Miscellaneous Government Conditions and Allowances Award No A 4 of 1992

1. - TITLE

This award shall be known as the Miscellaneous Government Conditions and Allowances Award No A 4 of 1992.

2. - ARRANGEMENT

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3. – AREA AND SCOPE

This award shall apply throughout the State of Western Australia to all employees employed in all public authorities (as defined in the *Industrial Relations Act 1979* as amended) or by the respondents as listed in Schedule B who are eligible to be members of the Liquor Hospitality and Miscellaneous Union, Western

Australian Branch, but shall be limited by and shall be read in conjunction with the Area and Scope clauses of the awards listed in Schedule C of this award.

Provided that any businesses operating as contractors who are bound by any of the awards listed in Schedule C of this award, shall not be bound by Clause 7. – Leave Without Pay, Clause 9. – Study Leave, Clause 25. – Employees Living North of 26 degrees South latitude and Clause 31. – Witness and Jury Service of this award.

4. - TERM OF THE AWARD

This award shall apply from 2 March 2005 for a term of four years.

5. – DEFINITIONS

"Commission" and "WAIRC" means the Western Australian Industrial Relations Commission.

"De facto partner" means a relationship (other than a legal marriage) between two persons, of either different sexes or the same sex, who live together in a "marriage-like" relationship, as provided for by the *Interpretation Act 1984* as amended from time to time.

"Employee" means a person employed by a respondent listed in Schedule B.

"Employer" means a respondent listed in Schedule B.

"Organisation" means a respondent listed in Schedule B.

"Partner" means either a spouse or a de facto partner.

"Spouse" means a person who is lawfully married to the person, as defined by the *Interpretation Act 1984* as amended from time to time.

"Union" means the Liquor Hospitality Miscellaneous Union, Western Australian Branch.

6. – PARENTAL LEAVE

(1) Definitions

(a) "Employee" includes full time, part time, permanent, fixed term contract and "eligible" casual employees.

(b) A casual employee is "eligible" if the employee -

(i) has been engaged by the public sector on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months; and

(ii) but for an expected birth of a child to the employee or the employee's spouse or de facto partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.

(c) Without limiting 6(1)(b), a casual employee is also "eligible" if the employee –

(i) was engaged by the public sector on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than twelve (12) months; and

(ii) at the end of the first period of employment, the employee ceased, on the employer's initiative, to be so engaged by the public sector employer; and

(iii) the public sector employer later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the second period of employment) that started not more than three months after the end of the first period of employment; and

(iv) the combined length of the first period of employment and the second period of employment is at least twelve (12) months; and

(v) the employee, but for an expected birth of a child to the employee or the employee's spouse or de facto partner or an expected placement of a child with the employee with a view to adoption of the child by the employee, would have a reasonable expectation of continuing engagement in the public sector on a regular and systematic basis.

(d) "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.

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

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

(2) Entitlement to parental and partner leave

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

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

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

(b) An employee, other than an eligible casual 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 eight (8) weeks paid parental leave. Paid parental leave will form part of the 52-week entitlement provided in subclause (2)(a).

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

(d) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed eight (8) weeks.

(e) 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.

(f) Parental leave may not be taken concurrently by an employee and their partner except under special circumstances and with the approval of the employer.

(g) 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.

(h) 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.

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

(3) Birth of a child

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

(b) If the pregnancy results in other than a live child or the child dies in the eight (8) weeks immediately after the birth, the entitlement to paid parental leave remains intact.

(4) Adoption of a child

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

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

(5) Partner leave

(a) An employee is entitled to unpaid partner leave as prescribed by this subclause in respect of the:

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

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

(b) An employee who is not taking parental leave with respect to the birth of child to their partner shall be entitled to a period of unpaid partner leave of up to one (1) week at the time of the child's birth. In the case of adoption of a child this period shall be increased to up to three weeks unpaid leave.

(c) The employee may request to extend the period of unpaid partner leave up to a maximum of eight (8) weeks.

(d) The employer is to agree to an employee's request to extend their partner leave under 6(5)(c) unless:

(i) having considered the employee's circumstances, the employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or

(ii) there are grounds to refuse the request relating to its adverse effect on the employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:

· cost;

· lack of adequate replacement staff;

- loss of efficiency; and
- impact on the production or delivery of products or services by the employer.

