department of the Premier and Cabinet from time to time.

## 4.3. - ANNUAL INCREMENTS

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

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

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

(2) The employee will be provided with an opportunity to comment in writing.

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

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

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

4.3.4 For the purposes of this clause "continuous service", shall not include:

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

(2) any period which exceeds six months in one continuous period during which an employee is absent on workers' compensation. Provided that only that portion of such continuous absence which exceeds six months shall not count as "continuous service";

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

## 4.4. - EXPIRED GENERAL AGREEMENT SALARIES

4.4.1 No-Disadvantage Test

(1) Expired General Agreement salary rates as amended from time to time are incorporated in the award at Schedule G. These rates are not to be subject to arbitrated safety net adjustments and unless otherwise specified are only for the purpose of the no-disadvantage test as defined at s 97VS of the *Industrial Relations Act 1979*.

(2) Notwithstanding the above, if the salary rates within the award at Schedule A are higher than those expressed at Schedule G, the former rates shall be utilised for the purposes of the no-disadvantage test under the *Industrial Relations Act 1979*.

4.4.2 Salary Based Allowances

All salary based allowances specified within this award will be calculated on the applicable salary rate as specified at Schedule G of this award or the applicable award salary rate as specified at Schedule A of this award, whichever is the higher.

# 5. - ALLOWANCES AND FACILITIES

## 5.1. - HIGHER DUTIES ALLOWANCE

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

5.1.2 A shift employee who is directed by the employer to act in an office which is classified higher than the employee's own substantive office and who performs the full duties and accepts the full responsibility of the higher office for a continuous period of six consecutive hours or more, shall, subject to the provisions of this clause, be paid an allowance equal to the difference between the employee's own salary and the salary the employee would receive if the employee was permanently appointed to the office in which the employee is so directed to act.

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

5.1.4 An employee who is directed to act in a higher classified office but who is not required to carry out the full duties of the position and/or accept the full responsibilities, shall be paid such proportion of the allowance provided for in clause 5.1.1 or 5.1.2, whichever is applicable, as the duties and responsibilities performed bear to the full duties and responsibilities of the higher office. Provided that the employee shall be informed, prior to the commencement of acting in the higher classified office, of the duties to be carried out, the responsibilities to be accepted and the allowance to be paid.

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

5.1.5 Where an employee who has qualified for payment of higher duties allowance under this clause is required to act in another office or other offices classified higher than the employee's own for periods less than the relevant period specified in clause 5.1.1 or 5.1.2, whichever is applicable, without any break in acting service, such employee shall be paid a higher duties allowance for such periods: provided that payment shall be made at the highest rate the employee has been paid during the term of continuous acting or at the rate applicable to the office in which the employee is currently acting - whichever is the lesser.

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

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

(1) a period of normal annual leave; or

(2) a period of any other approved leave of absence of not more than five weeks,

the employee shall continue to receive the allowance for the period of leave, provided that this subclause shall also apply to an employee who has been in receipt of an allowance for less than twelve months if during the employee's absence no other employee acts in the office in which the employee was acting immediately prior to proceeding on leave and the employee resumes in the office immediately on return from leave.

5.1.8 For the purpose of this subclause the expression "normal annual leave" shall mean the annual period of recreation leave as referred to in clause 6.1 - Annual Leave of this award and shall include any public holidays and leave in lieu accrued during the preceding twelve months taken in conjunction with such annual leave.

5.1.9 Where employees in receipt of an allowance granted under this clause and proceeds on a period of annual leave in excess of the normal, such employees shall only receive payment of such allowance for the period of normal annual leave; and a period of any other approved leave of absence of more than four weeks, such employees shall not be entitled to receive payment of such allowance for the whole or any part of the period of such leave.

## 5.2. - DISTRICT ALLOWANCE

5.2.1 For the purposes of this clause the following terms shall have the following meanings:

"Dependant" in relation to an employee means:

(1) a partner; or

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

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

(3) “Partial Dependant" in relation to an employee (for the purpose of district allowance) means:

(a) a partner; or

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

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

5.2.2 Boundaries

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

District:

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

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

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

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

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

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

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

(2) An employee who has a dependant shall be paid double the district allowance prescribed by clause 5.2.3(1) for the district, town, or place in which the employee's headquarters is located.

(3) Where an employee has a partial dependant the total district allowance payable to the employee shall be the district allowance prescribed by clause 5.2.3(1) plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full time capacity under the award, agreement or other provision regulating the employment of the partial dependant.

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

(5) When an employee is on long service leave or other approved leave with pay (other than annual recreational leave), the employee shall only be paid district allowance for the period of such

leave if the employee, dependant/s or partial dependant/s remain in the district in which the employee's headquarters are situated.

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

(7) Except as provided in clause 5.1.3(6), a district allowance shall be paid to any employee ordinarily entitled thereto in addition to reimbursement of any travelling, transfer or relieving expenses.

(8) Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in Schedule B. - District Allowance of this award, is required to travel or temporarily reside for any period in excess of one month in any district or districts in respect of which such allowance is so payable, then notwithstanding the employee's entitlement to any such allowance provided by clause 5.7 - Relieving Allowance, and clause 5.10 -Travelling Allowance of this award the employee shall be paid for the whole of such a period a district allowance at the appropriate rate prescribed by clauses 5.1.3(1), 5.1.3(2) or 5.1.3(3), for the district in which the employee spends the greater period of time.

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

5.2.4 Part Time Employees

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

$$\frac{\text{Hours worked per fortnight}}{76} \times \frac{\text{Appropriate District Allowance}}{1}$$

5.2.5 Casual Employees

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

$$\frac{\text{Appropriate Annual District Allowance Rate}}{1} \times \frac{12}{313} \times \frac{1}{76}$$

5.2.6 Adjustment of Rates

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

## 5.3. - DISTURBANCE ALLOWANCE

5.3.1 Where an employee is transferred and incurs expenses in the areas referred to in clause 5.3.2 as a result of that transfer then the employee shall be granted a disturbance allowance and shall be reimbursed by the employer the actual expenditure incurred upon production of receipts or such other evidence as may be required.

5.3.2 The disturbance allowance shall include:

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

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

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

## 5.4. - MOTOR VEHICLE ALLOWANCE

5.4.1 For the purposes of this clause the following expressions shall have the following meanings:

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

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

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

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

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

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

5.4.2 Allowance for employees required to supply and maintain a vehicle as a term of employment:

(1) An employee who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment shall be reimbursed in accordance with the appropriate rates set out in Part 1 of Schedule C. - Motor Vehicle Allowance of this award for journeys travelled on official business and approved by the employer.

(2) An employee who is reimbursed under the provisions of clause 5.4.2(1) will also be subject to the following conditions: -

(a) For the purposes of clause 5.4.2 an employee shall be reimbursed with the appropriate rates set out in Part 1 of Schedule C. - Motor Vehicle Allowance of this award for the distance travelled from the employee's residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.

(b) Where an employee in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Part 1 of Schedule C. - Motor Vehicle Allowance of this award.

(c) Where an employee does not travel in excess of 4,000 kilometres in a year an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual distance travelled and 4,000 kilometres shall be paid to the employee provided that where the employee has less than twelve months qualifying service in the year then the 4,000 kilometre distance will be reduced on a pro rata basis and the allowance calculated accordingly.

(d) Where a part time employee is eligible for the payment of an allowance under clause 5.4.2(2)(c) such allowance shall be calculated on the proportion of total hours worked in that year by the employee to the annual standard hours had the employee been employed on a full time basis for the year.

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

(f) The employer may elect to waive the requirement that an employee supply and maintain a motor vehicle for use on official business, but three months written notice of the intention so to do shall be given to the employee concerned.

5.4.3 Allowance for employees relieving employees subject to clause 5.4.2.

(1) An employee not required to supply and maintain a motor vehicle as a term of employment who is required to relieve an employee required to supply and maintain a motor vehicle as a term of employment shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Part 1 of Schedule C. - Motor Vehicle Allowance of this award for all journeys travelled on official business and approved by the employer where the employee is required to use his/her vehicle on official business whilst carrying out the relief duties.

(2) For the purposes of clause 5.4.3(1) an employee shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Part 1 of Schedule C. - Motor Vehicle Allowance of this award for the distance travelled from the employee's residence to place of duty and the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.

(3) Where an employee in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Part 1 of Schedule C. - Motor Vehicle Allowance of this award.

(4) For the purpose of this subclause the allowance provided in clauses 5.4.2(2)(c) and 5.4.2(2)(d) shall not apply.

5.4.4 Allowance for other employees using vehicle on official business.

(1) An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by the employer voluntarily consents to use the vehicle shall for journeys travelled on official business approved by the employer be reimbursed all expenses incurred in accordance with the appropriate rates set out in Part 2 or 3 of Schedule C - Motor Vehicle Allowance of this award, whichever is applicable.

(2) For the purpose of clause 5.4.4(1) an employee shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and headquarters and the return distance from headquarters to residence.

(3) Where an employee in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate if applicable to each of the areas traversed

as set out in Part 2 or 3 of Schedule C. - Motor Vehicle Allowance of this award, whichever is applicable.

5.4.5 Allowance for towing the employer's caravan or trailer.

In case where employees are required to tow the employer's caravans on official business, the additional rate shall be 8.0 cents per kilometre. When the employer's trailers are towed on official business the additional rate shall be 4.0 cents per kilometre.

5.4.6 Special Conditions.

Not withstanding the provisions of clause 1.5. - Term of Award of this award where the cost of vehicles and petrol increase or decrease such that a corresponding increase or decrease in the allowance provided for a vehicle over 1600cc in the metropolitan area would amount to 0.1 of a cent or greater then the parties agree that the allowance shall be increased or decreased accordingly.

5.4.7 (1) When an employee begins or ceases a shift between the hours of 11.00 pm and 7.00 am and no public transport is available, reimbursement at the appropriate rate of hire prescribed by clause 5.4.4, shall be made if the employee's private motor vehicle or motorcycle is used for the journey between the employee's residence and headquarters and the return journey.

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

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

## 5.5. - PROPERTY ALLOWANCE

5.5.1 For the purposes of this clause the following expressions shall have the following meanings:

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

(2) "Dependant" in relation to an employee means:

(a) partner;

(b) child/children; or

(c) other dependant family;

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

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

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

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

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

(d) Stamp Duty.

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

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

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

(4) "Locality" in relation to an employee means:

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

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

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

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

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

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

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

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

(a) the employee owned and occupied; or

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

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

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

5.5.3 An employee shall be reimbursed such following expenses as are incurred in relation to the sale of a residence:

(1) if the employee engaged an agent to sell the residence on the employee's behalf - 50 % of the amount of the commission paid to the agent in respect of the sale of the residence;

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

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

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

5.5.4 An employee shall be reimbursed such following expenses as are incurred in relation to the purchase of a residence:

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

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

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

5.5.5 An employee is not entitled to be paid a property allowance under clause 5.5.2(2) unless the employee is entitled to be paid a property allowance under clause 5.5.2(1), provided that the employer may approve the payment of a property allowance under clause 5.5.2(2) to an employee who is not entitled to be paid a property allowance under clause 5.5.2(1) if the employer is satisfied that it was necessary for the employee to purchase a residence or land for the purpose of erecting a residence thereon in the employee's new locality because of the employee's transfer from the former locality.

5.5.6 For the purpose of this award it is immaterial that the ownership, sale or purchase is carried out on behalf of an employee who owns solely, jointly or in common with:

(1) the employee's partner, or

(2) a dependant relative, or

(3) the employee's partner and a dependant relative.

5.5.7 Where an employee sells or purchases a residence jointly or in common with another person - not being a person referred to in clause 5.5.6 the employee shall be paid only the proportion of the expenses for which the employee is responsible.

5.5.8 An application by an employee for a property allowance shall be accompanied by evidence of the payment by the employee of the expenses, being evidence that is satisfactory to the employer.

5.5.9 Notwithstanding the foregoing provisions, an employee is not entitled to the payment of a property allowance -

(1) In respect of a sale or purchase prescribed in clause 5.5.2 which is effected -

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

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

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

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

## 5.6. - PROTECTIVE CLOTHING ALLOWANCE

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

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

5.6.2 Provided with an annual allowance, as agreed between the Union and the employer, which shall incorporate the cost of purchase and laundry of the requisite protective clothing.

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

## 5.7. - RELIEVING ALLOWANCE

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

5.7.1 Where the employee:

is supplied with accommodation and meals free of charge, or

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

reimbursement shall be in accordance with the rates prescribed in Column A, Items (1), (2) or (3) of Schedule D. - Travelling, Transfer and Relieving Allowance.

