

Mental Health Nurses' Consolidated Award 1981 No. 13 of 1947

1. - TITLE

This award shall be known as the Mental Health Nurses' Consolidated Award 1981 No. 13 of 1947.

1B. - MINIMUM ADULT AWARD WAGE

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

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

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 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.

(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.

2. - ARRANGEMENT

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3. - TERM

The currency of this award shall be one year from the commencement of the first pay period beginning after the date of the delivery of the award. (Note: This Award was delivered on the 23rd day of December, 1947).

4. - AREA AND SCOPE

This award shall apply to all Mental Health Nurses and Enrolled Mental Health Nurses who are employed in any Government Hospital, mental ward or home for mental cases in Western Australia under the responsibility of the Director - Psychiatric Services of the Health Department and Mental Health Student Nurses and Enrolled Mental Health Student Nurses including post-basic Mental Health Student Nurses and enrolled Mental Health Student Nurses, employed by the Western Australian School of Nursing under the control of the Minister for Health but does not apply to Industrial Training Centre Sheltered workshops which are exempted from the provisions of this award.

5. - DEFINITIONS

"Evening Supervisor" or "Night Supervisor" is a person who makes an inspection of the various wards between the hours of 3.45pm and 7.30am and is the responsible person in charge, and who performs all duties as set out by the employer.

"Enrolled Mental Health Nurse" means a person employed by the employer engaged in nursing, caring for and/or working with mentally ill patients and who holds, or is in course of training for, an Enrolled Mental Health Nursing Certificate.

"Mental Health Nurse" means a person employed by the employer engaged in nursing, caring for and/or working with mentally ill patients and who holds, or is in course of training for, a Mental Health Nursing Certificate.

"Mental Health Nurse Clinician" Level 2 means a nurse who is responsible for a specific group of patients and who undertakes a shift co-ordination role for a specified Ward/Unit.

"Mental Health Nurse Manager" Level 3 means a nurse responsible for the provision of human and material resources at Ward/Unit level.

"Mental Health Nurse Specialist" Level 3 means a nurse who provides advice - resources for nurses and is responsible for ensuring a high standard of nursing care in a designated area.

"Staff Development/Research Nurse" Level 3 is a nurse responsible for promoting, facilitating and carrying out staff development and nursing research programmes.

"Ward" means a collection of rooms set aside for the accommodation of mentally ill patients, and which contain the necessary requirements for the care and supervision of such patients.

6. - HOURS

- (1) (a) From 1 January 1986 subject to the provisions of subclauses (2) and (3) of this clause and the Memorandum of Agreement of this award the ordinary hours of duty shall be an average of 38 hours per week with the hours actually worked being 40 per week or 80 per fortnight at the option of the employer.
- (b) (i) Except where provided elsewhere in this award 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 which shall be taken as a minimum period of 5 consecutive accrued days off in conjunction with a period of annual leave or at a time mutually acceptable to the employee and the employer.
- (ii) Notwithstanding the provisions of paragraph (i) of this subclause where an employer and employee mutually agree Accrued Days Off may be taken in a period of less than five consecutive days, provided that any period shall be a full day or a multiple thereof.
- (c) This subclause shall not apply to part time and casual employees.
- (2) By agreement between the Association and the employer the ordinary hours (average of 38 hours per week) of an employee in lieu of the provisions of subclause (1) of this clause may be worked by any other arrangement.
- (3) Notwithstanding anything to the contrary in this clause and at the option of the employer, nurses employed in clinics or departments which function during the normal hours of duty on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday may be granted hours of duty together with public holidays and annual leave as are generally applicable to the clerical staff employed in the said clinics or departments. The daily hours of duty shall include a break of not more than one hour for lunch and such time shall not be included as part of the normal working week of 38 hours.
- (4) An employer and employee may by agreement substitute the Accrued Days Off the employee is to take for another day in which case the Accrued Days Off shall become ordinary working days.
- (5) A roster for Accrued Days Off shall be posted at least four weeks before the time it comes into operation.
- (6) A roster for Accrued Days Off may allow an employee to take Accrued Days Off before they become due.

7. - OVERTIME

- (1) All time worked by an employee on any day in excess of his or her ordinary hours as rostered for that day shall be deemed to be overtime and be paid for in the following manner:-
 - (a) Monday to Saturday inclusive: time and one half for the first two hours and double time thereafter;
 - (b) Sundays: double time;
 - (c) Public Holidays: double time and a half of ordinary rates, exclusive of loadings.
- (2) For the purposes of this clause, each day shall stand alone.
- (3) Weekend penalty rates shall not be deemed to be part of the ordinary rate for the calculation of overtime.
- (4) (a) The employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

- (b) The Union or employee or employees covered by this award, shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with requirements of this subclause.
- (5) Where an employee is required to work overtime for a period of at least two hours in excess of the rostered daily hours, without being informed before booking off on the previous day, he/she shall be provided with a meal free of cost or paid an allowance of \$4.30 in lieu of a meal.
- (6) An employee who has completed his or her rostered hours of duty and has left the job, and who is recalled to work, shall be paid a minimum of two hours at overtime rates.
- (7) An employee who reports for duty at the rostered time and who is then advised that the commencing time for such duty has been altered since he or she was last on duty shall be paid a minimum of two hours at ordinary rates, but this shall not apply to an employee who has been absent from duty on his last previous rostered shift.
- (8) Overtime rates prescribed by this clause shall not apply until after:
 - (a) Eight hours have been worked on each day by employees under the accrued days off arrangement; or
 - (b) After ordinary rostered hours for each day have been worked for employees under other arrangements other than those contained in paragraphs (a) and (c) of this subclause; or
 - (c) In the case of part time employees until after the ordinary rostered hours have been worked on that day.
- (9)
 - (a) For the purpose of this Award an employee is on call when the employee is directed by the Commissioner of health or his or her designated nominee to remain at such a place as will enable the employer to readily contact the employee during the hours when the employee is not otherwise on duty. In so determining the place at which the employee shall remain, the employer may require that place to be within a specified radius from the employee's place of employment.
 - (b) An employee shall be paid 18.75% of 1/38th of the rate prescribed in this award for a registered mental health nurse at the 3rd year of service prescribed in Clause 22. - Rates of Pay and Allowances of this award for each hour or part thereof the employee is on call. Provided that payment in accordance with this paragraph shall not be made for any period for which payment is made in accordance with subclause (1) of this clause.
 - (c) If the usual means of contact between the employer and the employee on call is a telephone and if the employee pays or contributes towards the payment of the rental of such telephone, the employer shall pay the employee an amount being a proportion of the telephone rental calculated on the basis that for each seven days on which an employee is required to be on call the employer shall pay the employee 1/52nd of the annual rental paid by the employee.
 - (d) Where it is determined that the means of contact is to be by telepage or similar device, the employer shall provide the employee with the device at no charge.
 - (e) No employee shall be required to remain on call whilst on leave or the day before commencing leave, or whilst on Accrued Days Off, or the day before commencing Accrued Days Off, unless by mutual agreement between the employee and the employer.