(e) The employer is to give the employee written notice of the employer's decision on a request for extended partner leave. If the employee's request is refused, the notice is to set out the reasons for the refusal.

(f) An employee who believes their request for extended partner leave under 6(5)(c) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.

(g) The taking of partner leave by an employee shall have no effect on their or their partner's entitlement, where applicable, to paid parental leave under this clause.

(6) Other leave entitlements

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

(b) Subject to all other leave entitlements being exhausted, an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two (2) years. The employer is to agree to a request to extend their leave unless:

(i) having considered the employee's circumstances, the employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or

(ii) there are grounds to refuse the request relating to its adverse effect on the employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:

- cost;
- lack of adequate replacement staff;
- loss of efficiency;
- impact on the production or delivery of products or services by the employer.

(c) The employer is to give the employee written notice of the employer's decision on a request for leave without pay under subclause (6)(b). If the request is refused, the notice is to set out the reasons for the refusal.

(d) An employee who believes their request for leave without pay under subclause (6)(b) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.

(e) 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 shall not exceed two years.

(f) An employee on parental leave is not entitled to paid absences other than as specified in subclauses (6)(a) and (g) and (2)(i).

(g) 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 personal leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid personal leave cannot be taken concurrently with paid parental leave.

(h) 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 personal leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

(7) Notice and variation

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

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

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

(8) Transfer to a safe job

(a) If the employee gives her employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:

(i) illness, or risks, arising out of her pregnancy; or

(ii) hazards connected with that position; then

the employer must modify the duties of the position or alternatively transfer the employee to a safe job at the same classification level for the period during which she is unable to continue in her present position.

(b) If the employee's employer does not think it to be reasonably practicable to modify the duties of the position or transfer the employee to a safe job the employee is entitled to paid leave for the period during which she is unable to continue in her present position.

(c) An entitlement to paid leave provided in clause 6(8)(b) is in addition to any other leave entitlement the employee has and is to be paid the amount the employee would reasonably have expected to be paid if the employee had worked during that period.

(d) An entitlement to paid leave provided in clause 6(8)(b) ends at the earliest of whichever of the following times is applicable:

(i) the end of the period stated in the medical certificate;

(ii) if the employee's pregnancy results in the birth of a living child – the end of the day before the date of birth;

(iii) if the employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

(9) Communication during parental leave

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

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

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

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

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

(10) Replacement employee

(a) 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.

(b) A replacement employee may be employed part time. Subject to this subclause, paragraphs (e), (f), (g), (h), (i) and (m) of subclause (14) and paragraphs (d) and (e) of subclause (15) of this clause apply to the part time employment of a replacement employee.

(c) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(11) Return to work

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

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

(c) Where an employee was transferred to a safe job or proceeded on leave as provided for in 6(8)(b) of this clause, the employee is entitled to return to the position occupied immediately prior to the transfer or the taking of the leave.

(12) Right to return to work on a modified basis

(a) 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 employment provisions of the relevant award and agreement.

(b) An employee may return on a modified basis that involves the employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the employee worked immediately before starting parental leave.

(13) Right to revert

(a) An employee who has returned on a part time or modified basis in accordance with subclause (12) may subsequently request the employer to permit the employee to resume working on the same basis as the employee worked immediately before starting parental leave or full time work at the same classification level.

(b) An employer is to agree to a request to revert made under subclause (13)(a) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the employer and those grounds would satisfy a reasonable person.

(c) An employer is to give the employee written notice of the employer's decision on a request to revert under subclause (13)(a). If the request is refused, the notice is to set out the reasons for the refusal.

(d) An employee who believes their request to revert under subclause (13)(a) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.

(14) Part time work

(a) A pregnant employee may work part time in one or more periods while she is pregnant where part time employment is, because of the pregnancy, necessary or desirable.

(b) Commencement on part time work under this subclause, and return from part time to full time work under this subclause, shall not break the continuity of service or employment.

(c) Subject to the provisions of this subclause and to the matters agreed in accordance with 6(14)(h), part time employment shall be accordance with the provisions of this award, which shall apply on a pro rata basis.

(d) An employee working part time under this subclause shall be entitled to leave accrued in respect of a period of full time employment, in such periods and manner as specified in the annual leave provisions of the relevant award.

(e) A full time employee shall be paid for and take any annual leave accrued in respect of a period of part time employment under this subclause, in such periods and manner as specified in the relevant award, as if the employee were working part time in the class of work the employee was performing as a part time employee immediately before resuming full time work.