5.7.2 Where employees are fully responsible for their own accommodation, meals and incidental expenses and hotel or motel accommodation is utilised:

(1) For the first 42 days after arrival at the new locality reimbursement shall be in accordance with the rates prescribed in Column A, Items (4) to (8) of Schedule D - Travelling, Transfer and Relieving Allowance.

(2) For periods in excess of 42 days after arrival in the new locality reimbursement shall be in accordance with the rates prescribed in Column B, Items (4) to (8) of Schedule D - Travelling, Transfer and Relieving Allowance for employees with dependants or Column C, Items (4) to (8) of Schedule D - Travelling, Transfer and Relieving Allowance for other employees:

Provided that the period of reimbursement under this subclause shall not exceed 49 days without the approval of the employer.

5.7.3 Where employees are fully responsible for their own accommodation, meal and incidental expenses and other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items (9), (10) or (11) of Schedule D - Travelling, Transfer and Relieving Allowance.

5.7.4 If an employee whose normal duties do not involve camp accommodation is required to relieve or perform special duty resulting in a stay at a camp, the employee shall be paid camping allowance for the duration of the period spent in camp, and in addition, shall be paid a lump sum of $209.00 to cover incidental personal expenses: Provided that an employee shall receive no more than one lump sum of $209.00 in any one period of three years.

5.7.5 Reimbursement of expenses shall not be suspended should an employee become ill whilst on relief duty, provided leave for the period of such illness is approved in accordance with the provisions of this award and the employee continues to incur accommodation, meal and incidental expenses.

5.7.6 When an employee who is required to relieve or perform special duties in accordance with the preamble of this clause is authorised by the employer to travel to the new locality in the employee's own motor vehicle, reimbursement for the return journey shall be as follows:

(1) Where the employee will be required to maintain a motor vehicle for the performance of the relieving or special duties, reimbursement shall be in accordance with the appropriate rate prescribed by clause 5.4.2 of this award.

(2) Where the employee will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement shall be on the basis of one half of the appropriate rate prescribed by clause 5.4.2 of this award. Provided that the maximum amount of reimbursement shall not exceed the cost of the fare by public conveyance which otherwise would be utilised for such return journey.

5.7.7 Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, an appropriate rate of reimbursement shall be determined by the employer.

5.7.8 The provisions of clause 5.10 - Travelling Allowance shall not operate concurrently with the provisions of this clause to permit an employee to be paid allowances in respect of both travelling and relieving expenses for the same period. Provided that where an employee is required to travel on official business which involves an overnight stay away from the employee's temporary headquarters the employer may extend the periods specified in clause 5.7.2 by the time spent in travelling.

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

## 5.8. - REMOVAL ALLOWANCE

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

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

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

(3) An allowance of $580 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport their furniture, effects and appliances provided that the employer is satisfied that the value of household furniture, effects and appliances moved by the employee is at least $3,477.

(4) Reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of $197.00.

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

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

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

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

(1) Where the employee will be required to maintain a motor vehicle for use on official business at the new headquarters, reimbursement for the distance necessarily travelled shall be on the basis of the appropriate rate prescribed by clause 5.4.2 of this award.

(2) Where the employee will not be required to maintain a motor vehicle for use on official business at the new headquarters reimbursement for the distance necessarily travelled shall be on the basis of one half of the appropriate rate prescribed by clause 5.4.3 of this award.

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

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

(5) If the employee tows the caravan, trailer or boat to the new residence, the additional rate per kilometre is to be 3.5 cents per kilometre for a caravan or boat and 2.0 cents per kilometre for a trailer.

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

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

5.8.6 Where an employee is transferred to government owned or private rental accommodation, where furniture is provided, and as a consequence the employee is obliged to store furniture, the employee shall be reimbursed the actual cost of such storage up to a maximum allowance of $1,080.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage for the value of the furniture stored. An allowance under this subclause shall not be paid for a period in excess of four years without the approval of the employer.

5.8.7 Receipts must be produced for all sums claimed.

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

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

5.8.10 For the purposes of clause 5.8.9, "elects to leave the position," means the employee freely chooses to leave the position in the ordinary course of promotion, transfer or resignation and this necessitates the employer obtaining a replacement employee.

## 5.9. - TRANSFER ALLOWANCE

5.9.1 Subject to clauses 5.9.2 and 5.9.5 an employee who is transferred to a new locality in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control, shall be paid at the rates prescribed in Column A, Item (4), (5) or (6) of Schedule D - Travelling, Transfer and Relieving Allowance for a period of 14 days after arrival at new headquarters within Western Australia or Column A, Items (7) and (8) of Schedule D - Travelling, Transfer and Relieving Allowance for a period of 21 days after arrival at a new headquarters in another State of Australia: Provided that if an employee is required to travel on official business during the said periods, such period will be extended by the time spent in travelling. Under no circumstances, however, shall the provisions of this subclause operate concurrently with those of clause 5.10 - Travelling Allowance of this award to permit an employee to be paid allowances in respect of both travelling and transfer expenses for the same period.

5.9.2 Prior to the payment of an allowance specified in clause 5.9.1, the employer shall:

(1) Require the employee to certify that permanent accommodation has not been arranged or is not available from the date of transfer. In the event that permanent accommodation is to be immediately available, no allowance is payable; and

(2) Require the employee to advise the employer that should permanent accommodation be arranged or become available within the prescribed allowance periods, the employee shall refund the pro rata amount of the allowance for that period the occupancy in permanent accommodation takes place prior to the completion of the prescribed allowance periods.

Provided also that should an occupancy date which falls within the specified allowance periods be notified to the employer prior to the employee's transfer, the payment of a pro rata amount of the allowance should be made in lieu of the full amount.

5.9.3 If an employee is unable to obtain reasonable accommodation for the transfer of the employee's home within the prescribed period referred to in clause 5.9.1 and the employer is satisfied that the employee has taken all possible steps to secure reasonable accommodation, such employee shall, after the expiration of the prescribed period to be paid in accordance with the rates prescribed by Column B, Items (4), (5), (6), (7) or (8) of Schedule D - Travelling, Transfer and Relieving Allowance as the case may require, until such time as the employee has secured reasonable accommodation: Provided that the period of reimbursement under this subclause shall not exceed 77 days without the approval of the employer.

5.9.4 When it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by an employee on transfer, an appropriate rate of reimbursement shall be determined by the employer.

5.9.5 An employee who is transferred to employer accommodation shall not be entitled to reimbursement under this clause. Provided that:

(1) where entry into employer accommodation is delayed through circumstances beyond the employee's control an employee may, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the employee and dependants less a deduction for normal living expenses prescribed in Column A, Items (15) and (16) of Schedule D - Travelling, Transfer and Relieving Allowance.

and provided that -

(2) if any costs are incurred under clause 5.3.2 of this award they shall be reimbursed by the employer.

## 5.10. - TRAVELLING ALLOWANCE

5.10.1 An employee who travels on official business shall be reimbursed reasonable expenses on the basis of clauses 5.10.2 to 5.10.12, where applicable.

5.10.2 When a trip necessitates an overnight stay away from headquarters and the employee:

(1) is supplied with accommodation and meals free of charge; or

(2) attends a course, conference, etc, where the fee paid includes accommodation and meals; or

(3) travels by rail and is provided with a sleeping berth and meals; or

(4) is accommodated at a Government institution, hostel or similar establishment and supplied with meals;

(5) reimbursement shall be in accordance with the rates prescribed in Column A, Items (1), (2) or (3) of Schedule D - Travelling, Transfer and Relieving Allowance.

5.10.3 When a trip necessitates an overnight stay away from headquarters and the employee is fully responsible for his or her own accommodation, meals and incidental expenses:

(1) where hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items (4) to (8) of Schedule D - Travelling, Transfer and Relieving Allowance; and

(2) where other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items (9), (10) or (11) of Schedule D - Travelling, Transfer and Relieving Allowance.

5.10.4 When a trip necessitates an overnight stay away from headquarters and accommodation only is provided at no charge to the employee, reimbursement shall be made in accordance with the rates prescribed in Column A, Items 1, 2 or 3 and Items 12, 13 or 14 of Schedule D - Travelling, Transfer and Relieving Allowance subject to the employees' certification that each meal claimed was actually purchased.

5.10.5 To calculate reimbursement under clauses 5.10.1 and 5.10.2 for a part of a day, the following formula shall apply:

(1) If departure from headquarters is:

before 8.00 am - 100% of the daily rate.

8.00 am or later but prior to 1.00 pm - 90% of the daily rate.

1.00 pm or later but prior to 6.00 pm - 75% of the daily rate.

6.00 pm or later - 50% of the daily rate.

(2) If arrival back at headquarters is:

8.00 am or later but prior to 1.00 pm - 10% of the daily rate.

1.00pm or later but prior to 6.00 pm - 25% of the daily rate.

6.00 pm or later but prior to 11.00 pm - 50% of the daily rate.

11.00 pm or later - 100% of the daily rate.

5.10.6 When an employee travels to a place outside a radius of 50 kilometres measured from the employee's headquarters, and the trip does not involve an overnight stay away from headquarters, reimbursement for all meals claimed shall be at the rates set out in Column A, Items (12) or (13) of Schedule D - Travelling, Transfer and Relieving Allowance subject to the employee's certification that each meal claimed was actually purchased: Provided that when an employee departs from headquarters before 8.00am and does not arrive back at headquarters until after 11.00 pm on the same day the employee shall be paid at the appropriate rate prescribed in Column A, Items (4) to (8) of Schedule D - Travelling, Transfer and Relieving Allowance.

5.10.7 When it can be shown to the satisfaction of the employer by the production of receipts that reimbursement in accordance with Schedule D - Travelling, Transfer and Relieving Allowance does not cover an employee's reasonable expenses for a whole trip the employee shall be reimbursed the excess expenditure.

5.10.8 In addition to the rates contained in Schedule D - Travelling, Transfer and Relieving Allowance an employee shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.

5.10.9 If on account of lack of suitable transport facilities an employee necessarily engages reasonable accommodation for the night prior to commencing travelling on early morning transport the employee shall be reimbursed the actual cost of such accommodation.

5.10.10 Reimbursement of expenses shall not be suspended should an employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with provisions of clause 6.2 - Sick Leave of this award, and the employee continues to incur accommodation, meal and incidental expenses.

5.10.11 Reimbursement claims for travelling in excess of 14 days in one month shall not be passed for payment by a certifying employee unless the employer has endorsed the account.

5.10.12 An employee who is relieving at or temporarily transferred to any place within a radius of 50 kilometres measured from the employee's headquarters shall not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires absence from the employee's headquarters over the usual midday meal period shall be paid at the rate prescribed by Item 17 of Schedule D - Travelling, Transfer and Relieving Allowance for each meal necessarily purchased, provided that:

(1) such travelling is not a normal feature in the performance of the employee's duties; and

(2) such travelling is not within the suburb in which the employee resides; and

(3) the employee's total reimbursement under this subclause for any one pay period shall not exceed the amount prescribed by Item (18) of Schedule D - Travelling, Transfer and Relieving Allowance.

## 5.11. - WEEKEND ABSENCE FROM RESIDENCE

5.11.1 An employee who is temporarily absent from the employee’s normal headquarters on relieving duty or travelling on official business outside a radius of 320 kilometres measured from the normal headquarters

and is necessarily absent from the employee's residence and separated from dependants, shall be granted an additional day's leave for every group of three consecutive weekends so absent, provided that each weekend shall be counted as a member of only one group. Provided that:

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

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

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

(4) the annual leave loading provided by clause 6.1 - Annual Leave of this award shall not apply to any leave entitlements under this clause.

5.11.2 Employees who are temporarily absent from their normal headquarters on relieving duty or travelling on official business outside a radius of 320 and up to 400 kilometres measured from the normal headquarters, may elect to have the benefit of concessions provided by clause 5.11.3 in lieu of those provided by clause 5.11.1. Kalgoorlie, Albany and Geraldton shall be regarded as being within a radius of 400 kilometres for the purpose of this subclause in the case of an employee resident in the Metropolitan Area.

5.11.3 Employees who are temporarily absent from their normal headquarters on relieving duty or travelling on official business within a radius of 320 kilometres measured from the employee's headquarters, and such relief duty or travel would normally necessitate the employee being absent from the employee's residence for a weekend, shall be allowed to return to such residence for the weekend. Provided that:

(1) An employee who is directed to work on a weekend by the employer shall not be entitled to the concessions.