8. - ANNUAL LEAVE

- (1) Except as hereinafter provided a period of 152 hours leave shall be allowed to an employee, by his or her employer after each period of 12 months continuous service with such employer. Employees shall be entitled to a further 38 hours paid leave for each completed 12 months continuous service north of 26° south latitude.

- (2) Shift employees (i.e. employees who rotate afternoon and/or night shift with day shift), shall be granted an additional 38 hours leave. Provided that for employees whose shifts are not subject to regular rotation, one working day's additional leave with a maximum of five working days for each seven weeks actually worked on afternoon and/or night shift shall be granted; provided further, that employees who have completed 31 weeks on afternoon and/or night shift shall be granted the additional 38 hours leave.
- (3) (a) The employee shall be paid for any period of annual leave prescribed in this clause at the ordinary rate of wage the employee has received for the greatest proportion of the calendar month prior to taking the leave, and, in the case of shift workers, that rate of wage shall include the shift and weekend penalties the employee would have received had the employee not proceeded on annual leave.
- (b) Where it is not possible to calculate the shift and weekend penalties the employee would have received, the employee shall be paid at the rate of the average of such payments made each week over the four weeks prior to taking the leave.
- (c) In addition to the rates prescribed in paragraphs (a) and (b) of this subclause an employee shall be paid, where his/her weekly entitlement under paragraph (a) or (b) of this subclause is less than 18.75 percent in addition to his/her weekly rate of pay prescribed in Clause 22. - Rates of Pay and Allowances of this Award, a loading which will produce an amount equal to 18.75 percent in addition to the rate of wage prescribed in Clause 22. - Rates of Pay and Allowances of this Award.
- The amount in excess of the ordinary wage resulting from the calculation in paragraph (c) of this clause shall not exceed 125% of the amount recorded by the Commonwealth Bureau of Census and Statistics as the average weekly earning for an adult male employed in Western Australia during the September Quarter immediately preceding the date on which annual leave referred to herein accrued.
- (4) Subject as hereinafter provided:
- (a) If after one month's continuous employment an employee lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid 3.65 hours pay (shift workers) or 2.92 hours pay (non-shift workers) (at the rate prescribed by subclause (3) of this clause) in respect of each completed week of continuous service for which amount of leave has not already been taken. Provided that employees north of 26° south latitude shall be paid 4.38 hours pay (shift workers) or 3.65 hours pay (non-shift workers) in respect of each completed week of continuous service.
- (b) If the services of an employee terminates and the employee has taken a period of leave in accordance with subclause (5) of this clause and if the period of leave so taken exceeds that which would become due pursuant to paragraph (a) of this subclause, the employee shall be liable to repay an amount representing the difference between the amount received by the employee for the period of leave taken in accordance with subclause (5) of this clause and the amount which would have accrued in accordance with paragraph (a) of this subclause. The employer may deduct this amount from monies due to the employee by reason of the other provisions of this award at the time of termination.
- (c) In addition to any payment to which she/he may be entitled under this subclause an employee whose employment terminates after she/he has completed a 12 monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave unless she/he has been justifiably dismissed for misconduct and the misconduct for which she/he has been dismissed occurred prior to the completion of that qualifying period.
- (5) An employee may, with the approval of the employer, be allowed to take the annual leave prescribed by this clause before the completion of 12 months' continuous service as prescribed by subclause (1) of this clause.

- (6)
 - (a) The annual leave prescribed in this clause may by consent between the employer and the employee be taken in two portions if so required by the employee provided that no portion shall be less than two consecutive weeks.
 - (b) By mutual agreement between the employer and the employee the annual leave may be further split on one additional occasion provided that no portion shall be less than one week.
 - (c) When an employee requests that the annual leave be split into two or three portions the employer shall make every reasonable endeavour to accommodate the wishes of the employee.
- (7) When computing the annual leave under this clause, no deduction shall be made from such leave in respect of the period an employee is on annual leave, absent through sickness with or without pay except for that portion of an absence that exceeds three months, or absent on workers' compensation, except for that portion of an absence that exceeds six months in any year.
- (8) When an employee proceeds on 152 hours leave prescribed by subclause (1) of this clause there will be no accrual towards an accrued day off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this Award. Accrual towards an accrued day off shall continue during any other period of annual leave prescribed by this clause.
- (9) The provisions of this clause shall not apply to casual employees.

9. - PUBLIC HOLIDAYS

- (1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.
- (2)
 - (a) Where any of the days mentioned in subclause (1) of this clause falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday. In such case the substitute day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
 - (b) When any of the days observed as a holiday under this clause falls during an employee's annual leave, the employee shall for each such day, be allowed a day's leave with pay to be taken immediately after completion of that annual leave.
 - (c) When any of the days observed as a holiday as prescribed in this clause falls on a day when a rostered employee is rostered off duty and the employee has not been required to work on that day he/she shall be paid as if the day was an ordinary working day or if the employer agrees be allowed to take a day's holiday in lieu of the holiday at a time mutually acceptable to the employer and the employee.
 - (d) When any of the days observed as a holiday prescribed in this clause falls on a day when an employee is on an accrued day off the employee shall be allowed to take a day's holiday in lieu of the holiday on a day immediately following the employee's annual leave or at a time mutually acceptable to the employer and the employee.
- (3) Any employee who is required to work on the day observed as a holiday as prescribed in this clause in his/her normal hours of labour or ordinary hours in the case of a rostered employee shall be paid for the time worked at the rate of double time and a half or if the employee agrees be paid for the time worked at the rate of time and a half and in addition be allowed at a time mutually acceptable to the employer and the employee to take the time worked on public holidays as time off in lieu of another day or days in multiples of two hours or more.

- (4) An employee shall be entitled to take days in lieu of public holidays accrued pursuant to paragraphs (c) and (d) of subclause (2) and subclause (3) of this clause in conjunction with a period of annual leave, provided that the entitlement shall not exceed five days per year.
- (5) When an employee is absent on leave without pay, sick leave without pay or workers' compensation, any day observed as a holiday on a day falling during such absence shall not be treated as a paid holiday. Where the employee is on duty or available on the whole of the working day immediately preceding a holiday, or resumes duty or is available on the whole of the working day immediately following a day observed as a holiday as prescribed by this clause the employee shall be entitled to be paid for such holiday.
- (6) The additional payments, prescribed in paragraph (c) of subclause (2) and subclauses (3) and (5) of this clause shall be in substitution for any additional payment for work done on any afternoon and/or night shift.
- (7) Where -
 - (a) a day is proclaimed as a public holiday or as a public half-holiday under Section 7 of the Public and Bank Holidays Act, 1972; and
 - (b) that proclamation does not apply throughout the State or to the metropolitan area of the State;
that day shall be a whole holiday or, as the case may be, a half-holiday for the purposes of this Award within the district or locality specified in the proclamation.
- (8) An employee whilst on a public holiday prescribed by this clause shall continue to accrue an entitlement to an accrued day off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of this Award.
- (9) This clause shall not apply to casual employees.