(f) Provided that, by agreement between the employer and employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full time rate.

(g) An employee working part time under this subclause shall have sick leave entitlements which have accrued under the relevant award (including any entitlement accrued in respect of previous full time employment) converted into hours. When this entitlement is used, whether as a part time employee or as a fulltime employee, it shall be debited for the ordinary hours that the employee would have worked during the period of the absence.

(h) Before commencing a period of part time employment under this subclause, the employee and the employer shall agree upon:

(i) the hours to be worked; the days upon which they will be worked and commencing times for the work;

(ii) the classification applying to the work to be performed; and

(iii) the period of part time employment.

(i) The terms of the agreement made under subclause (14)(h) may be varied by consent.

(j) The terms of the agreement made under subclause (14)(h) shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to

the employee by the employer. The terms of this agreement shall apply to the part time employment.

(k) An employer may request, but not require, an employee working part time under this subclause to work outside of or in excess of the employee's ordinary hours of duty provided for in the relevant award.

(l) The work to be performed part time need not be the work performed by the employee in their former position but shall be work performed under this award.

(m) An employee may work part time under this subclause notwithstanding any other provision of any relevant award or agreement which limits or restricts the circumstances in which part time employment may be worked or the terms upon which it may be worked, including provisions:

(i) limiting the number of employees who may work part time;

(ii) establishing quotas as to the ratio of part time to full time employees;

(iii) prescribing to a minimum or maximum number of hours a part time employee may work; or

(iv) requiring consultation with, consent of, or monitoring by a union;

and such provisions do not apply to part time work under this subclause.

(15) Effect of parental leave and part time employment on the contract of employment

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

(b) Paid parental leave will count as qualifying service for all purposes under the relevant award. 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 the relevant award.

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

(d) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave, absence on parental leave, or because the employee has exercised or proposes to exercise any part time employment rights and/or benefits as provided for in subclause (14) but otherwise the rights of the employer in respect of termination of employment are not affected.

(e) Any termination entitlements payable to an employee whose employment is terminated while working part time under subclause (14), or while working full time after transferring from part time work under subclause (14), shall be calculated by reference to the full time rate of pay at the time of termination and by regarding all service as a full time employee as qualifying for a termination entitlement based on the period of full time employment and all service as a part time employee on a pro rata basis.

(16) Casual employees

(a) To avoid doubt, an eligible casual employee has no entitlement to paid leave under this clause with the exception of the entitlement to paid leave as provided under subclause (8)(b).

(b) Nothing in this clause confers a change in the employment status of a casual employee.

7. – LEAVE WITHOUT PAY

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

(2) Every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:

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

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

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

(4) Leave without pay for full time study

The employer may grant an employee without pay to undertake full time study, subject to a yearly review of satisfactory performance.

Leave without pay for this purpose shall not count as qualifying service for leave purposes.

(5) Leave without pay for Australian Institute of Sport scholarships

Subject to the provisions of subclause (2) of this clause, the employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay.

8. – BEREAVEMENT LEAVE

(1) Employees, including casuals, shall on the death of:

(a) a partner of an employee;

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

(c) a parent, step-parent or grandparent of an employee;

(d) a brother, sister, step-brother or step-sister; or

(e) any other person who, immediately before that person's death, lived with an employee as a member of an employee's family;

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

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

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

(4) An employee shall not be entitled to claim payment for bereavement leave on a day when that employee is not ordinarily rostered to work.

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

(6) Employees requiring more than two (2) days bereavement leave in order to travel overseas or interstate in the event of the death overseas or interstate of a member of an 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 and/or leave without pay, provided all accrued leave is exhausted.

9. – STUDY LEAVE

(1) Conditions for granting time off

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

(b) Part-time employees are entitled to study leave on the same basis as full time employees. Employees working shift work or on fixed term contracts also have the same access to study leave as all other employees.

(c) Time off with pay may be granted up to a maximum of five hours per week, including travelling time, where subjects of approved courses are conducted during normal working hours. The equivalent applies if studying by correspondence.

(d) Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed to an employee in paragraph (c) of this subclause.

(e) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study or for the mature age entrance examination for tertiary admission conducted by the Tertiary Institution Service Centre.