(2) All travelling to and from the employee's residence shall be undertaken outside of the hours of duty prescribed by clause 3.1 – Hours of this award.

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

(4) When an employee is authorised by the employer to use the employee's own motor vehicle to travel to the locality where the relief duty is being performed or when travelling on official business the employee shall be reimbursed on the basis of one half (½) of the appropriate rate prescribed by clause 5.4.3 of this award for the journey to the employee's residence for the weekend and the return to the place of relief duty: Provided that the maximum amount of reimbursement shall not exceed the cost of the rail or bus fare by public conveyance which otherwise would be utilised for such journey and payment shall be made only to the owner of such vehicle.

(5) When an employee has been authorised by the employer to use a government motor vehicle in connection with the relief duty or travelling on official business, the employee shall be allowed to use that vehicle for the purpose of returning to the employee's residence for the weekend.

(6) An employee who does not use his or her own vehicle or a government motor vehicle as provided by clauses 5.11.3(4) and 5.11.3(5), shall be reimbursed the cost of the fare by public conveyance by road or rail for the journey to and from the employee's residence for the weekend.

(7) An employee who does not make use of the provisions of this clause shall be paid travelling allowance or relieving allowance as the case may require in accordance with the provisions of clause 5.7 - Relieving Allowance or clause 5.10 - Travelling Allowance of this award.

(8) Employees who return to their residence for the weekend in accordance with the provisions of this clause shall not be entitled to the reimbursement of any expenses allowed by clause 5.7 -

Relieving Allowance and clause 5.10 - Travelling Allowance of this award during the period from the time when the employee returns to the employee's other residence to the time of departing from such residence to travel to resume duty at the place away from the residence.

## 5.12. - SALARY PACKAGING ARRANGEMENT

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

5.12.2 Salary packaging is an arrangement whereby the entitlements and benefits under this award, contributing toward the Total Employment Cost (TEC) (as defined in clause 5.12.3) of an employee, can be reduced by and substituted with another or other benefits.

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

(1) the base salary;

(2) other cash allowances;

(3) non cash benefits;

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

(5) any variable components.

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

5.12.5 Notwithstanding any salary packaging arrangement, the salary rate as specified in this award, is the basis for calculating salary related entitlements specified in the award.

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

5.12.7 A salary packaging arrangement cannot increase the costs to the employer of employing an individual.

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

5.12.9 In the event of any increase in taxes, penalties or costs relating to a salary packaging arrangement, the employee may vary or cancel that salary packaging arrangement.

## 5.13. - FACILITIES FOR UNION REPRESENTATIVES

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

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

(3) The employer will recognise union representatives in the agency and will allow them to carry out their role and functions.

(4) The union will advise the employer in writing of the names of the union representatives in the agency.

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

(a) Paid time off from normal duties to perform their functions as a union representative such as organising, recruiting, handling individual matters and workplace disputes, collective bargaining, involvement in the electorate delegates committee and to attend union business in accordance with clause 6.9 - Leave to Attend Union Business of this Award.

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

(c) Paid access to periods of leave for the purpose of attending union training courses in accordance with clause 6.10 - Trade Union Training Leave of this Award. Regional representatives will be provided with appropriate travel time.

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

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

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

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

## 5.13A. - REPRESENTATION RIGHTS

Employee Entitlement to Representation

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

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

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

(4) If:

(a) a representative nominated by an employee, being an organisation within the meaning of the *Industrial Relations Act 1979* (the Act), an employee or officer of such an organisation, a union representative within the meaning of clause 5.13.2 of this Award, a person registered under section 112A of the Act, an employee or officer of such a person, or a legal practitioner, or

(b) an employee,

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

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

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

## 5.14. - ACCESS TO INFORMATON AND RESOURCES

5.14.1 The parties recognise that information technology resources have major implications for industrial and human resource functions within the workplace.

5.14.2 The employer recognises the need to provide appropriate information to all employees, so it is accessible in the workplace in either electronic or hard copy format.

5.14.3 Where the employer utilises information technology as the means of communicating to employees, the employer must ensure that where employees do not have access to technology, then alternative methods of providing this information will be used.

5.14.4 The information includes, but is not limited to policies and practice guidelines, human resource manuals, awards and agreements, internal agency news bulletins and updates and job opportunities.

# 6. - LEAVE

## 6.1. - ANNUAL LEAVE

6.1.1 Definitions:

(1) Accrued leave - is the leave an employee is entitled to from a previous calendar year.

(2) Pro-rata leave - is the proportion of leave that an employee is entitled to in the current year, either from the date of commencement, or to the date of cessation.

6.1.2 Entitlement

(1) Each employee is entitled to four weeks paid leave for each year of service. Annual leave shall be calculated on a calendar year basis commencing on 1 January in each year.

(2) To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to accrue and carry forward a maximum of two years annual leave from the date of the entitlement.

(3) An employee employed on a fixed term contract for a period greater than twelve months, shall be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract or on a part time basis for a period less than twelve months, shall be credited with the same entitlement on a pro-rata basis for the period of the contract.

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

(5) The provisions of this clause do not apply to casual employees.

6.1.3 Pro-rata Annual Leave

(1) (a) An employee employed after the first day of January in any year is entitled to pro rata annual leave for that year calculated on a daily basis. At the end of each calendar day of the year the employee will accrue 0.416 hours of paid annual leave provided the maximum accrual will not exceed 152 hours for each completed calendar year of service.

(b) Where employers have systems in place which record and report pro rata accrual of annual leave entitlements in a manner other than prescribed by this clause, that method of accrual may continue provided the system provides the same accrual over a full year. Employers must ensure that upon the cessation of employment, all pro rata annual leave entitlements accrued are equivalent to the pro rata annual leave entitlement provided by clause 6.1.3(1)(a).

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

(3) An employee may take annual leave during the calendar year in which it accrues or anytime thereafter, but the time during which the leave may be taken is subject to the approval of the employer.

6.1.4 Part time entitlement

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

6.1.5 Compaction of Annual Leave

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

6.1.6 Additional leave for the North West

(1) Employees whose headquarters are located north of 26º South Latitude shall receive an additional five working days leave on the completion of each year of continuous service in the region.

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

(3) Where an employee has served continuously for at least a year north of the 26º South Latitude, and leaves the region because of promotion or transfer, a pro rata annual leave credit to be cleared at departmental convenience shall be approved on the following basis:

| Completed months of continuous service in the region after the initial year's service | Pro Rata additional annual leave (working days) |
|---|---|
| 1 | NIL |
| 2 | NIL |
| 3 | 1 |
| 4 | 1 |
| 5 | 2 |

| | |
|---|---|
| 6 | 2 |
| 7 | 2 |
| 8 | 3 |
| 9 | 3 |
| 10 | 4 |
| 11 | 4 |

(4) Where payment in lieu of pro rata annual leave is made on the death, resignation or retirement of an employee in the region, in addition to the payment calculated on a four week basis, payment may be made for the pro rata entitlement contained in clause 6.1.3.

6.1.7 Other Additional Leave

Every employee other than an employee referred to in clause 6.1.6, to whom the employer has granted annual leave in excess of four weeks because of special circumstances shall be credited with such additional leave on a pro rata basis according to the following table.

| Completed Months of Service | Pro Rata Annual Leave (5 Additional Working Days) | Pro Rata Annual Leave (10 Additional Working Days) |
|---|---|---|
| 1 | Nil | Nil |
| 2 | Nil | 1 |
| 3 | 1 | 2 |
| 4 | 1 | 3 |
| 5 | 2 | 4 |
| 6 | 2 | 5 |
| 7 | 2 | 5 |
| 8 | 3 | 6 |
| 9 | 3 | 7 |
| 10 | 4 | 8 |
| 11 | 4 | 9 |

6.1.8 Portability

(1) Where an employee was, immediately prior to being employed in the public sector, employed in:

Any Western Australian State body or statutory authority as prescribed in Administrative Instruction 611,

The employer shall approve portability of accrued and pro rata annual leave entitlements held at the date the employee ceased that previous employment, provided that:

(a) the employee's employment with the public sector commenced no later than one week after ceasing the previous employment; and

(b) the employee was not paid out all or part of the accrued and pro rata annual leave entitlements held at the time of ceasing that previous employment.

6.1.9 Subject to clause 6.1.2(2), the employer may direct an employee to take accrued annual leave and may determine the date on which such leave shall commence. Should the employee not comply with the direction, disciplinary action may be taken against the employee.

6.1.10 Annual Leave Travel Concessions

(1) Employees stationed in remote areas

(a) The travel concessions contained in the following table are provided to employees and their dependants when proceeding on annual leave to either Perth or Geraldton from headquarters situated in District Allowance Areas 3, 4, 5 and 6 as provided for within clause 5.2.2. – District Allowance of this Award.

(b) Employees are required to serve a year in these areas before qualifying for travel concessions. However, employees who have less than a years service in these areas and who are required to proceed on annual leave to suit departmental convenience will be allowed the concessions. The concession may also be given to an employee who proceeds on annual leave before completing the year's service provided that the employee returns to the area to complete the year's service at the expiration of the period of leave.

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

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

(e) Travel concessions not utilised within twelve months of becoming due will lapse.

(f) Part-time employees are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week.

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

| | Approved Mode of Travel | | Travel Concession | | Travelling Time |
|---|---|---|---|---|---|
| (aa) | Air | | Air fare for the employee, and dependant partner and dependant children | | One day each way |
| (bb) | Road | | Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the return air fare for the employee, dependant partner and dependant children, travelling in the motor vehicle. | | North of 20° South Latitude - two and one half days each way. Remainder - two days each way. |
| (cc) | Air and Road | | Full motor vehicle allowance rates for car trip, but reimbursement not to exceed the cost of the return air fare for the employee. Air fares for the dependant partner and dependant children. | | North of 20° South Latitude - two and one half days each way. Remainder - two days each way. |

(g) Where employees are entitled to a travel concession under clause 6.1.10 and the employees' headquarters are situated in District Allowance Areas 3, 4, 5 or 6 as provided for within clause 5.2.2 – District Allowance of this Award, a travel concession covering the cost of airfares or motor vehicle allowance up to a maximum amount equivalent to the value of a return fully flexible and refundable airfare to Perth will be provided for each employee and each of their dependants when proceeding on annual leave to a location other than Perth or Geraldton.

(2) Employees whose headquarters are located 240 kilometres or more from Perth

(a) Employees, other than those designated in clause 6.1.10(1) whose headquarters are situated two hundred and forty kilometres or more from Perth General Post Office and

who travel to Perth for their annual leave may be granted by the employer reasonable travelling time to enable them to complete the return journey.

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

(a) a partner; and/or

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

who does not have an equivalent entitlement of any kind.

(4) For the purposes of the definitions at clause 6.1.10(3) a child will be considered to rely on the employee for their main financial support where that child is in receipt of income of less than half the annualised WA minimum adult wage as at 30 June of the immediate past financial year, excluding income from a disability support pension.

6.1.11 Leave Loading

(1) Subject to the provisions of clauses 6.1.11(2), 6.1.11(3) and 6.1.11(7) a loading equivalent to 17.5% of normal salary is payable to employees proceeding on annual leave, including accumulated annual leave.

(2) Subject to the provisions of clauses 6.1.11(3) and 6.1.11(7), shift workers who are granted an additional week's penalty leave when proceeding on annual leave including accumulated annual leave shall be paid:

(a) shift and weekend penalties the employee would have received had the employee not proceeded on annual leave, or

(b) a loading equivalent to 20% of normal salary for five weeks leave; whichever is the greater.

(3) Maximum Loading

(a) Subject to the provisions of clause 6.1.11(5) the loading is paid on a maximum of four weeks annual leave, or five weeks in the case of shift workers who are granted an additional week's penalty leave. Payment of the loading is not made on additional leave granted for any other purpose (eg. to employees whose headquarters are located North of the 26º South Latitude).

(b) Maximum payment shall not exceed the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding that in which the leave commences.

(c) Maximum payment to shift workers who are granted an additional week's penalty leave shall not exceed 5/4th of the Average Weekly Total Earnings of all Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter of the year immediately preceding that in which the leave commences.

(4) Annual leave commencing in any year and extending without a break into the following year attracts the loading calculated on the salary applicable on the day the leave commenced.

(5) The loading payable on approved accumulated annual leave shall be at the rate applicable at the date the leave is commenced. Under these circumstances an employee can receive up to the maximum loading for the approved accumulated annual leave in addition to the loading for the current year's entitlement.