10. - GENERAL CONDITIONS

- (1) Every nurse shall be given the opportunity of acquiring by experience, a thorough knowledge of all practical work. He or she shall be under the supervision of their respective Administrative Nurse whose duty it will be to see that he or she is properly instructed in the practical work.
- (2) No nurse shall take charge in any ward in any approved hospital unless they are a Registered Mental Health Nurse, excepting that a Registered Enrolled Mental Health Nurse may take charge if, following all reasonable efforts to fill the position, no Registered Mental Health Nurse is available.
- (3) All rosters shall be for fortnightly periods.
- (4) A telephone shall be provided for the use of residential nurses and staff. The use of this shall be subject to such regulations as may be deemed necessary by the employer.
- (5) Not less than thirty minutes shall be allowed for a meal.
- (6)
 - (a) Where a Mental Health Nurse is needed in a higher duties capacity, for the performance of the duties of any classification for which there is prescribed by the award a rate of wage in excess of that prescribed for the classification "Mental Health Nurse Grade I (Certificated Nurses)", the employer shall select a Mental Health Nurse having regard for the qualifications, experience and personal qualities which the employer considers are necessary for the proper performance of those duties.
 - (b) Any dispute between the union and the employer arising out of the application of this subclause may be referred by the union or the employer to the Board of Reference for determination.
- (7) Student nurses sitting for the examination held by the Nurses' Registration Board shall, as far as practicable be taken off night duty at least two weeks before the examinations are held.

- (8) Where practicable a nurse sitting for Nurses' Registration Board examinations -
- (a) shall be allowed to take his or her two rostered days off duty immediately prior to the day of the examination; and
 - (b) shall, on the day of the examination be allowed to be absent with pay for any part of his or her shift occurring prior to or during the examination.
- (9) The employer shall provide for the conveniences of the employees subject to this award suitable amenities which shall include dining room, lounge room, sick room and toilet facilities, and any dispute arising with respect to the matters contained in this subclause shall be referred to the Western Australian Industrial Commission for determination.

11. - CONTRACT OF SERVICE

Subject to section 88 of the Mental Health Act, 1962-1965 and to regulations made thereunder -

- (1) No employee shall be dismissed unless he or she has received fourteen days' previous notice of his or her dismissal, or pay for such period in lieu thereof.
- (2) No employee shall, without the consent of the employer, resign without first having given fourteen days' previous notice of his or her intention to do so, and in the absence of such notice, the employer may withhold holiday or other pay to the amount of fourteen days' wages.
- (3) The employer may, at any time without prior notice, dismiss an employee for refusal or neglect to obey orders, or for misconduct, or if after receiving the notice prescribed in subclause (1) hereof the employee does not carry out his or her duties in the same manner as he or she did prior to such notice.

12. - SICK LEAVE

- (1)
 - (a) An employee other than a casual employee shall be entitled to payment for non attendance on the grounds of personal ill health for one sixth of a week (6.33 hours) for each complete month of service, provided that subject to paragraph (c) of this subclause payment for absence through such ill health shall be limited to 10 working days (76 hours) in each calendar year.
 - (b) If, in any calendar year, any absence through sickness exceeds the employee's current entitlement, and, by service subsequent to the sickness, the employee becomes entitled to further sick leave with pay, payment shall be adjusted at the end of that calendar year or at the time the employee leaves the service of the employer, whichever is the sooner.
 - (c) Any unused portion of the sick leave herein prescribed shall be allowed to accumulate and may be availed of in the next or any succeeding year.
- (2) An employee shall be paid the wages which would have been received had the employee not proceeded on sick leave and shall have the accrued entitlement to paid sick leave reduced by the time the employee is absent from work on account of paid sick leave.
- (3) For the purposes of subclause (1) hereof "full pay" shall, for rostered employees, mean the rate of wage the employee would have received had he not proceeded on sick leave including his shift and weekend penalties.
- (4) Any period during which an employee is absent on leave without pay shall not be included as part of such employee's period of continuous service for the purpose of this clause.
- (5) Where an employee is sick or has suffered injury during his or her annual leave and produces a certificate from a legally qualified medical practitioner that such sickness or injury necessitated confinement to home or hospital for seven continuous days or more, then the period covered by the certificate shall be

considered to be sick leave subject to the provisions of this clause. Provided further, the employee concerned has sick leave credits available and the portion of annual leave coinciding with the paid sick leave shall be taken at a time convenient to the employer and the employee.

- (6) No leave on account of illness or injury shall be granted with pay if the illness or injury has been caused by the employee's own fault, neglect or misconduct.
- (7) An employee shall not be entitled to claim payment for non attendance on the ground of personal ill health or injury nor will the employee's sick leave entitlements be reduced if such personal ill health or injury occurs on a day when an employee is absent on an Accrued Day Off in accordance with the provisions of subclause (1) of Clause 6 - Hours of this Award.
- (8) In a location where accrued days off apply; an employee whilst on paid sick leave shall continue to accrue an entitlement to Accrued Days Off as prescribed in subclause (1) of Clause 6 - Hours of this Award.
- (9) Any sick leave entitlement accumulated as at 1 January 1986 shall be adjusted in hours in the ratio of 38 to 40.

13. - TRAVELLING TIME

- (1) An employee, when travelling on duty away from his or her home station or headquarters, shall not by reason of such travelling suffer any interruption of the continuity of his or her pay for ordinary working hours in each day, but no overtime shall be allowed for time occupied in travelling.
- (2) Where an employee is rostered for duty at a hospital other than his or her home station for a period of less than three months, reasonable travelling time shall be allowed for the journey one way at ordinary rates of pay and such reasonable excess daily travelling costs between his or her place of residence or home station, as may be determined by the employer, and the place of employment. The words "excess daily travelling costs", for the purpose of this subclause shall mean the amount by which the cost of travelling to and from the place of employment exceeds the sum (if any) which the employee may ordinarily pay in travelling each day between his or her place of residence and his or her home station (including the return journey).

14. - TRAVELLING ALLOWANCE

- (1) Employees, when travelling on duty outside the metropolitan area, shall be reimbursed the actual and reasonable cost incurred in such travelling. The cost of such travelling shall be computed from the time the employee leaves his or her headquarters or home. The cost of breakfast, lunch, dinner or bed will not be reimbursed if the employee leaves headquarters or home after or returns before 8.00 a.m., 1.00 p.m., or 6.00 p.m. and midnight.
- (2) If any employee, except at his or her own request, or on account of misconduct is required by the employer to transfer to any station other than his or her home station, he or she shall be paid the actual reasonable cost of the removal of his or her household effects, unless the employer undertakes the removal.