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

(i) the employer’s convenience;

(ii) the course being undertaken on a part-time basis;

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

(iv) employees making satisfactory progress with their studies; and

(v) the course being relevant to the employee's career in the public sector and being of value to the state.

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

(2) Payment of fees and other costs

(a) Cadets and trainees

(i) Employers 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 post secondary institution. Employees who, of their own volition, attend such institutions to gain higher qualifications will be responsible for the payment of fees.

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

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

(b) All employees

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

(3) Approved courses

(a) (i) First degree or Associate Diploma courses at a post secondary institution.

(ii) Diploma courses and two year full time certificate courses at Technical and Further Education (TAFE).

(iii) Secondary courses leading to the Tertiary Entrance Examination (see paragraph (i) of subclause (4)) or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.

(iv) Courses recognised by the National Authority for the Accreditation of Translators and Interpreters (NAATI) in a language relevant to the needs of the public sector.

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

(c) An employee who has completed a Diploma through TAFE is eligible for study assistance to undertake a degree course at any of the tertiary institutions in subparagraph (3)(a)(i). An employee who has completed a two year full-time Certificate through TAFE is eligible for study assistance to undertake a Diploma course specified in subclause (3)(a)(ii) of this clause, or a degree or Associate Diploma course specified in subclause (3)(a)(i) of this clause.

(d) Assistance towards additional qualifications including second or higher degrees may be granted in special cases in a specialist area of benefit to the public sector as well as the employee.

(4) For the purposes of this clause:

(a) In determining the employer’s convenience, employers should give due emphasis to the employee's career aspirations.

(b) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition or the equivalent if studying by correspondence 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.

(c) The relevance of a course should be determined from a public sector rather than an employer perspective. For instance, an employee may be undertaking a course of study which is of no special relevance to the employee's work or employer but which may well be particularly significant in some other section of the public sector.

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

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

(f) 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.

(g) 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.

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

(i) Study leave for attendance at courses leading to the Tertiary Entrance Examination will generally only be granted if the employee has already unsuccessfully attempted to enter tertiary studies through the mature age entrance examination conducted by the Tertiary Institutions Service Centre. However, this condition will not apply if a pass in certain subjects is a prerequisite for entry into an intended course of non-tertiary study or training that meets the requirements specified in this clause.

(5) Subject to the provisions of subclause (6) of this clause, the employer may grant an employee full time study leave with pay to undertake:

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

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

(c) a combination of postgraduate studies and study tours.

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

(a) The course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of subclauses (1) to (5) of this clause and the Leave Without Pay provisions of this award.

(b) It must be a highly specialised course with direct relevance to the employee’s profession.

(c) It must be highly relevant to the employer’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 organisation.

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

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

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

(8) Where an outside award is granted and the studies to be undertaken are considered highly desirable by an employer, financial assistance to the extent of the difference between the employee’s normal wage 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 wages may be approved at the discretion of the employer.

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

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

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

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

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

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

10. – CULTURAL/CEREMONIAL LEAVE

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

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

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

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

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

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

(a) the employee's annual leave entitlements (where applicable); or

(b) accrued days off or time in lieu.

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

11. – PURCHASED LEAVE – 48/52 WAGES ARRANGEMENT

(1) The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to four (4) weeks additional leave.

(2) The employer will assess each application for 48/52 wage arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement.

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

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

Number of weeks wages spread over 52 weeks	Number of weeks purchased leave
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

(5) 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, their wage will be adjusted on the last pay period in January to take account of the fact that time worked during the year was not included in the wage.

(6) Where an employee who is in receipt of a higher duties allowance provided for in the relevant award proceeds on any period of additional purchased leave, the employee shall not be entitled to receive payment of the allowance for any period of purchased leave.

(7) In the event that a part time employee's ordinary working hours are varied during the year, the wage 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.

12. – DEFERRED WAGES ARRANGEMENT

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

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

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

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

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

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

13. – BLOOD/PLASMA DONORS LEAVE

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

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

(b) the employee is called upon by the Red Cross Blood Centre.

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

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

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

14. – EMERGENCY SERVICES LEAVE

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

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

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

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

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

15. – DEFENCE FORCE RESERVES LEAVE

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

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

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

(4) Paid leave

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

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

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

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

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

(f) An employee is entitled to a further period of leave not exceeding 16 calendar days in any period of twelve months commencing on July 1. Pay for this leave shall be at the rate of the

difference between the normal remuneration of the employee and the Defence Force payments to which the employee is entitled if such payments do not exceed normal wages. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.