(6) A pro rata loading is payable on periods of approved annual leave less than four weeks and less than five weeks in the case of shift workers who qualify for an additional week of shift worker leave.

(7) The loading is calculated on the rate of the normal fortnightly salary including any allowances, which are paid as a regular fortnightly or annual amount. The salary shall include the following allowances:

(a) District Allowance;

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

(c) Higher Duties Allowance, but only where the specific conditions of clauses 5.1.6 and 5.1.7 of this award are satisfied.

(8) Where payment in lieu of accrued or pro rata annual leave is made on the death or retirement of an employee, a loading calculated in accordance with the terms of this clause is to be paid on accrued and pro rata annual leave.

(a) When an employee resigns, or ceases employment, or where an employee is dismissed under Part 8 - Responsibilities and Discipline of Employees, of the Young Offenders Regulations 1995, an annual leave loading shall be paid as follows:

(9) Accrued entitlements to annual leave – a loading calculated in accordance with the terms of this clause for accrued annual leave is to be paid.

(a) Pro rata annual leave – no loading is to be paid.

(10) Part time employees shall be paid a proportion of the annual leave loading at the salary rate applicable, provided that the maximum loading payable shall be calculated in accordance with the following:

$$\frac{\text{Hours of work per fortnight}}{76} \times \frac{\text{Maximum loading in accordance with clause 6.1.11(3)(b)}}{1}$$

(11) An employee who has been permitted to proceed on annual leave and who ceases duty other than by resignation or dismissal under Part 8 - Responsibilities and Discipline of Employees of the *Young Offenders Regulations 1995*, before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion of leave loading but no refund is required in the event of the death of an employee.

(12) An employee who has been permitted to proceed on annual leave and who resigns or is dismissed under Part 8 - Responsibilities and Discipline of Employees of the *Young Offenders Regulations 1995* must refund the value of the loading paid for leave other than accrued leave.

6.1.12 (1) When an employee proceeds on the first four weeks of any annual leave there will be no accrual towards an accrued day off.

(2) Accrual towards an accrued day off will continue during any other period such as the extra week for shift workers.

(3) Any annual leave entitlements as at 1 June 1986 shall be adjusted in hours in the ratio of 38 to 40.

## 6.2. - SICK LEAVE

6.2.1 Entitlement

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

| | Sick Leave on full pay | Sick Leave on half pay |
|---|---|---|
| On the day of initial appointment | 38 hours | 15.2 hours |
| On completion of 6 months continuous service | 38 hours | 22.8 hours |
| On the completion of 12 months continuous service | 76 hours | 38 hours |
| On the completion of each further period of 12 months continuous service | 76 hours | 38 hours |

(2) An employee employed on a fixed term contract for a period greater than twelve months, shall be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract for a period less than twelve months, shall be credited with the same entitlement on a pro rata basis for the period of the contract.

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

(4) The provisions of this clause do not apply to casual employees.

6.2.2 Evidence

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

(2) The amount of sick leave granted without the production of evidence to satisfy a reasonable person required in clause 6.2.2(1) shall not exceed, in the aggregate, five working days in any one-credit year.

6.2.3 Where an application for leave is supported by the certificate of a registered medical practitioner, a further certificate from a registered medical practitioner nominated by the employer may be required and if that certificate does not confirm or substantially confirm the certificate of the medical practitioner, the employee making the application for sick leave shall pay the fee due to the nominated medical practitioner in respect of the certificate.

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

6.2.5 If the employer has reason to believe that an employee is in such a state of health as to render a danger to fellow employees or the public, the employee may be required to obtain and furnish a report as to their condition from a registered medical practitioner nominated by the employer. The fee for any such examination shall be paid by the employer.

6.2.6 Where an employee is ill during the period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of the illness the employee was confined to their place of residence or a hospital for a period of at least seven

consecutive calendar days, the employer may grant sick leave for the period during which the employee was so confined and reinstate annual leave equivalent to the period of confinement.

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

6.2.8 An employee who is absent on leave without pay is not eligible for sick leave during the currency of that leave without pay.

6.2.9 No sick leave shall be granted with pay, if the illness has been caused by the misconduct of the employee or in any case of absence from duty without sufficient cause.

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

6.2.11 Workers' Compensation

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

6.2.12 War Caused Illnesses

(1) An employee who produces a certificate from the Department of Veterans' Affairs stating that the employee suffers from war caused illness may be granted special sick leave credits of 114 hours (15 standard hour days) per annum on full pay in respect of that war caused illness. These credits shall accumulate up to a maximum credit of 342 hours (45 standard hour days), and shall be recorded separately to the employee's normal sick leave credit.

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

6.2.13 Portability

(1) The employer shall credit an employee additional sick leave credits up to those held at the date that employee ceased previous employment provided that immediately prior to commencing employment the employee was employed in the service of:

(a) the West Australian Public Service; or

(b) the Commonwealth Government of Australia; or

(c) any other State of Australia; or

(d) in a Western Australian State body or statutory authority, and the employee's employment commenced no later than one week after ceasing previous employment.

(2) The maximum break in employment permitted by clause 6.2.13(1), may be varied by the approval of the employer provided that where employment commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous employer.

6.2.14 Paid sick leave cannot be claimed in respect of any time the employee is on an accrued day off.

6.2.15 An employee whilst on paid sick leave shall continue to accrue an entitlement to an accrued day off.

6.2.16 Whilst on paid sick leave an employee shall receive the wages they would have received had they not proceeded on sick leave and shall have the accrued entitlement to paid sick leave reduced by the actual time the employee is absent from work.

6.2.17 Any sick leave accumulated as at 1 June 1986 shall be adjusted in hours in the ratio of 38 to 40.

6.2.18 For the purposes of this clause "service" shall not include:

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

(2) any period which exceeds six months in one continuous period during which an employee is absent on workers' compensation. Provided that only that portion of such continuous absence which exceeds six months shall not count as "service";

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

## 6.3. - CARER'S LEAVE

6.3.1 An employee is entitled to use, each year, any part of the employee's sick leave entitlement to provide care or support to a member of the employee's family or household who requires care or support because of:

(1) an illness or injury of the member; or

(2) an unexpected emergency affecting the member .

6.3.2 An employee shall, wherever practicable, give the employer notice of the intention to take carer's leave and the estimated length of absence. If it is not practicable to give prior notice of absence, an employee shall notify the employer as soon as possible on the first day of absence. Where possible, an estimate of the period of absence from work shall be provided.

6.3.3 An employee shall provide, where required by the employer, evidence to establish the requirement to take carer's leave. An application for carer's leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.

6.3.4 The definition of "family" shall be the definition of "relative" contained in the *Equal Opportunity Act 1984*. That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee.

6.3.5 Carer's leave may be taken on an hourly basis or part thereof.

6.3.6 Where an employee cannot take paid carer's leave for a particular occasion, an employee is entitled to unpaid carer's leave of up to two days for each occasion on which a member of the employee's family or household requires care and support because of:

(1) an illness or injury of the member;

(2) an unexpected emergency affecting the member; or

(3) the birth of a child by the member.

6.3.7 A casual employee shall be entitled to not be available to attend work or to leave work if they need to provide care or support for a member of their family or household because of:

(a) an illness or injury of the member;

(b) an unexpected emergency affecting the member; or

(c) the birth of a child by the member.

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

6.3.9 An employer must not fail to re-engage a casual employee because the casual employee accessed the entitlements provided for in clause 6.3 - Carer's Leave. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

## 6.4. - SHORT LEAVE

6.4.1 (1) The employer may, upon sufficient cause being shown, grant an employee short leave on full pay not exceeding two consecutive working days, but any leave granted under the provisions of this clause shall not exceed, in the aggregate, 22.8 working hours in any one calendar year.

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

$$\frac{\text{Hours worked per fortnight}}{76} \times \frac{22.8 \text{ hours}}{1}$$

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

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

6.4.3 An employee shall not be entitled to claim payment for short leave on a day when that employee is absent on an accrued day off. An employee whilst on short leave shall continue to accrue an entitlement to an accrued day off.

## 6.5. - PUBLIC HOLIDAYS

6.5.1 The following days shall be allowed as holidays with pay:

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

6.5.2 When any of the days mentioned in clause 6.5.1 falls on a Saturday or on a Sunday, the holiday shall be observed on the next succeeding Monday.

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

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

6.5.3 An employee whilst on a public holiday prescribed by this award shall continue to accrue an entitlement to an accrued day off. When any of the days observed as a public holiday 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.

## 6.6. - LONG SERVICE LEAVE

6.6.1 Each employee who has completed a period of seven years of continuous service in a permanent and/or fixed term contract capacity shall be entitled to 13 weeks of long service leave on full pay.

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

6.6.2 Each employee is entitled to an additional 13 weeks of long service leave on full pay for each subsequent period of seven years of continuous service.

6.6.3 A part time employee shall have the same entitlement to long service leave, as full time employees however payment made during such periods of long service leave shall be adjusted according to the hours worked by the employee during that accrual period.

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

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

(2) any period during which an employee is taking long service leave entitlement or any portion thereof except in the case of clause 6.6.9 when the period excised will equate to a full entitlement of 13 weeks;

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

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

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

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

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

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

6.6.8 An employee who has elected to retire at or over the age of 55 years and who will complete not less than 12 months continuous service before the date of retirement may make application to the employer to take

pro rata long service leave before the date of retirement, based on continuous service of a lesser period than that prescribed by this clause for a long service entitlement.

6.6.9 Compaction of leave

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

(2) Notwithstanding clause 6.6.5, an employee who has elected to compact an accrued entitlement to long service leave in accordance with clause 6.6.9(1), shall only take such leave in any period on full pay, and the period excised as "continuous service" shall be 13 weeks.

6.6.10 Portability

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

The West Australian Public Service, or

The Commonwealth of Australia, or

Any other State Government of Australia, or

Any Western Australian State body or statutory authority

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

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

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

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

6.6.11 Half Pay

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

6.6.12 When an employee proceeds on long service leave there will be no accrual towards an accrued day off. Payment for long service leave will continue to be at the ordinary weekly rate.

6.6.13 Any long service leave accumulated as at 1 June 1986 shall be adjusted in hours in the ratio of 38 to 40.

6.6.14 Lump Sum Payments

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

(a) Long service leave entitlement for continuous service as prescribed by clauses 6.6.1 and 6.6.2 shall be made to employee who resigns, retires, is retired or is dismissed or in respect of an employee who dies;

(b) pro rata long service leave based on continuous service of a lesser period than that prescribed by clauses 6.6.1 and 6.6.2 for a long service leave entitlement shall be made -

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

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

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

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

(3) The calculation of the amount due for long service leave accrued and for pro rata long service leave shall be made at the rate of salary of an employee at the date of retirement or resignation or death, whichever applies.

6.6.15 Long Service Leave on Double Pay

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

(2) Where employees proceed on long service leave on double pay in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with clause 6.6.4.

6.6.16 Cash Out of Accrued Long Service Leave Entitlement

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

(2) Where employee's cash out any portion of an accrued entitlement to long service leave in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with clause 6.6.4.

## 6.7. - BEREAVEMENT LEAVE

6.7.1 Employees, including casuals, shall on the death of:

(1) the employee's partner;

(2) a child, step-child or grandchild of the employee (including an adult child, step-child or grandchild);

(3) a parent, step-parent or grandparent of the employee;

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

(5) any other person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with the employee as a member of the employee's household;

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

6.7.2 The two days need not be consecutive.

6.7.3 Bereavement leave is not to be taken during any other period of leave.

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

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

6.7.6 Travelling time for Regional Employees

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

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

6.7.8 The provisions of this clause are not available to employees whilst on leave without pay or sick leave without pay.

6.7.9 The provisions of clauses 6.7.6 and 6.7.7 apply as follows.

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

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

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

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

## 6.8. - PARENTAL LEAVE

6.8.1 Definitions

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

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

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

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

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

6.8.2 Entitlement to Parental and Partner Leave

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

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

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

(2) An employee identified as the primary care giver of a child and who has completed twelve months continuous service in the Western Australian public sector shall be entitled to 14 weeks of paid parental leave which will form part of the 52 week entitlement provided in clause 6.8.2(1).

(3) An employee may take the paid parental leave specified in clause 6.8.2(2) at half pay for a period equal to twice the period to which the employee would otherwise be entitled.

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

(5) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed the period specified in clause 6.8.2(2) and 6.8.2(3).

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

(7) Parental leave may not be taken concurrently by an employee and the employee's partner as provided for in clause 6.8.3 or under special circumstances with the approval of the employer.