15. - NIGHT DUTY

Prior to going on night duty a nurse shall, wherever practicable, come off duty at 4.00 p.m. and go on at 11.30 p.m. the same night, provided that night duty is not to be preceded or succeeded by duty commencing after 12.30 p.m.

16. - POST MORTEM ATTENDANCE

A nurse and his or her assistant, carrying out mortuary duties in connection with post mortem examinations, shall be paid an allowance of one dollar and eighty cents and one dollar and twenty cents respectively per body.

17. - CHARGES AGAINST EMPLOYEES

If an employee is formally charged under section 88 of the Mental Health Act, 1962-65, with an offence he shall be given at least twenty-four hours' notice in writing prior to the hearing in which to prepare his or her defence; but this shall not prejudice the power under the Act of immediate suspension. The said period of twenty-four hours may be decreased upon the written request of the person charged.

18. - UNIFORMS

- (1) A first issue of uniforms for nurses shall be supplied within three months of each nurse being appointed except that community nurses shall only be provided with shirts.
- (2) Uniforms shall be replaced as and when necessary by reason of wear and damage.
- (3) Raincoats shall be issued as agreed between the parties.
- (4) The laundry of uniforms, other than infected or contaminated uniforms shall be the responsibility of the individual nurses and the cost of laundering shall be met by the employee.

19. - EMERGENCIES

The Director and the Physician Superintendent, or his deputy, may at his discretion take such measures as may in his opinion be necessary for the protection, safety, or welfare of the patients, the staff, or the hospital, and all instructions issued in pursuance of such special measures shall promptly and faithfully be carried out by all members of the staff to whom such instructions may be issued, and this shall be done without regard to whether or not such instructions may be in accordance with this award.

20. - HIGHER DUTIES

- (1) An employee called upon to perform work carrying a higher minimum rate than his or her regular rate of pay for a period of more than four hours in the shift shall be paid the higher minimum for the time engaged on such work.
- (2)
 - (a) Where an employee employed under this award is called upon to relieve a Deputy Superintendent of Nursing employed under the Public Service Salaried Agreement for a period of not less than five days such employee shall receive the rate of pay applicable to the office in which he or she relieves.
 - (b) Where the period of such relieving is of less than five days duration, the employee shall retain the conditions of this award and shall, in addition, receive any higher duties allowance applicable; provided that Whitby Falls is excluded from the terms of this subclause.
- (3) Notwithstanding the provisions of this clause payment for higher duties shall not apply to an employee required to act in another position whilst the permanent employee is on a period of less than five Accrued Days Off as prescribed by subclause (1) of Clause 6 - Hours of this Award.

21. - OLD AND INFIRM EMPLOYEES

Any employee who by reason of old age and infirmity is unable to earn the wages awarded herein may be paid such lesser wage as may from time to time be agreed upon between the union and the employer or his representative, and in default of such agreement within twenty-four hours after such employee shall have applied in writing to the secretary of the union stating his or her desire that such wage shall be agreed upon such wage as shall be fixed by the Board of Reference upon the application of such employee, after twenty-four hours' notice in writing shall have been given by him to the said secretary, who shall, if he or she so desires, be heard by the

Board upon such application. After having given notice to the secretary, and after lodging the application mentioned and pending the Board's decision thereon, the employee shall be entitled to work and be employed at the proposed lesser rate. The determination of the Board shall have effect for the period of six calendar months from the date hereof, and after the expiration of the said period until the rate shall have been again fixed at the instance of the said secretary in the manner prescribed. The secretary of the union may, in writing under his hand, appoint an agent or substitute to represent the union at the hearing of the application before the Board.

22. - RATES OF PAY AND ALLOWANCES

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

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

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

- (1) Registered Mental Health Nurses, Enrolled Mental Health Nurses, and Student Mental Health Nurses shall be paid the weekly wages as set out hereunder:

	\$ Per Week	ASNA	TOTAL
(a) Mental Health Nurse			
(i) Student Nurse Adult			
1st year of training			779.00
2nd year of training			779.00
3rd year of training	382.80	418.10	800.90
Student under 21 years of age			
1st year of training	316.40	303.10	619.50
2nd year of training	334.30	320.30	654.60
3rd year of training	356.40	341.40	697.80
4th year of training	380.50	364.50	745.00
(ii) Level 1	\$ Per Week		
1st year of service	445.10	426.40	871.50
2nd year of service	458.10	432.70	890.80
3rd year of service	476.50	435.60	912.10
4th year of service	495.30	438.70	934.00
5th year of service	509.60	438.50	948.10
6th year of service	526.60	441.10	967.70
7th year of service	547.00	444.40	991.40
(iii) Level 2			
1st year of service	581.00	452.10	1033.10
2nd year of service	597.00	454.70	1051.70
3rd year of service	619.60	458.20	1077.80
(iv) Level 3			
1st year of service	667.00	463.40	1130.40
2nd year of service	686.10	466.30	1152.40
3rd year of service	702.40	469.00	1171.40

(v) Community Mental Health Nurses

1st year of service	619.60	458.20	1077.80
2nd year of service	631.00	459.90	1090.90
3rd year of service	646.70	462.50	1109.20
4th year of service	662.20	462.60	1124.80

(vi) Community Mental Health Nurse with a post basic certificate

1st year of service	631.00	459.90	1090.90
2nd year of service	646.70	462.50	1109.20
3rd year of service	662.20	462.60	1124.80
4th year of service	684.50	466.10	1150.60

(vii) Community Mental Health Administrative Nurse

697.10	467.90	1165.00
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(viii) Community Mental Health Nurse with a post basic certificate

713.50	470.60	1184.10
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- (b) (i) Progression through the increments for a registered mental health nurse classified at Level 1 shall occur by annual increments.
- (ii) Progression for all other classifications for which there is more than one wage point, shall be by annual increments, subject to a satisfactory performance appraisal.
- (c) Where an employee is appointed to a position, previous relevant nursing experience at that level, or in a similar level under a differing career structure, shall be taken into account for determining the appropriate increment level.
- (d) The onus of proof of previous experience shall rest with the employee.

Provided that an employee returning to the profession after an absence greater than five years shall commence at the first increment of Level 1 for a period of three months. During this time the employee shall be reviewed by an assessment panel. Upon satisfactory review she/he shall move to a level and increment as determined by the panel's assessment. An employee who fails to satisfy the panel of her/his competency to progress through the Level 1 increments or into another level as the case may be, may apply for re-assessment by an assessment panel after a period of 12 months from the date of employment.