(5) Unpaid leave

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

(b) Casual employees are entitled to unpaid leave for the purpose of defence service.

(6) Use of other leave

(a) An employee may elect to use annual or long service leave credits for some or all of their absence on defence service, in which case they will be treated in all respects as if on normal paid leave.

(b) An employer cannot compel an employee to use annual leave or long service leave for the purpose of defence service.

16. – PAYMENT OF WAGES

(1) Wages shall be paid fortnightly. Overtime and penalty rates, where applicable, shall be paid at least monthly.

(2) Accompanying each payment of wages there shall be a pay advice slip to be retained by the employee. On this slip the employer shall clearly detail the gross wages, where practical its composition, the net wages payable and show details of each deduction.

(3) Overtime shall be calculated and based on the aggregate wage as provided in the wages clause of the relevant award before any deduction is made for board and/or lodging.

(4) On termination of employment the employer shall pay to the employee all monies payable to that employee before the employee leaves the place of employment or the same shall be forwarded to the employee by post in the following week.

(5) Wages shall be paid by direct funds transfer to the credit of an account nominated by the employee at such bank, building society or credit union approved by the employer.

Provided that where such form of payment is impractical or where some exceptional circumstances exist and by agreement between the employer and the union, payment by cheque may be made.

(6) An employee who performs shift or weekend work irregularly may be paid shift or weekend penalties during the pay period in which the work is performed.

(7) Subject to the provisions of this clause, no deduction shall be made from an employee's wages unless the employee has authorised such deduction in writing.

(8) In the case of employees of the Minister for Education, where an employee works additional hours and/or duties, the additional payment due shall be made within one month of those additional hours and/or duties being worked.

17. – SALARY PACKAGING

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

(2) Salary packaging is an arrangement whereby the entitlements and benefits under the relevant award/s contributing toward the Total Employment Cost (TEC) – as defined in subclause (3) – of an employee, can be reduced by and substituted with another or other benefits.

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

(a) the base wage;

(b) other cash allowances;

(c) non-cash benefits;

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

(e) any variable components.

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

(5) Notwithstanding any salary packaging arrangement, the wage rate as specified in the relevant award is the basis for calculating wage related entitlements specified in the relevant award/s.

(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* and the *Parliamentary Superannuation Act 1970* are calculated on the gross (pre-packaged) wage amount regardless of whether an employee participates in a salary packaging arrangement with their employer.

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

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

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

18. – EMPLOYMENT RECORDS

(1) Definitions

In this clause:

"industrial instrument**"** means:

(a) an award;

(b) an industrial agreement;

(c) an order of the Commission under the *Industrial Relations Act 1979*; or

(d) an employer-employee agreement.

"relevant person**"** means:

(e) the employee concerned;

(f) if the employee is a represented person, their representative. The term representative includes the Secretary and duly accredited officials of the union;

(g) a person authorised in writing by the employee;

(h) the Secretary or duly accredited official of the union; and

(i) an officer referred to in section 93 of the *Industrial Relations Act 1979* authorised in writing by the Registrar.

(2) Keeping of employment records

The employer shall keep, or cause to be kept, employment records showing:

(a) the employee's name and, if the employee is under 21 years of age, their date of birth;

(b) any industrial instrument that applies;

(c) the date on which the employee commenced employment with the employer;

(d) for each day:

(i) the time at which the employee started and finished work, including roster details if applicable;

(ii) the period or periods for which the employee was paid; and

(iii) details of work breaks including meal breaks;

(e) for each pay period:

(i) the employee's designation;

(ii) the gross and net amounts paid to the employee under the industrial instrument; and

(iii) all deductions and the reasons for them;

(f) all leave taken by the employee, whether paid, partly paid or unpaid;

(g) the information necessary for the calculation of the entitlement to, and payment for long service leave under the industrial instrument;

(h) any other information in respect of the employee required under the industrial instrument to be recorded; and

(i) any information, not otherwise covered by this clause, that is necessary to show that the benefits received by the employee comply with the industrial instrument.

(3) The employer must ensure that:

(a) the employment records are kept in accordance with the Industrial Relations (General) Regulations 1997 as amended or superseded from time to time;

(b) each entry in relation to long service leave is retained:

(i) during the employment of the employee; and

(ii) for not less than 7 years after the employment terminates; and

(c) each other entry is retained for not less than 7 years after it is made.