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

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

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

6.8.3 Partner Leave

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

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

6.8.4 Birth of a child

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

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

6.8.5 Adoption of a child

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

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

6.8.6 Other leave entitlements

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

(2) Subject to all other leave entitlements being exhausted an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two years. The employer's approval is required for such an extension.

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

(a) cost;

(b) lack of adequate replacement staff;

(c) loss of efficiency; and

(d) the impact on customer service.

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

(5) An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in clause 6.8.6(1) and 6.8.6(6).

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

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

6.8.7 Notice and Variation

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

(2) An employee seeking to adopt a child shall not be in breach of clause 6.8.7(1) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.

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

6.8.8 Transfer to a Safe Job

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

6.8.9 Communication during Parental Leave

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

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

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

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

(3) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with clause 6.8.9(1).

6.8.10 Replacement Employee

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

6.8.11 Return to Work

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

(2) Where an employer has made a definite decision to introduce major changes that are likely to have a significant effect on the officer's position the employer shall notify the officer while they are on parental leave.

(3) An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave.

Where the employee was transferred to a safe job the employee is entitled to return to the position occupied immediately prior to transfer.

(4) An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with the part time provisions of this award.

(5) Subject to the employer's approval an employee who has returned to work on a part time basis may revert to full time work at the same classification level within two years of the recommencement of work.

6.8.12 Effect of Parental Leave on the Contract of Employment

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

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

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

(4) An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with clause 2.2.2 of this award.

(5) The employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on parental leave but otherwise the rights of the employer in respect of termination of employment are not affected.

## 6.9. - LEAVE TO ATTEND UNION BUSINESS

6.9.1 The employer shall grant paid leave at the ordinary rate of pay during normal working hours to an employee:

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

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

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

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

6.9.2 The granting of leave is subject to convenience and shall only be approved:

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

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

(3) for those employees whose attendance is essential.

6.9.3 The employer shall not be liable for any expenses associated with an employee attending to union business.

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

6.9.5 An employee shall not be entitled to paid leave to attend to union business other than as prescribed by this clause.

6.9.6 The provisions of this clause shall not apply to:

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

(2) when an employee is absent from work without the approval of the employer; and

(3) casual employees.

## 6.10. - TRADE UNION TRAINING LEAVE

6.10.1 Subject to employers' convenience and the provisions of this clause:

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

(2) The employer shall grant paid leave of absence to attend similar courses or seminars as from time to time approved by agreement between the employer and the Union.

6.10.2 An employee shall be granted up to a maximum of five days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five days and up to ten days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten days.

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

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

(3) Subject to clause 6.10.3(1), shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.

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

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

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

6.10.5 A qualifying period of 12 months service shall be served before an employee is eligible to attend courses or seminars of more than a half-day duration. The employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months service.

6.10.6 (1) The employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.

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

## 6.11. - CULTURAL/CEREMONIAL LEAVE

6.11.1 Cultural/ceremonial leave shall be available to all employees.

6.11.2 Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.

6.11.3 Employees are entitled to time off without loss of pay for cultural /ceremonial purposes, subject to agreement between the employer and employee and sufficient leave credits being available.

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

6.11.5 The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.

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

(1) the employee's annual leave entitlements;

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

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

(4) short leave when entitlements under clauses 6.11.6(1), 6.11.6(2) and 6.11.6(3) have been fully exhausted.

6.11.7 Time off without pay may be granted by arrangement between the employer and the employee for cultural/ceremonial purposes.

## 6.12. - PURCHASED LEAVE - 44/52 SALARY ARRANGEMENT

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

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

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

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

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

| Number of Weeks Salary Spread over 52 Weeks | Number of Weeks Purchased Leave |
|---|---|
| 44 | 8 |

| | |
|---|---|
| 45 | 7 |
| 46 | 6 |
| 47 | 5 |
| 48 | 4 |
| 49 | 3 |
| 50 | 2 |
| 51 | 1 |

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

6.12.7 Where an employee who is in receipt of an allowance provided for in clause 5.1 - Higher Duties Allowance of this award proceeds on any period of purchased leave the employee shall not be entitled to receive payment of the allowance for any period of purchased leave.

When not on a period of purchased leave the employee shall receive the full entitlement to Higher Duties Allowance in accordance with clause 5.1 - Higher Duties Allowance.

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

## 6.13. - PURCHASED LEAVE - DEFERRED SALARY ARRANGEMENT

6.13.1 With the written agreement of the employer, an employee may elect to receive, over a four-year period, 80% of the salary they would otherwise be entitled to receive in accordance with the award.

6.13.2 The employer will assess each application for deferred salary on its merits and give consideration to the personal circumstances of the employee seeking the leave.

6.13.3 On completion of the fourth year, an employee will be entitled to twelve months leave and will receive an amount equal to 80% of the salary they were otherwise entitled to in the fourth year of deferment.

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

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

6.13.6 The employer will ensure that superannuation arrangements and taxation effects are fully explained to the employee by the Employing Authority. The employer will put any necessary arrangements into place.

Variation of the Arrangements

6.13.7 As an alternative to clause 6.13.5, and only by mutual agreement of the employer and the employee, the provisions of the deferred arrangement may be varied subject to the following:

(1) the term of the arrangement will not extend beyond that contemplated by this clause;

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

(3) the percentage of salary to apply during the 12 months leave as specified in clause 6.13.3 will be calculated as 80% of the average ordinary prescribed hours worked over the previous four years.

## 6.14. - STUDY ASSISTANCE

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

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

6.14.2 Study Leave

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

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

(a) agency convenience;

(b) employees undertaking an acceptable formal study load in their own time;

(c) employees making satisfactory progress with their studies;

(d) the course being an approved course as defined by clause 6.14.5;

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

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

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

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

(5) Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed in clause 6.14.2(4).

(6) Where an employee is undertaking approved study via distance education and/or is not required to attend formal classes, an employer may allow the employee to access study leave up to the maximum annual amount allowed in clause 6.14.2(4).

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

(8) An acceptable part time study load should be regarded as not less than five hours per week of formal tuition with at least half of the total formal study commitment being undertaken in the employee's own time, except in special cases such as where the employee is in the final year of

study and requires less time to complete the course, or the employee is undertaking the recommended part time year or stage and this does not entail five hours formal study.

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

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

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

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

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

(14) An employee performing service with the Australian Defence Force is not entitled to study leave for any period of service with the Australian Defence Force that they receive defence force reserves leave as provided for by clause 6.19 – Defence Force Reserves Leave.

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

6.14.3 Financial Assistance

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

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

(3) The employer and employee may agree to alternative reimbursement arrangements.

6.14.4 Cadets and Trainees

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

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

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

6.14.5 Approved Courses for Study Purposes

(1) For the purposes of clauses 6.14.2 and 6.14.3, the following are approved courses:

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

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

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

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

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

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

(2) For the purposes of clause 6.14.5(1):

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

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

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

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

(4) An employee who has completed a two year full time certificate through TAFE is eligible for study assistance to undertake a diploma course specified in clause 6.14.5(1)(c) or a degree or diploma course specified in clauses 6.14.5(1)(a) or (b).

6.14.6 Full Time Study

(1) Subject to the provisions of clause 6.14.6(2), the employer may grant an employee full time study leave with pay to undertake:

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

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

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

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

(a) The course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of clauses 6.14.2 and 6.14.5 and clause 6.15 - Leave Without Pay.

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

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

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

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

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

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

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

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

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

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

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

(9) Where employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the employer together with some local transit and accommodation expenses providing it meets the requirements of clause 6.14(6)(b). Each case is to be considered on its merits.

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

## 6.15. - LEAVE WITHOUT PAY

6.15.1 Subject to the provisions of clauses 6.15.2 and 6.15.3, the employer may grant an employee leave without pay for any period and is responsible for that employee on their return.

6.15.2 Subject to the provisions of clause 6.15.3 every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:

(1) the work of the department is not inconvenienced; and

(2) all other leave credits of the employee are exhausted.

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

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

6.15.5 An employee who is absent on any form of leave without pay for less than a total of five days in any twelve month work cycle shall not have payment reduced when proceeding on accrued days off.

6.15.6 An employee who is absent on any form of leave without pay for a total of five days or more in any twelve month work cycle will have such period of leave added to the work cycle.

## 6.16. - WITNESS AND JURY SERVICE

Witness

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

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

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

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

6.16.5 An employee subpoenaed or called as a witness under any other circumstances other than specified in clauses 6.16.2 and 6.16.4 shall be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with award provisions.

Jury

6.16.6 An employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the supervisor/manager who shall notify the employer.

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

6.16.7 An employee granted leave of absence on full pay as prescribed in clause 6.16.6 is not entitled to retain any juror's fees but shall pay all fees received into Consolidated Fund. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the employer.

## 6.17. - BLOOD/PLASMA DONORS LEAVE

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

(1) prior arrangements with the supervisor has been made and at least two days' notice has been provided; or

(2) the employee is called upon by the Red Cross Blood Centre.

6.17.2 The notification period shall be waived or reduced where the supervisor is satisfied that operations would not be unduly affected by the employee's absence.

6.17.3 The employee shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.

6.17.4 Employees shall be entitled to two hours of paid leave per donation for the purpose of donating blood to the Red Cross Blood Centre.

## 6.18. - EMERGENCY SERVICE LEAVE

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

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

6.18.3 The employee must complete a leave of absence form immediately upon return to work.

6.18.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.

6.18.5 An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with clauses 6.18.2, 6.18.3 and 6.18.4.

## 6.19. - DEFENCE FORCE RESERVES LEAVE

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

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

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

6.19.4 Paid Leave

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

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

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

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

(5) An employee is entitled to paid leave for a period not exceeding 106.4 hours on full pay in any period of 12 months commencing on 1 July in each year.

(6) An employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of twelve months commencing on 1 July. Pay for this leave shall be at the rate of the difference between the normal remuneration of the employee and the Defence Force payments

to which the employee is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.

6.19.5 Unpaid Leave

(1) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in clause 6.19.4 shall be unpaid.

(2) Casual employees are entitled to unpaid leave for the purpose of Defence service.

6.19.6 Use of Other Leave

(1) An employee may elect to use annual or long service leave credits for some or all of their absence on Defence service, in which case they will be treated in all respects as if on normal paid leave.

(2) The employer cannot compel an employee to use annual leave or long service leave for the purpose of Defence service.

## 6.20. - INTERNATIONAL SPORTING EVENTS LEAVE

6.20.1 Special leave with pay may be granted by the employer to an employee chosen to represent Australia as a competitor or official, at a sporting event, which meets the following criteria:

(1) it is a recognised international amateur sport of national significance; or

(2) it is a world or international regional competition; and

(3) no contribution is made by the sporting organisation towards the normal salary of the employee.

6.20.2 The employer shall make enquiries with the Department of Sport & Recreation:

(1) whether the application meets the above criteria;

(2) the period of leave to be granted.

## 7. - CONSULTATION AND INTRODUCTION OF CHANGE

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

7.1.2 For the purpose of this clause "significant effects" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs.

Provided that where this award or any other award or agreement makes provision for alteration of any of the matters referred to in this clause an alteration shall be deemed not to have significant effect

7.2.1 The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in clause 7.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.

7.2.2 The discussion shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in clause 7.1, unless by prior arrangement, the Union is represented on the body formulating recommendations for change to be considered by the employer.

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

## 8. - DISPUTE SETTLEMENT PROCEDURE

8.1.1 Any questions, difficulties or disputes arising under this award of employees bound by the award shall be dealt with in accordance with this clause.

8.1.2 The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three working days.

8.1.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager’s superior and an attempt made to find a satisfactory solution, within a further three working days.

8.1.4 If the dispute is still not resolved, it maybe referred by the employee/s or Union representative to the employer or his/her nominee.

8.1.5 Where the dispute cannot be resolved within five working days of the Union representatives’ referral of the dispute to the employer or his/her nominee, either party may refer the matter to the Western Australian Industrial Relation Commission.