\$ Per Week ASNA TOTAL

(e) Enrolled Mental Health Nurse

(i) Student Enrolled Mental Health Nurse

Adult Student

1st year of training			779.00
Thereafter			779.00

Student under 21 years

1st year of training	316.40	303.10	619.50
Thereafter	334.30	320.30	654.60

(ii) Registered Enrolled Mental Health Nurse

1st year of service	399.20	420.40	819.60
2nd year of service	407.50	421.30	828.80
Thereafter	416.30	422.50	838.80

- (f) Provided that a student nurse in his/her first year of training shall only proceed to the next increment point in sub-paragraph (i) of paragraph (a) of subclause (1) of this clause upon passing the required examination.
- (2) (a) Registered General Nurses undertaking training to obtain the Mental Health Nurses Certificate shall be paid the rate prescribed in the Nurses (Public Hospitals) Award 1988 for a Level 1, 2nd year Registered Nurse for the duration of such training.
- (b) Provided that a Registered Enrolled Nurse, Registered Enrolled Mental Health Nurse, Mothercraft Nurse or Dental Nurse shall be paid the 2nd year rate of pay for an Adult Student Mental Health Nurse during the first and second year.
- (c) Notwithstanding paragraph (b) of subclause (2) of this clause the Director may for the purpose of fixing a rate of pay for a Registered Enrolled Nurse, Registered Enrolled Mental Health Nurse, Mothercraft Nurse or Dental Nurse undertaking Mental Health Nurse training take into account previous psychiatric nursing experience.
- (3) In addition to the rate prescribed in subclause (1) of this clause an allowance, equivalent to 20% of the difference between the rate prescribed in subclause (1) of this clause for a Level 1, 7th increment nurse and the rate prescribed in subclause (1) of this clause for a Level 2, 2nd increment nurse shall be paid per shift to a Nurse when employed as Evening or Night Supervisor at Graylands, Heathcote or Lemnos between the hours of 3.45pm and 7.30am or as the Nurse in Charge at Whitby Falls Hostel between the hours of 3.30pm and 7.00am. In the case of locations working a four days on/two days off roster the allowance paid shall be 21.43% of the rate difference as previously defined in this subclause. This allowance shall be included in and form part of the ordinary rate.
- (4) In addition to the rate prescribed in subclause (1) of this clause, an allowance equivalent to 10% of the difference between the rate prescribed in subclause (1) of this clause for the Level 2 Nurse in their first year of service and the rate prescribed in subclause (1) of this clause for a Level 3 Nurse in their first year of service, shall be paid per shift to nurses who at 3.45pm or 11.45pm take charge of a ward. In the case of locations working four days on/two days off roster the allowance paid shall be 10.71% of the rate difference as previously defined in this subclause. This allowance shall be included in and form part of the ordinary rate but shall not be cumulative on the allowance prescribed in subclause (4) of this clause. The provisions of this clause shall not be cumulative upon any entitlement provided in Clause 20. - Higher Duties of this award.
- (5) All ordinary time worked on any shift in excess of ten hours shall be paid for at the rate of time and a half.
- (6) In addition to the ordinary wages prescribed in this Clause special allowances as set out in this subclause shall be paid to nurses as follows:
- (a) A nurse holding a post graduate tertiary qualification obtained from a recognised college of nursing, university or college of advanced education and required in his/her employment:
- | | \$ Per Week |
|--------------------------|-------------|
| (i) six months study | 19.40 |
| (ii) twelve months study | 32.40 |
- (b) A nurse holding a post basic certificate endorsed by the Nurses' Board of Western Australia and required in his/her employment:

	Per Week\$
(i) six months study	10.80
(ii) twelve months study	15.00

Provided that an educational qualification entitling the holder to an allowance under subclause (a) shall not attract an additional allowance under subclause (b).

23. - PENALTY RATES

- (1) Subject to subclause (2) of this Clause -
- (a) Employees whose ordinary rostered hours of work include work on Saturday or Sunday shall be paid at the rate of time and a half for the ordinary hours worked between midnight Friday and midnight Sunday.
- (b) Employees employed on afternoon shift or on night shift shall be paid 12.5 per cent of the ordinary rate in addition to that ordinary rate for the time so worked.
- (c) The rates prescribed in paragraph (b) of this subclause shall apply only to work performed between midnight Sunday and midnight Friday.
- (d) The provisions of paragraph (b) of this subclause do not apply to an employee who on any day commences her or his ordinary hours of work after 12.30 p.m. and completes those hours before 6.00 p.m. on that day.
- (2) (a) Employees (other than Grade II Student Nurses and Student Enrolled Mental Health Nurses in their first 12 months of service) whose fortnightly rostered shifts regularly rotate to include day, afternoon and night shifts over all seven days of the week shall be paid in lieu of the additional rates prescribed in subclause (1) hereof an additional rate of 18.75 percent of the ordinary wage.
- In the case of Admin Nurses who work day and afternoon shifts over all seven days of the week such rate shall also be 18.75 percent.
- In the case of Administrative Nurses and Community Nurses who work over all seven days of the week such loading shall be 14 percent.
- Such rates shall be paid in addition to the ordinary wage and shall be paid during annual leave, paid sick leave, long service leave and public holidays.
- All other employees shall be paid penalties as worked in accordance with subclause (1) above.
- (b) This subclause may be deleted at any time on the application of either party to this award.
- (3) For the purpose of this clause, an afternoon shift means a shift commencing after 12.30 p.m. and a night shift means a shift commencing after 10.30 p.m. but not later than 4.00 a.m.

24. - LONG SERVICE LEAVE

- (1) The conditions contained in the document Long Service Leave Conditions - State Government Wages Employees as consolidated by the Public Service Board in May 1974 and amended in September, 1979 shall apply to employees covered by this award with the exception that on and from the 1st day of January, 1982 Long Service Leave for the second and subsequent periods of service shall accrue at the rate of thirteen weeks' leave for seven years of continuous service.

- (2) Any qualifying service, prior to 1st January, 1982 for the second period of long service leave, shall be calculated on a ten year qualifying period basis but all qualifying service after 1st January, 1982 shall be calculated on a seven year qualifying period basis.
- (3) When an employee proceeds on long service leave there will be no accrual towards an Accrued Day Off as prescribed in subclause (1) of Clause 6 - Hours of this Award.
- (4) Any long service leave accumulated as at 1 January 1986 shall be adjusted in hours in the ratio of 38 to 40.

25. - INTERVIEWS

A duly accredited representative of the Association shall have the right to enter the hospital premises during working hours for the purpose of discussing any matter related to this award, or for the purpose of interviewing members of the Association.

Prior to entering the hospital premises the Association's representative is to advise the Psychiatrist Superintendent or Superintendent of Nursing or authorised representative of the date and time of the proposed visit.

No action of the Association's representative shall hinder members of the hospital's staff in the performance of their duties.