8.1.6 The period for resolving a dispute may be extended by agreement between the parties.

8.1.7 At all stages of the procedure the employee may be accompanied by a Union representative.

## 9. - PARTIES TO THE AWARD

9.1 Director General, Department of Justice

Director General, Department of Communities

The Civil Service Association of Western Australia Incorporated

## SCHEDULE A. – SALARIES FOR JUVENILE CUSTODIAL OFFICERS, UNIT MANAGERS AND SENIOR OFFICERS

(1) Annual salaries applicable to employees covered by this Award:

| Level 2 Juvenile Custodial Officers | Salary Per Annum$ | Arbitrated Safety Net Adjustments $ | Total Salary Per Annum $ |
|---|---|---|---|
| 1 st Year | 28306 | 23389 | 51695 |
| 2 nd Year | 29009 | 23501 | 52510 |
| 3 rd Year | 29748 | 23615 | 53363 |
| 4 th Year | 30529 | 23739 | 54268 |
| 5 th Year | 31346 | 23867 | 55213 |
| Level 3 Unit Managers | | | |
| 1 st Year | 32469 | 24043 | 56512 |
| 2 nd Year | 33344 | 24181 | 57525 |
| 3 rd Year | 34246 | 24325 | 58571 |
| 4 th Year | 35172 | 24349 | 59521 |
| Level 4 Senior Officers | | | |
| 1 st Year | 36442 | 24547 | 60989 |
| 2 nd Year | 37437 | 24585 | 62022 |
| 3 rd Year | 38461 | 24746 | 63207 |

## SCHEDULE B – DISTRICT ALLOWANCE

(a) Employees Without Dependants (clause 5.2.3(1)):

(a)

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

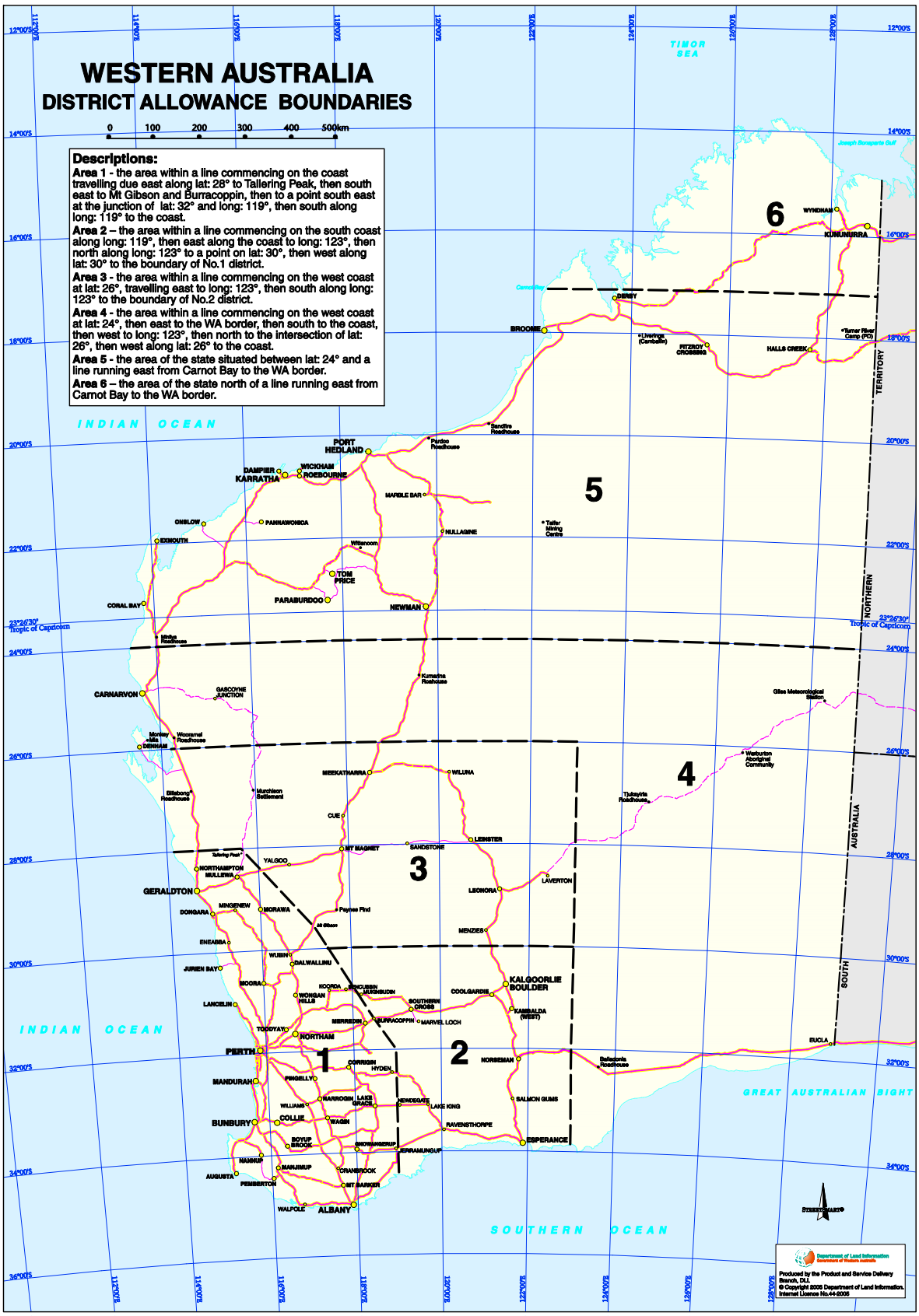
| COLUMN I | COLUMN II | COLUMN III | COLUMN IV |
|---|---|---|---|
| DISTRICT NO. | STANDARD RATE $ p.a. | EXCEPTIONS TO STANDARD RATE TOWN OR PLACE | RATE $ p.a. |
| 1 | Nil | Nil | Nil |

(b) Employees with dependants (clause 5.2.3(2)):

Double the appropriate rate as prescribed in (a) above for employees without dependants.

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

SCHEDULE B - DISTRICT ALLOWANCE MAP



## SCHEDULE C – MOTOR VEHICLE ALLOWANCE

AS FROM THE FIRST PAY PERIOD ON OR AFTER 15 JULY 2008

Part 1 – Motor Car

| Area Details | Rate (cents) per kilometre Engine Displacement (in cubic centimetres) | | |
|---|---|---|---|
| | Over 2600cc | Over 1600ccto 2600cc | 1600ccand under |
| Metropolitan Area | | | |
| First 4000 kms | 185.5 | 127.4 | 101.0 |
| Over 4000 up to 8000 kms | 80.7 | 58.8 | 48.9 |
| Over 8000 up to 16000 kms | 45.8 | 35.9 | 31.5 |
| Over 16000 kms | 50.6 | 38.1 | 32.4 |
| South West Land Division | | | |
| First 4000 kms | 187.4 | 128.6 | 102.2 |
| Over 4000 up to 8000 kms | 82.2 | 59.6 | 49.7 |
| Over 8000 up to 16000 kms | 47.1 | 36.6 | 32.2 |
| Over 16000 kms | 51.9 | 38.7 | 33.0 |
| North of 23.5o South Latitude | | | |
| First 4000 kms | 203.9 | 139.4 | 110.7 |
| Over 4000 up to 8000 kms | 89.1 | 64.3 | 53.5 |
| Over 8000 up to 16000 kms | 50.8 | 39.3 | 34.4 |
| Over 16000 kms | 53.9 | 40.4 | 34.5 |
| Rest of State | | | |
| First 4000 kms | 194.7 | 133.1 | 105.3 |
| Over 4000 up to 8000 kms | 85.2 | 61.6 | 51.1 |
| Over 8000 up to 16000 kms | 48.7 | 37.7 | 33.1 |
| Over 16000 kms | 52.7 | 39.4 | 33.6 |

Part 2 – Motor Car

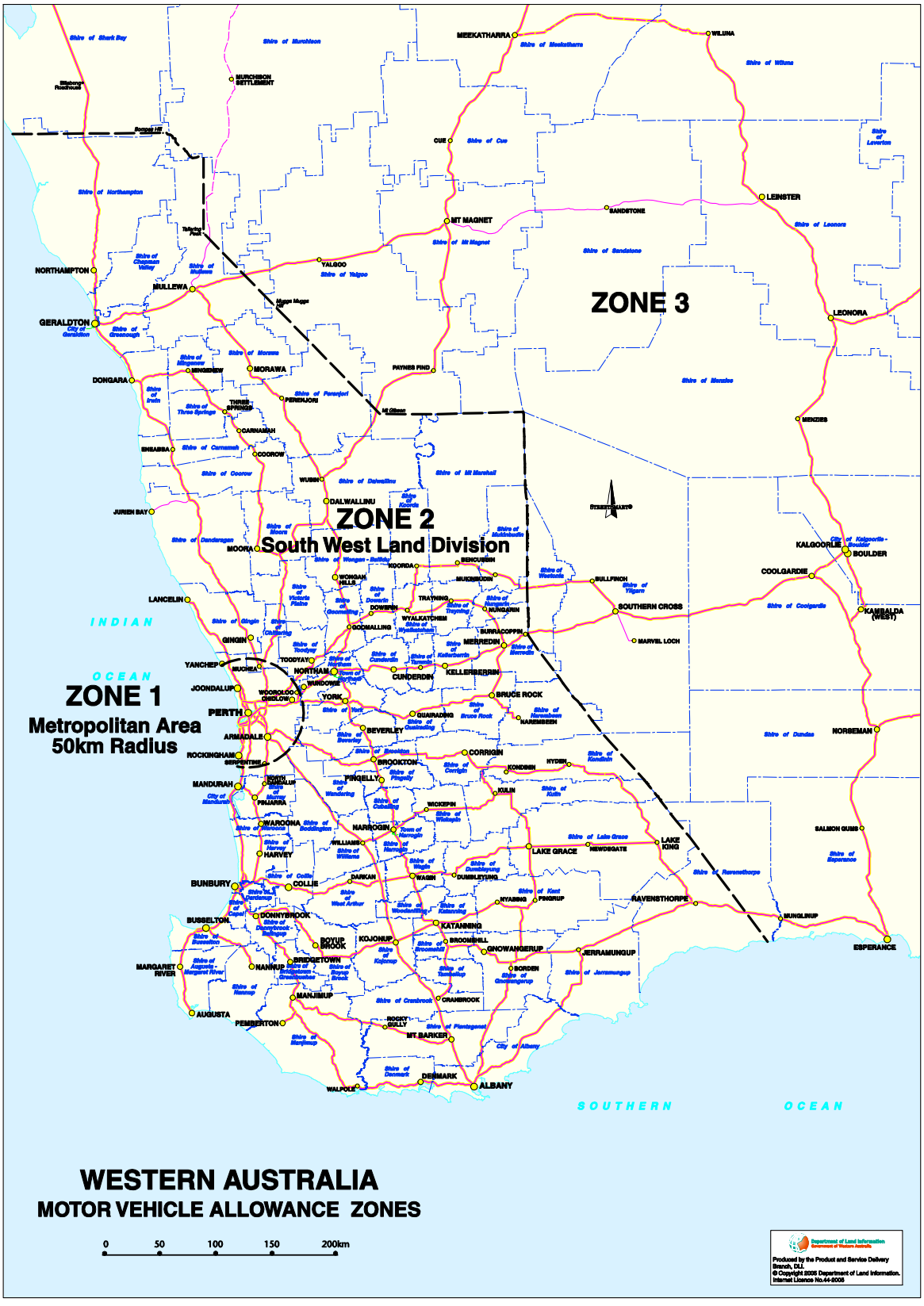
| Area Details | Rate (cents) per kilometre Engine Displacement (in cubic centimetres) | | |
|---|---|---|---|
| | Over 2600cc | Over 1600cc to 2600cc | 1600cc and under |
| Metropolitan Area | 89.5 | 64.5 | 53.2 |
| South West Land Division | 91.0 | 65.4 | 54.0 |
| North of 23.5o South Latitude | 98.6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

Part 3 – Motor Cycle

| Distance travelled during a year on Official Business | Rate Cents per Kilometre |
|---|---|
| Rate per kilometre | 31.0 |

SCHEDULE C – MOTOR VEHICLE ALLOWANCE ZONES

SCHEDULE C – MOTOR VEHICLE ALLOWANCE ZONES




# WESTERN AUSTRALIA
## MOTOR VEHICLE ALLOWANCE ZONES

Produced by the Product and Service Delivery Branch, DLI.
© Copyright 2008 Department of Land Information.
Internet Licence No.44-2008

SCHEDULE

**1. Schedule D – Travelling, Transfer and Relieving Allowance: Delete this schedule and insert the following in lieu thereof:**