26. - PART-TIME EMPLOYEES

- (1) Notwithstanding anything contained in this award an employer shall be at liberty to employ part time employees.
- (2) A "part time employee" means an employee who regularly works less than an average of 38 hours per week.
- (3) Part time employees as prescribed in subclause (2) of this clause shall be remunerated at a weekly rate pro rata to the rate prescribed for the class of work on which they are engaged only in the proportion which their ordinary weekly hours bear to 38.
- (4) Part time employees shall be allowed annual leave in the same manner as full time employees excepting that payment for such leave shall be in the same ratio as their ordinary weekly hours averaged over the qualifying period bear to 38.
- (5) Part time employees shall be allowed sick leave in the same manner as full time employees excepting that payment for such leave shall be in the same ratio as their ordinary weekly hours averaged over the qualifying period bear to 38.
- (6) Notwithstanding anything contained in this award, the employer may vary the ordinary hours of a part time employee by the provision of one day's notice provided such variation shall only apply to periods of one week or more.

27. - MATERNITY LEAVE

- (1) Eligibility for Maternity Leave

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

For the purposes of this clause:

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

(2) Period of Leave and Commencement of Leave

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

(3) Transfer to a Safe-Job

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

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

(4) Variation of Period of Maternity Leave

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

(5) Cancellation of Maternity Leave

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

(6) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -

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

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

(7) Maternity Leave and Other Leave Entitlements

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

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

(8) Effect of Maternity Leave on Employment

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

(9) Termination of Employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave

- (a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in

the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Workers

- (a) A replacement employee is an employee specifically engaged as a result of a employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
- (e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months qualifying period.

(12) Effect of Maternity Leave on Accrued Days(s) Off

- (a) When an employee proceeds on maternity leave there will be no accrual towards an Accrued Day Off as prescribed in subclause (l) of Clause 6 - Hours of this Award.
- (b) When an employee proceeds on maternity leave the employer may pay an employee the amount of hours accrued towards an Accrued Day Off as prescribed in subclause (l) of Clause 6 - Hours of this Award.

28. - COMPASSIONATE LEAVE

- (1) A worker shall, on the death within Australia of a wife, husband, de-facto wife or de-facto husband, father, father-in-law, mother, mother-in-law, brother, sister, child or stepchild be entitled on notice, of leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the worker in two ordinary working days. Proof of such death shall be furnished by the worker to the satisfaction of his employer.
- (2) Provided that payment in respect of compassionate leave is to be made only where the worker otherwise would have been on duty and shall not be granted in any case where the worker concerned would have been off duty in accordance with his roster, or on long service leave, annual leave, sick leave, worker's compensation, leave without pay or on a public holiday.
- (3) An employee shall not be entitled to claim payment for compassionate leave on a day when that employee is absent on an Accrued Day Off in accordance with the provisions of subclause (l) of Clause 6 - Hours of this Award.
- (4) An employee whilst on compassionate leave prescribed by this clause shall continue to accrue an entitlement to Accrued Days Off as prescribed in subclause (l) of Clause 6 - Hours of this Award.

29. - DELETED

30. - TRADE UNION TRAINING LEAVE

- (1) Subject to the provisions of this clause:
 - (a) The employer shall grant paid leave of absence to employees who are nominated by their Union to attend short courses conducted by the Australian Trade Union Training Authority.
 - (b) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.
- (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.
- (3)
 - (a) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
 - (b) Where a public holiday or rostered day off (including a rostered day off as a result of working a 38 hour week) falls during the duration of a course, a day off in lieu of that day will not be granted.
- (4) Subject to subclause (3) of this clause shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
- (5) The granting of leave pursuant to the provisions of subclause (1) of this clause is subject to the operation of the organisation not being unduly affected and to the convenience of the employer.
- (6)
 - (a) Any application by an employee shall be submitted to the employer for approval at least four weeks before the commencement of the course, provided that the employer may agree to a lesser period of notice.
 - (b) All applications for leave shall be accompanied by a statement from the relevant 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.
- (7) A qualifying period of 12 months in government employment shall be served before an employee is eligible to attend courses or seminars of more than one-half day duration. An employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months' government service.
- (8)
 - (a) The employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.
 - (b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

31. - LEAVE TO ATTEND UNION BUSINESS

- (1)
 - (a) The employer shall grant paid leave during ordinary working hours to an employee:
 - (i) who is required to give evidence before any industrial tribunal;
 - (ii) who as a union-nominated representative of the employees is required to attend negotiations and/or conferences between the Union and employer;

- (iii) when prior agreement between the Union and employer has been reached for the employee to attend official union meetings preliminary to negotiations or industrial hearings;
 - (iv) who as a union-nominated representative of the employees is required to attend joint union/management consultative committees or working parties.
 - (b) The granting of leave pursuant to paragraph (a) of this subclause shall only be approved:
 - (i) where an application for leave has been submitted by an employee a reasonable time in advance;
 - (ii) for the minimum period necessary to enable the union business to be conducted or evidence to be given;
 - (iii) for those employees whose attendance is essential;
 - (iv) when the operation of the organisation is not being unduly affected and the convenience of the employer impaired.
- (2)
 - (a) Leave of absence will be granted at the ordinary rate of pay.
 - (b) The employer shall not be liable for any expenses associated with an employee attending to union business.
 - (c) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.
- (3)
 - (a) Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for union business.
 - (b) An employee shall not be entitled to paid leave to attend union business other than as prescribed by this clause.
 - (c) The provisions of this clause shall not apply to special arrangements made between the parties which provide for unpaid leave for employees to conduct union business.
- (4) The provisions of this clause shall not apply when an employee is absent from work without the approval of the employer.

32. - CASUAL EMPLOYEES

- (1) An employee employed for a period less than two weeks shall be deemed to be a casual worker and be paid twenty percent on the hourly rate specified in this award.
- (2) If a casual employee is still required at the end of two weeks she may be re-employed as a casual with payment in accordance with subclause (1) of this clause for another two weeks.

33. - PAYMENT OF WAGES

Wages shall be paid into the employees account with a bank or other financial institution, registered in Western Australia and operating through an electronic transfer fund.

34. - INTRODUCTION OF CHANGE

- (1)
 - (a) 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.

- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the 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 part makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (2) (a) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in subclause (1)(a) of this Clause, 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.
 - (b) The discussion shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in subclause 1(a) of this Clause.
 - (c) 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 her/his interests.

35. - DISPUTE SETTLEMENT PROCEDURES

(1) PREAMBLE

Subject to the provisions of the Industrial Relations Act, 1979 any grievance, complaint or dispute, or any matter raised by the Union or a respondent employer and his/her employees, shall be settled in accordance with the procedures set out herein.

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

(2) PROCEDURE

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

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

- (e) Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or sub-paragraph (ii) of paragraph (c) of subclause (2) of this clause.