SCHEDULE D – TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

| ITEM | PARTICULARS | COLUMN A DAILY RATE | COLUMN B DAILY RATE OFFICERS WITH DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 5.7(2)(b)) TRANSFER ALLOWANCE FOR PERIOD IN EXCESS OF PRESCRIBED PERIOD (CLAUSE 5.9(3)) | COLUMN C DAILY RATE OFFICERS WITHOUT DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 5.7(2)(b)) |
|---|---|---|---|---|
| ALLOWANCE TO MEET INCIDENTAL EXPENSES | | | | |
| | | $ | $ | $ |
| (1) | WA - South of 26° South Latitude | 14.55 | | |
| (2) | WA - North of 26° South Latitude | 21.70 | | |
| (3) | Interstate | 21.70 | | |
| ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL | | | | |
| | | $ | $ | $ |
| (4) | WA - Metropolitan Hotel or Motel | 305.45 | 152.70 | 101.80 |
| (5) | Locality South of 26º South Latitude | 208.55 | 104.30 | 69.50 |
| (6) | Locality North of 26° South Latitude | | | |
| | Broome | 456.70 | 228.35 | 152.25 |
| | Carnarvon | 255.15 | 127.55 | 85.05 |
| | Dampier | 366.70 | 183.35 | 122.25 |
| | Derby | 342.20 | 171.10 | 114.05 |
| | Exmouth | 292.70 | 146.35 | 97.55 |
| | Fitzroy Crossing | 370.20 | 185.10 | 123.40 |
| | Gascoyne Junction | 291.70 | 145.85 | 97.25 |
| | Halls Creek | 247.20 | 123.60 | 82.40 |
| | Karratha | 445.70 | 222.85 | 148.55 |
| | Kununurra | 331.70 | 165.85 | 110.55 |
| | Marble Bar | 271.70 | 135.85 | 90.55 |
| | Newman | 338.95 | 169.50 | 113.00 |
| | Nullagine | 256.70 | 128.35 | 85.55 |
| | Onslow | 273.30 | 136.65 | 91.10 |
| | Pannawonica | 192.70 | 96.35 | 64.25 |
| | Paraburdoo | 259.70 | 129.85 | 86.55 |
| | Port Hedland | 367.15 | 183.55 | 122.40 |
| | Roebourne | 241.70 | 120.85 | 80.55 |
| | Shark Bay | 240.20 | 120.10 | 80.05 |
| | Tom Price | 320.20 | 160.10 | 106.75 |
| | Turkey Creek | 235.70 | 117.85 | 78.55 |
| | Wickham | 508.70 | 254.35 | 169.55 |

| | | | | |
|---|---|---|---|---|
| | Wyndham | 254.70 | 127.35 | 84.90 |
| (7) | Interstate - Capital City | | | |
| | Sydney | 304.90 | 152.45 | 101.60 |
| | Melbourne | 288.55 | 144.30 | 96.15 |
| | Other Capitals | 270.10 | 135.05 | 89.95 |
| (8) | Interstate - Other than Capital City | 208.55 | 104.30 | 69.50 |

ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL

| | | |
|---|---|---|
| (9) | WA - South of 26° South Latitude | 93.65 |
| (10) | WA - North of 26° South Latitude | 128.25 |
| (11) | Interstate | 128.25 |

TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL INVOLVING AN OVERNIGHT STAY WHERE ACCOMMODATION ONLY IS PROVIDED.

| | | |
|---|---|---|
| (12) | WA - South of 26° South Latitude: | |
| | Breakfast | 16.30 |
| | Lunch | 16.30 |
| | Dinner | 46.50 |
| (13) | WA - North of 26° South Latitude | |
| | Breakfast | 21.20 |
| | Lunch | 33.20 |
| | Dinner | 52.20 |
| (14) | Interstate | |
| | Breakfast | 21.20 |
| | Lunch | 33.20 |
| | Dinner | 52.20 |

DEDUCTION FOR NORMAL LIVING EXPENSES (CLAUSE 5.9.5(1))

| | | |
|---|---|---|
| (15) | Each Adult | 26.25 |
| (16) | Each Child | 4.50 |

MIDDAY MEAL (CLAUSE 5.10.12)

| | | |
|---|---|---|
| (17) | Rate per meal | 6.35 |
| (18) | Maximum reimbursement per pay period | 31.75 |

The allowances prescribed in this Schedule shall operate from the beginning of the first pay period commencing on or after 21 April 2010.

## SCHEDULE E CLAUSE 3.2 - OVERTIME

PART I – OUT OF HOURS CONTACT

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

| | |
|---|---|
| Standby | $11.34 per hour |
| On Call | $5.67 per hour |
| Availability | $2.84 per hour |

Clause 4.4.2 of the award defines salary for calculation purposes.

PART II – MEALS

(Operative from the first pay period commencing on or from 24th September 2010)

| | | |
|---|---|---|
| Breakfast | $10.15 | per meal |
| Lunch | $12.45 | per meal |
| Evening Meal | $14.95 | per meal |
| Supper | $10.15 | per meal |

## SCHEDULE F - MEMORANDUM OF AGREEMENT

(1) TERMINATION

The following provisions relating to the implementation of the 38 hour week are agreed between the parties.

(a) An employee subject to the provisions of clause 3.1.1, 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 day off for which payment has not already been made for periods of two weeks or over provided that payment shall be made for completed weeks only.

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

(2) WORKERS' COMPENSATION

(a) Where an employee is on Workers' Compensation for periods less than a total of 20 consecutive work days in a twelve monthly work cycle such employee will accrue towards and be paid for the succeeding accrued days off following such absence.

(b) Where an employee is on Workers' Compensation for periods greater than a total of twenty consecutive days in a twelve month work cycle such employees will have the period of Workers' Compensation added to the work cycle.

(c) Where an employee is on Workers' Compensation for periods greater than 20 consecutive work days and an accrued day off as prescribed in clause 3.1.1 falls within the period the employee shall be re-rostered for another accrued day off on completion of the twenty week work cycle following such absence.

(3) TRADE OFFS

(a) Payment of Wages into Bank Account

Payment of wages, by arrangement between the employer and an employee shall be paid into the employee's bank account or in any other financial institution's account. Cheque payments may be substituted for the payment of wages in cases of genuine hardship.

(b) Beverage Charges

Where staff consume morning or afternoon beverages a charge of fifty cents per week will be made. The charge will be reviewed in relation to the annual movement in the CPI as at 31 December each year.

(c) Meal Break Provision

(i) the practice that applies as at 1 February 1985 in certain areas of Institution Officers not claiming their meal break during shifts is to continue;

(ii) the practice prescribed in paragraph (1) above will continue to apply only to employees in the areas prescribed in paragraph (i);

(iii) the provisions of paragraphs (i) and (ii) will continue to apply to the employees in the areas prescribed, notwithstanding any changes after 1 February 1985 to the Public Service Overtime Award No. 10 of 1978, and/or the Public Service Shift Work Agreement No. 24 of 1978;

(iv) the employees prescribed in paragraphs (i) and (ii) shall not be entitled to overtime payment for the time worked after the meal breaks not claimed, notwithstanding any changes after

1/2/85 to the Public Service Overtime Award No. 10 of 1978 and/or the Public Service Shift Work Agreement No. 24 of 1978.

SCHEDULE G – EXPIRED GENERAL AGREEMENT SALARIES

| | Existing Annual Salary at date of pay period on and from 13 June 2016 (Not to be subject to arbitrated safety net adjustments) |
|---|---|
| | $ Per Annum |
| Juvenile Custodial Officers | |
| 1st Year | $59,172 |
| 2nd Year | $60,781 |
| 3rd Year | $62,482 |
| 4th Year | $64,256 |
| | |
| Unit Managers | |
| 1st Year | $67,896 |
| 2nd Year | $69,781 |
| 3rd Year | $71,723 |
| 4th Year | $73,717 |
| | |
| Senior Officers | |
| 1st Year | $76,452 |
| 2nd Year | $78,593 |
| 3rd Year | $80,797 |
| | |

## SCHEDULE H – PRESERVATION OF PUBLIC HOLIDAYS

(1) CLAUSE 5.2 OF THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION ORDER IN APPLICATION P9 OF 2001 AND P38 OF 2001 WILL APPLY TO EMPLOYEES EMPLOYED PURSUANT TO THIS AWARD.

(2) The clause referred to in subclause (1) of this Schedule states as follows:

> "5.2 However, the preservation, for workers employed prior to 25 April 1989, of arrangements regarding work on public holidays will be maintained. This means that employees engaged prior to 25 April 1989 receive ten additional days leave in recognition of working public holidays in accordance with the roster and employees engaged on or after 25 April 1989 receive five additional days leave in recognition of working public holidays in accordance with the roster. These days are taken in conjunction with annual leave."

V A R I A T I O N R E C O R D (TO BE UPDATED TO REFLECT THE 2009 SWC ON 02-10-09)

| **JUVENILE CUSTODIAL OFFICERS' AWARD** |
|---|
| Inserted Following Order P 11 of 2009 – (Delivered 21 September 2009 which had effect from the beginning of the first pay period on or after 18 September 2009 – see 89 WAIG 2112).<br><br>For Variations Prior To Order P 11 of 2009 See The Following Below (Previous) Variation Record. |

| CLAUSE NO. | EXTENT OF VARIATION | ORDER NO. | OPERATIVE DATE | GAZETTE REFERENCE |
|---|---|---|---|---|
| **1. – AWARD STRUCTURE** | | | | |
| **1.1 Title** | | | | |
| | Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| **1.2 Arrangement** | | | | |
| | Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| | Cl | P 5/2019 | 01/01/21 | 101 WAIG 23 |
| **1.3 Area of Operation** | | | | |
| | Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| **1.4 Scope** | | | | |
| | Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| | Cl | P 4/18 | 21/12/18 | 99 WAIG 43 |
| | Correction | P 4/18 | 21/12/18 | 99 WAIG 231 |

**1.5 Term of Award**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**1.6 Definitions**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| Cl | P 4/18 | 21/12/18 | 99 WAIG 43 |
| Correction | P 4/18 | 21/12/18 | 99 WAIG 231 |

**1.7 Copies of Award**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**2. – CONTRACT OF SERVICE**

**2.1 Certificate of Service**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**2.2 Contract of Service**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**2.3 Keeping of and Access to Employment Records**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**2.4 Right of Entry and Inspection by Authorised Representatives**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**3. – HOURS OF WORK**

**3.1 Hours**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**3.2 Overtime**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**3.3 Shift Work**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**4. – WAGES**

**4.1 Minimum Adult Award Wage**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| Cl. | 1/09 | 01/10/09 | 89 WAIG 735 & 1650 |
| Cl. | 2/10 | 01/07/10 | 90 WAIG 568 & 1112 |
| Cl. | 2/11 | 01/07/11 | 91 WAIG 1008 & 1598 |
| Cl. | 2/12 | 01/07/12 | 92WAIG 1277 |
| Cl. | 1/13 | 01/07/13 | 93 WAIG 946 |
| Cl. | 1/14 | 01/07/14 | 94 WAIG 1167 |
| Cl. | 1/15 | 01/07/15 | 95 WAIG 1144 |
| Cl. | 1/16 | 01/07/16 | 96 WAIG 990 |
| Cl. | 1/17 | 01/07/17 | 97 WAIG 1055 |
| Cl. | 1/18 | 01/07/18 | 98 WAIG 263 & 772 |
| Cl | 1/19 | 01/07/19 | 99 WAIG 509 & 1093 |

| | | | |
|---|---|---|---|
| Cl. | 1/20 | 01/01/21 | 100 WAIG 877 |
| Cl. | 1/21 | 01/07/21 | 101 WAIG 880 |

**4.2 Salaries**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**4.3 Annual Increments**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**4.4 Expired General Agreement Salaries**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| Cl 4.3.1 and 4.3.2 | P 10/11 | 6/07/11 | 91 WAIG 1067 |

**5. – ALLOWANCES AND FACILITIES**

**5.1 Higher Duties Allowance**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**5.2 District Allowance**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**5.3 Disturbance Allowance**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**5.4 Motor Vehicle Allowance**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

| | | | |
|---|---|---|---|
| Cl 5.4.5 | P 35/10 | 24/9/10 | 90 WAIG 1743 |
| Cl 5.4.5 | P 12/2012 | 08/08/12 | 92 WAIG 1582 |

**5.5 Property Allowance**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| 5.5.1(3)(a) | P 10/11 | 6/07/11 | 91 WAIG 1067 |
| 5.5.1(8) Ins | P 10/11 | 6/07/11 | 91 WAIG 1067 |