(3) DISCIPLINARY PROCEDURE

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

- (a)
 - (i) In the event that an employee commits a misdemeanour, the employee's immediate supervisor or any other officer so authorised, may exercise the employer's right to reprimand the employee so that the employee understands the nature and implications of his/her conduct.
 - (ii) The first two reprimands shall take the form of warnings and, if given verbally, shall be confirmed in writing as soon as practicable after the giving of the reprimand.
 - (iii) Should it be necessary, for any reason, to reprimand an employee three times in a period not exceeding 12 months' continuous service, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with the provisions of this award.
 - (iv) The above procedure is meant to preserve the rights of the individual employee, but it shall not, in any way, limit the right of the employer to summarily dismiss an employee for misconduct.

(4) ACCESS TO THE INDUSTRIAL RELATIONS COMMISSION

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

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

(5) PROVISION OF SERVICES

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

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

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

(6) INDUSTRY WIDE ISSUES

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

(7) DEFINITIONS

For the purpose of this procedure:

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

"senior officer" means an officer nominated by management.

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

"work site" means as agreed between the parties.

(8) **BREACH OF PROCEDURE**

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

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

- (a) whether a breach of the procedure has occurred; and
- (b) subject to paragraph (a) of subclause (8) of this clause, the appropriateness of the continued provision of the benefits provided under the Structural Efficiency Principle or any other action considered appropriate by the Commission.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

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

SCHEDULE OF RESPONDENTS

Hon. Minister for Health

MEMORANDUM OF AGREEMENT

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

(1) Method of Introduction

- (a) The 38 hour week shall be introduced on the basis of Accrued Days Off at the following locations:

Whitby Falls Hostel
Community Care
Hillview
Eden Hill
Stubbs Terrace Hospital
Mildred Creak
W.E. Robinson Centre
Heathcote Day Centre
PECU Day Centre

- (b) At the following locations and on the basis of the implementation schedule described hereunder the 38 hour week shall be introduced on the basis of a shorter working week at an average of 228 hours over a six week period:

February 1986 - PECU's
March 1986 - Graylands Hospital
May 1986 - Lemnos Hospital
July 1986 - Heathcote Hospital

(2) Termination

- (a) An employee subject to the provisions of subclause (1) of Clause 6. - Hours of this award who has not taken any Accrued Days Off accumulated during a work cycle in which employment is terminated shall be paid the total of hours accumulated towards the Accrued Days Off for which payment has not already been made.
- (b) An employee who has taken any Accrued Days Off prior to their becoming due in accordance with subclause (6) of Clause 6. - Hours of this award during a work cycle in which employment is terminated shall have the wages due on termination reduced by the amount equivalent to the accrued days which were taken in advance.

(3) Workers Compensation

- (a) Where an employee is on Workers' Compensation for periods of less than 20 working days such an employee will continue to accrue an entitlement to Accrued Days Off as prescribed in subclause (1) of Clause 6. - Hours of this Award.
- (b) An employee will not accrue Accrued Days Off for periods of Workers' Compensation where such periods of leave exceed 20 working days.
- (c) Where a period of rostered Accrued Days Off falls during a period of Workers' Compensation such accrued days off will be re-rostered at the end of the Workers' Compensation absence.

(4) Leave Without Pay

- (a) An employee who is absent on Leave Without Pay shall not accumulate an entitlement toward Accrued Days Off for the period of such leave.
- (b) Employees will not be entitled to Accrued Days Off during leave without pay.

(5) Trade Offs

Meal Charges

Increase meal charges to \$3.00 from 1 January 1986. A review will be conducted in the first half of 1986 to increase the charge to full economic cost from 1 July 1986.

Tea Charges

Where staff consume morning or afternoon tea at the hospital a charge of 50 cents per week will be made. This charge to be reviewed during the first half of 1986 to have regard for economic cost and a new charge implemented on 1 July 1986.

Payment by Cheque or into Bank Account

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

Study Periods - Student Nurses

Where a student nurse is undertaking a period of "Block Study" the student will not accrue an entitlement to Accrued Days Off.

Work Related Efficiencies

- (i) Administrative Nurses will work late shifts.
- (ii) Restructure of Nursing Administration.
- (iii) Strict observance of start and finish times.
- (iv) Co-operation in the elimination of restrictive work practices.
- (v) Flexibility of Rostering.
- (vi) New part time and casual clauses. A wider use of these staff.
- (vii) Public Holidays - all public holidays not taken during the year are not to accrue beyond one year and will be paid out or taken in conjunction with annual leave.

DATED at Perth this 23rd day of December 1947

VARIATION RECORD

MENTAL HEALTH NURSES CONSOLIDATED AWARD 1981.
NO. 13 OF 1947.

Delivered 23/12/47 at 27 WAIG 448

Consolidated s.93(6) 22/03/91 at 71 WAIG 1108

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	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
	Cl.	797/02	01/08/02	82 WAIG 1369
	Cl.	569/03	5/06/03	83 WAIG 1899 & 2413
	(9)	1197/03	1/11/03	83 WAIG 3537
	Cl.	570/04	4/06/04	84 WAIG 1521
	Cl.	576/05	07/07/05	85 WAIG 2089 & 2644

Cl.	957/05	07/07/06	86 WAIG 1631 & 2172
Cl.	1/07	01/07/07	87 WAIG 1487 & 2064
Cl.	115/07	01/07/08	88 WAIG 773 & 1291
Cl.	1/09	01/10/09	89 WAIG 735 & 1715
Cl.	2/10	01/07/10	90 WAIG 568 & 1153
Cl.	2/11	01/07/11	91 WAIG 1008 & 1556
Cl.	2/12	01/07/12	92 WAIG 1320
Cl.	1/13	01/07/13	93 WAIG 986
Cl.	1/14	01/07/14	94 WAIG 1207
Cl.	1/15	01/07/15	95 WAIG 1178
Cl.	1/16	01/07/16	96 WAIG 1024
Cl.	1/17	01/07/17	97 WAIG 1088
Cl.	1/18	01/07/18	98 WAIG 263 & 806
Cl.	1/19	01/07/19	99 WAIG 509 & 1126
Cl.	1/20	01/01/21	100 WAIG 911
Cl.	1/21	01/07/21	101 WAIG 913

2. Arrangement

Cl. (Ins. 28)	1009/82	18/05/84	64 WAIG 931
25 – Title	1010/82	18/05/84	64 WAIG 932
Ins. 29; 30 & 31.	886/85	18/12/85	66 WAIG 208
Cl. (Ins. 32 - 33 & Memo Ag)	556/84	30/04/86	66 WAIG 889
Cl. (Ins. 34)	1279/87, 1965, 1967, & 1968/89	24/01/90	70 WAIG 435
Cl. (Ins. 35)	775/90(R2)	06/06/90	70 WAIG 2294
Ins. 1A	1752/91	31/01/92	72 WAIG 191
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. App– Res	693/96	16/07/96	76 WAIG 2768
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

29. Title	2053(2)/97	22/11/97	77 WAIG 3171
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A.	609/99	06/07/99	79 WAIG 1847

3. Term

4. Area and Scope

Cl.	731/84	20/11/84	65 WAIG 179
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5. Definitions