**5.6 Protective Clothing Allowance**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**5.7 Relieving Allowance**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| Cl 5.7.4 | P 35/10 | 24/9/10 | 90 WAIG 1743 |
| Cl 5.7.4 | P 14/11 | 16/9/11 | 91 WAIG 2146 |
| Cl 5.7.4 | P 12/2012 | 08/08/12 | 92 WAIG 1582 |
| Cl 5.7.4 | P 10/14 | 22/01/15 | 95 WAIG 231 |
| Cl 5.7.4 | P 4/15 | 13/11/15 | 95 WAIG 1824 |
| Cl 5.7.4 | P 4/18 | 21/12/18 | 99 WAIG 43 |
| Correction | P 4/18 | 21/12/18 | 99 WAIG 231 |

**5.8 Removal Allowance**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| Cl 5.8.1(3), 5.8.1(4), 5.8.6 | P 35/10 | 24/9/10 | 90 WAIG 1743 |
| Cl 5.8.1(3), 5.8.1(4), 5.8.6 | P 14/11 | 16/9/11 | 91 WAIG 2146 |

| | | | |
|---|---|---|---|
| Cl 5.8.1(3), 5.8.1(4), 5.8.6 | P 12/2012 | 08/08/12 | 92 WAIG 1582 |
| Cl 5.8.1(3), 5.8.1(4), 5.8.6 | P 10/14 | 22/01/15 | 95 WAIG 231 |
| Cl 5.8.1(3), 5.8.1(4), 5.8.6 | P 4/15 | 13/11/15 | 95 WAIG 1824 |
| Cl 5.8.1(3) & (4), Cl 5.8.6 | P 4/18 | 21/12/18 | 99 WAIG 43 |
| Correction | P 4/18 | 21/12/18 | 99 WAIG 231 |

**5.9 Transfer Allowance**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**5.10 Travelling Allowance**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| Sch | P 3/10 | 21/4/10 | 90 WAIG 402 |

**5.11 Weekend Absence from Residence**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**5.12 Salary Packaging Arrangement**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| 5.12.6 | P 22/19 | 26/08/20 | 100 WAIG 1371 |

**5.13 Facilities for Union Representatives**

| | | | |
|---|---|---|---|
| Cl | P 5/2019 | 01/01/21 | 101 WAIG 23 |

(5.13 Union Facilities for Union Representatives)

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**5.13A Representation Rights**

| | | | |
|---|---|---|---|
| Ins. Cl | P 5/2019 | 01/01/21 | 101 WAIG 23 |

**5.14 Access to Information and Resources**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6. – LEAVE**

**6.1 Annual Leave**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| 6.1.10 | P 10/11 | 6/07/11 | 91 WAIG 1067 |

**6.2 Sick Leave**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.3 Carer's Leave**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.4 Short Leave**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.5 Public Holidays**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

| | | | |
|---|---|---|---|
| 6.5.1 | P 22/19 | 26/08/20 | 100 WAIG 1371 |

**6.6 Long Service Leave**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.7 Bereavement Leave**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| 6.7.1 | P 10/11 | 6/07/11 | 91 WAIG 1067 |

**6.8 Parental Leave**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.9 Leave to Attend Union Business**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.10 Trade Union Training Leave**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.11 Cultural/Ceremonial Leave**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.12 Purchased Leave – 44/52 Salary Arrangement**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.13 Purchased Leave – Deferred Salary Arrangement**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.14 Study Assistance**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.15 Leave Without Pay**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.16 Witness and Jury Service**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.17 Blood/Plasma Donors Leave**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.18 Emergency Service Leave**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.19 Defence Force Reserves Leave**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**6.20 International Sporting Events Leave**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**7. – CONSULTATION AND INTRODUCTION OF CHANGE**

| | | | |
|---|---|---|---|
| Cl. Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**8. – DISPUTE SETTLEMENT PROCEDURE**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**9. – PARTIES TO THE AWARD**

| | | | |
|---|---|---|---|
| Cl Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| Cl | P 4/18 | 21/12/18 | 99 WAIG 43 |
| Correction | P 4/18 | 21/12/18 | 99 WAIG 231 |

**SCHEDULE A SALARIES FOR JUVENILE CUSTODIAL OFFICERS, UNIT MANAGERS AND SENIOR OFFICERS**

| | | | |
|---|---|---|---|
| Sch Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| Sch. | 1/09 | 01/10/09 | 89 WAIG 735 & 1650 |
| Sch. | 2/10 | 01/07/10 | 90 WAIG 568 & 1112 |
| Sch | 2/11 | 01/07/11 | 91 WAIG 1008 & 1598 |
| Cl. | 2/12 | 01/07/12 | 92WAIG 1277 |
| Cl. | 1/13 | 01/07/13 | 93 WAIG 946 |
| Cl. | 1/14 | 01/07/14 | 94 WAIG 1167 |
| Cl. | 1/15 | 01/07/15 | 95 WAIG 1144 |
| Cl. | 1/16 | 01/07/16 | 96 WAIG 990 |
| Cl. | 1/17 | 01/07/17 | 97 WAIG 1055 |
| Cl. | 1/18 | 01/07/18 | 98 WAIG 263 & 772 |
| Cl | 1/19 | 01/07/19 | 99 WAIG 509 & 1093 |

| | | | |
|---|---|---|---|
| Cl. | 1/20 | 01/01/21 | 100 WAIG 877 |
| Cl. | 1/21 | 01/07/21 | 101 WAIG 880 |

**SCHEDULE B DISTRICT ALLOWANCE**

| | | | |
|---|---|---|---|
| Sch Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| Sch Ins | P 48/10 | 25/01/11 | 91 WAIG 193 |
| Schedule | P 5/12 | 01/07/2012 | 92 WAIG 1581 |

**SCHEDULE C MOTOR VEHICLE ALLOWANCE**

| | | | |
|---|---|---|---|
| Sch Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| Sch Ins | P 48/10 | 01/07/11 | 91 WAIG 193 |

**SCHEDULE D TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE**

| | | | |
|---|---|---|---|
| Sch Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| Sch | P 3/10 | 21/4/10 | 90 WAIG 402 |
| Sch | P 26/10 | 21/4/10 | 90 WAIG 1744 |

**SCHEDULE E OVERTIME**

| | | | |
|---|---|---|---|
| Sch Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| Part II | P 35/10 | 24/9/10 | 90 WAIG 1743 |
| Part I | P 39/10 | 2/2/11 | 91 WAIG 195 |
| Part I | P 23/11 | 16/1/2012 | 92 WAIG 143 |
| Part I | P 4/18 | 21/12/18 | 99 WAIG 43 |
| Correction | P 4/18 | 21/12/18 | 99 WAIG 231 |

**SCHEDULE F MEMORANDUM OF AGREEMENT**

| | | | |
|---|---|---|---|
| Sch Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

**SCHEDULE G EXPIRED GENERAL AGREEMENT SALARIES**

| | | | |
|---|---|---|---|
| Sch Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |
| Sch | P 23/11 | 16/1/2012 | 92 WAIG 143 |
| Sch | P 4/18 | 21/12/18 | 99 WAIG 43 |
| Correction | P 4/18 | 21/12/18 | 99 WAIG 231 |

**SCHEDULE H PRESERVATION OF PUBLIC HOLIDAYS**

| | | | |
|---|---|---|---|
| Sch Ins | P 11/09 | 18/9/09 | 89 WAIG 2112 |

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

**(PRIOR TO ORDER P 11 OF 2009)**

# INSTITUTION OFFICERS ALLOWANCES AND CONDITIONS AWARD 1977,

## NO. 3 OF 1977

Delivered 15/03/77 at 57 WAIG 424

| CLAUSE NO. | EXTENT OF VARIATION | ORDER NO. | OPERATIVE DATE | GAZETTE REFERENCE |
|---|---|---|---|---|
| **1. Title** | | | | |
| | Cl. | P 36/93 | 02/03/94 | 74 WAIG 900 |
| (1A. State Wage Principles) | | | | |
| | Ins. Cl. | 1752/91 | 31/01/92 | 72 WAIG 191 |
| | Cl. & Title | 1457/93 | 24/12/93 | 74 WAIG 198 |
| (1A. State Wage Principles December 1993) | | | | |
| | Cl. & Title | 985/94 | 30/12/94 | 75 WAIG 23 |
| (1A. Statement of Principles December 1994) | | | | |
| | Cl. & Title | 1164/95 | 21/03/96 | 76 WAIG 911 |
| (1A. Statement of Principles March 1996) | | | | |
| | Cl & Title | 915/96 | 7/08/96 | 76 WAIG 3368 |
| (1A Statement of Principles - August 1996) | | | | |
| | Cl & Title | 940/97 | 14/11/97 | 77 WAIG 3177 |
| (1A. Statement of Principles - November 1997) | | | | |
| | Cl. & Title | 757/98 | 12/06/98 | 78 WAIG 2579 |
| (1A. Statement of Principles - June, 1998) | | | | |
| | Del. Cl. & Title | 609/99 | 06/07/99 | 79 WAIG 1847 |
| (1B. Minimum Adult Award Wage) | | | | |
| | Ins. 1B | 940/97 | 14/11/97 | 77 WAIG 3177 |
| | (2),(3) & (5) 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 |
| | Del.- Cl | 797/02 | 01/08/02 | 82 WAIG 1369 |
| **2. Arrangement** | | | | |
| | Cl. | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |
| | Ins. 1A | 1752/91 | 31/01/92 | 72 WAIG 191 |
| | 1A. Title | 1457/93 | 24/12/93 | 74 WAIG 198 |
| | Ins. 19 | P 36/93 | 02/03/94 | 74 WAIG 900 |
| | 1A. Title | 985/94 | 30/12/94 | 75 WAIG 23 |
| | 1A. Title | 1164/95 | 21/03/96 | 76 WAIG 911 |
| | 1A. Title | 915/96 | 7/08/96 | 76 WAIG 3368 |
| | 1A | 940/97 | 14/11/97 | 77 WAIG 3177 |
| | Ins. 1B | 940/97 | 14/11/97 | 77 WAIG 3177 |
| | 1A. Title | 757/98 | 12/06/98 | 78 WAIG 2579 |
| | Ins. Title | P 10/98 | 25/09/98 | 78 WAIG 4881 |
| | Del. 1A | 609/99 | 06/07/99 | 79 WAIG 1847 |
| | Del. 1B | 797/02 | 01/08/02 | 82 WAIG 1369 |
| **3. Scope** | | | | |

| | | | |
|---|---|---|---|
| Cl. | P 36/93 | 02/03/94 | 74 WAIG 900 |
| Text | P 10/98 | 25/09/98 | 78 WAIG 4881 |

(4. Hours of Duty)

| | | | |
|---|---|---|---|
| Cl. & title | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |

**4. Definition**

(5. Contract of Service)

| | | | |
|---|---|---|---|
| Cl. & title | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |

**5. Hours of Duty**

(6. Leave of Absence)

| | | | |
|---|---|---|---|
| Cl. & title | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |

**6. Contract of Service**

(7. Allowances)

| | | | |
|---|---|---|---|
| Cl. & title | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |

**7. Annual Recreation Leave**

(8. Car Allowance)

| | | | |
|---|---|---|---|
| Cl. & title | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |

**8. Long Service Leave**

(9. Overtime)

| | | | |
|---|---|---|---|
| Cl. & title | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |

**9. Sick Leave**

(10. Copies of Award)

| | | | |
|---|---|---|---|
| Cl. & title | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |

**10. Short Leave**

(11. Term of Award)

| | | | |
|---|---|---|---|
| Cl. & title | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |

**11. Leave Without Pay**

**12. Study Leave**

| | | | |
|---|---|---|---|
| Ins. Cl. | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |

**13. Public Service Holidays**

| | | | |
|---|---|---|---|
| Ins. Cl. | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |

**14. Allowances**

| | | | |
|---|---|---|---|
| Ins. Cl. | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |

**15. Car Allowance**

| | | | |
|---|---|---|---|
| Ins. Cl. | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |
| Cl. | P4/94 | 01/09/90 | 74 WAIG 1754 |

**16. Overtime**

| | | | |
|---|---|---|---|
| Ins. Cl. | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |

**7. Copies of Award**

| | | | |
|---|---|---|---|
| Ins. Cl. | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |

**18. Term of Award**

| | | | |
|---|---|---|---|
| Ins. Cl. | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |

**19. Parties to the Award**

| | | | |
|---|---|---|---|
| Ins. Cl. | P 36/93 | 02/03/94 | 74 WAIG 900 |
| Text | P 10/98 | 25/09/98 | 78 WAIG 4881 |

**20. Salary Packaging**

| | | | |
|---|---|---|---|
| Ins. Cl. | P 10/98 | 25/09/98 | 78 WAIG 4881 |

**Schedule**

| | | | |
|---|---|---|---|
| Ins. Sch. | PSA 33/86 | 01/06/86 | 66 WAIG 1644 |