Cl.	1279(B)/87	01/03/90	70 WAIG 1856
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6. Hours

Cl.	556/84	30/04/86	66 WAIG 889
(1)(b)	1336(B)/90	15/08/91	72 WAIG 550

7. Overtime

Ins. (8)	556/84	30/04/86	66 WAIG 889
Ins. (9)	1594/88	27/01/89	69 WAIG 587
(5)	1668/88	21/03/89	69 WAIG 818

8. Annual Leave

Cl. Ins (8) – (9)	556/84	30/04/86	66 WAIG 889
Cl.	1279/87, 1965/89, 1967/89 & 1968/89	20/11/89	70 WAIG 435
Cl.	775/90(R2)	06/06/90	70 WAIG 2294

9. Public Holidays

Cl.	1279/87, 1965/89, 1967/89 & 1968/89	20/11/89	70 WAIG 435
Cl.	775/90(R2)	06/06/90	70 WAIG 2294

10. General Conditions

11. Contract of Service

12. Sick Leave

(1)(a); (2). Del.(3). Renumb (45, 67) as (34, 56). Ins.(89)	556/84	30/04/86	66 WAIG 889
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13. Travelling Time

14. Travelling Allowance

15. Night Duty

16. Post Mortem Attendance

17. Charges Against Employees

18. Uniforms

Cl. Ins. (4)	1668/88	21/03/89	69 WAIG 818
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19. Emergencies

20. Higher Duties

Ins s/cl (3)	556/84	30/04/89	66 WAIG 889
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21. Old and Infirm Employees

22. Rates of Pay and Allowances

Ins. Cl.	465/81	7/09/81	61 WAIG 1573
(1)	835/81	9/02/82	62 WAIG 405
(1)	520/82	15/11/82	62 WAIG 3054
(1)	14/84	26/01/84	64 WAIG 516
Cl.	1006/82	22/06/84	64 WAIG 1300
(4)	765/84	8/07/85	65 WAIG 1415

(8)	795/85	4/11/85	66 WAIG 399
(1), (8)	764/84	25/11/86	66 WAIG 398
Cl.	797/85	1/01/87	67 WAIG 490
(1)(a)(i), 1(b)(i), 2(a)	1195/86	10/03/87	
Cl.	396/86	1/05/87	67 WAIG 1182
Cl.	769/87	1/07/87	67 WAIG 2062
Cl.	1406/97	5/02/88	
Cl.	1361/87	26/08/88	68 WAIG 2479
Cl.	814/88	20/03/89	69 WAIG 1586
(1)(a)(iv), (vi) - (vii)	65/89	Col. A: 20/03/89 Col. B: 11/08/89	69 WAIG 3054
Del Preamb, (1), (8)	1279/87, 1965/89, 1967/89 & 1968/89 (R)	20/11/89	70 WAIG 435
Rename (1) to (1A). Ins. (1B). Del (3). Renumb (4) - (8)as (3) - (7). Rename (3) to (3A). Ins. (3B).	1279(B)/87	01/03/90	70 WAIG 1856
Cl.	775/90(R2)	06/06/90	70 WAIG 2294
Ins. (6)	1336(B)/90	15/08/91	72 WAIG 550
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Preamble insert text, (1)(a)(i)-(viii) & (e)(i)-(ii) Rates.	609/99	01/08/99	79 WAIG 1847
Cl.	654/00	01/08/00	80 WAIG 3379
Cl.	752/01	01/08/01	81 WAIG 1721
(1) (a) (i) – (viii), (1) (e) (i) – (ii)	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2413
Cl.	570/04	4/06/04	84 WAIG 1521 & 1904
Cl.	576/05	07/07/05	85 WAIG 2089 & 2644
Cl.	957/05	07/07/06	86 WAIG 1631 & 2172
Cl.	1/07	01/07/07	87 WAIG 1487 & 2064
(1)	16/08	27/05/08	88 WAIG 513 & 525
Cl.	115/07	01/07/08	88 WAIG 773 & 1291
Cl.	1/09	01/10/09	89 WAIG 735 & 1715
Cl.	2/10	01/07/10	90 WAIG 568 & 1153

Cl.	2/11	01/07/11	91 WAIG 1008 & 1556
Cl.	2/12	01/07/12	92 WAIG 1320
Cl.	1/13	01/07/13	93 WAIG 986
Cl.	1/14	01/07/14	94 WAIG 1207
Cl.	1/15	01/07/15	95 WAIG 1178
Cl.	1/16	01/07/16	96 WAIG 1024
Cl.	1/17	01/07/17	97 WAIG 1088
Cl.	1/18	01/07/18	98 WAIG 263 & 806
Cl.	1/19	01/07/19	99 WAIG 509 & 1126
Cl.	1/20	01/01/21	100 WAIG 911
Cl.	1/21	01/07/21	101 WAIG 913

23. Penalty Rates

(2)(a)	468/87	26/08/88	68 WAIG 2073
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24. Long Service Leave

Ins.(3 and 4)	556/84	30/04/86	66 WAIG 889
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(25. Union Secretary)

Ins. title and cl	1010/82	18/05/84	64 WAIG 932
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25. Interviews

Ins.title and cl.	1010/82	18/05/84	64 WAIG 932
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26. Part Time Employees

Cl.(ins. 45,6)	556/84	30/04/86	66 WAIG 889
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27. Maternity Leave

Ins.(12)	556/84	30/04/86	66 WAIG 889
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28. Compassionate Leave

Ins. cl.	1009/82	18/05/84	64 WAIG 931
Number paras as s/cls (1&2) Ins. (3&4)	556/84	30/04/86	66 WAIG 889

(29. Deduction of Union Subscriptions)

Ins. cl.	886/85	18/12/85	66 WAIG 208
Cl & Title	2053(2)/97	22/11/97	77 WAIG 3171

29. Deleted

30. Trade Union Training Leave

Ins clause	886/85	18/12/85	66 WAIG 208
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31. Leave to Attend Union Business

Ins clause	886/85	18/12/85	66 WAIG 208
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32. Casual Employees

Ins clause	556/84	30/04/86	66 WAIG 889
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33. Payment of Wages

Ins clause	556/84	30/04/84	66 WAIG 889
Cl.	1668/88	21/03/89	69 WAIG 818

34. Introduction of Change

Ins clause	1279/89, 1965/89, 1967/89 & 1968/89	20/11/89	70 WAIG 435
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35. Dispute Settlement Procedures

Ins clause	775/90(R2)	06/06/90	70 WAIG 2294
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Appendix - Resolution of Disputes Requirements

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

Schedule of Respondents

Memorandum of Agreement

556/84

30/04/86

66 WAIG 889

(Junior Employees -- Special Orders)

Ins by G.O. 69/85

04/07/85

65 WAIG 1331

Deleted by G.O. 1333/87

16/12/87

68 WAIG 385