(4) Form of records

An employer is to ensure that the employment records of the employer are kept:

(a) by:

(i) making entries in the English language in or on a separate page of a bound or loose-leaf book kept specifically for that purpose; or

(ii) recording or storing the particulars required to be entered in the employment records by means of a mechanical, electronic or other device, but so that the particulars so recorded or stored will remain in the form in which they were originally recorded or stored and will be capable of being reproduced in written form in the English language;

(b) with only one employee's records appearing on any one page;

(c) so that the record for each pay period of each employee is identifiable; and

(d) in a manner that enables compliance with subclauses (2) and (3) of this clause to be readily ascertained.

(5) A person is not to alter employment records unless the alteration is annotated so as to identify:

(a) the nature of the alteration;

(b) the person making the alteration; and

(c) the date on which the alteration was made.

(6) Access to employment records

An employer, on written request by a relevant person, must:

(a) produce to the person the employment records relating to an employee; and

(b) let the person inspect the employment records.

(7) The duty placed on an employer by subclause (6):

(a) continues so long as the records are required to be kept under subclause (3);

(b) is not affected by the fact that the employee is no longer employed by the employer or that the industrial instrument no longer applies to them;

(c) includes the further duties:

(i) to let the relevant person enter premises of the employer for the purpose of inspecting the records; and

(ii) to let the relevant person take copies of or extracts from the records; and

(d) must be complied with not later than:

(i) at the end of the next pay period after the request is received; or

(ii) the seventh day after the day on which the request was made to the employer.

(8) If the employer maintains a personal or other file on an employee, the employee shall be entitled to examine all material contained on that file and take copies at a time that does not result in the employer's business being unduly interrupted or otherwise hampered.

19. – RIGHT OF ENTRY

(1) Right of entry for discussions with employees

(a) Definitions

In this clause:

"authorised representative" means a person who holds an authority in force under the *Industrial Relations Act 1979;*

"relevant employee", when used in connection with the exercise of a power by an authorised representative of the union, means an employee who is a member of the union or who is eligible to become a member of the union.

(b) An authorised representative of the union may, on notification to the employer, enter during working hours, any premises where relevant employees work, for the purpose of holding discussions at the premises with any of the relevant employees who wish to participate in those discussions.

(2) Right of entry to investigate breaches

(a) An authorised representative of the union may, on notification to the employer, enter during working hours, any premises where relevant employees work, for the purpose of investigating any suspected breach of an award, industrial agreement or order that applies to any such employee, or the *Industrial Relations Act 1979*, the *Minimum Conditions of Employment Act 1993*, or the *Occupational Safety and Health Act 1984.*

(b) An "authorised representative" and "relevant employees" have the same meaning as in subclause (1)(a).

(c) For the purpose of investigating a suspected breach in accordance with this clause, the authorised representative:

(i) subject to subclause (2)(d), may require the employer to produce for the representative's inspection, during working hours at the employer's premises or at any mutually convenient time and place, any employment records of employees or other documents kept by the employer that are related to the suspected breach;

(ii) shall not conduct interviews during normal working hours in the circumstances that will result in the employer's business being unduly interrupted or otherwise hampered;

(iii) may make copies of the entries in the employment records or documents related to the suspected breach;

(iv) shall treat with confidentiality any information obtained from employment records; and

(v) may, during working hours, inspect or view any work, material, machinery, or appliance that is relevant to the suspected breach.

(d) In exercising a power under subclause (2)(a), an authorised representative is not entitled to require the production of employment records or other documents unless, before exercising the power, the authorised representative has given the employer concerned:

(i) at least 24 hours' written notice, if the records or other documents are kept on the employer's premises; or

(ii) at least 48 hours' written notice, if the records or other documents are kept elsewhere.

(e) The provisions of subclause (2)(d) apply except where, in accordance with section 49I (7) of the *Industrial Relations Act 1979*, the Commission has waived the requirement for the authorised representative to give the employer concerned notice.

(f) Where the Commission has waived the requirement to give the employer concerned notice of an intended exercise of a power, the authorised representative must, after entering the premises and before requiring the production of the records or documents, give the person who is apparently in charge of the premises the certificate or a copy of the certificate provided by the Commission under section 49I (8) of the *Industrial Relations Act 1979* authorising the authorised representative's exercise of a power without notice.

(3) In respect of non-public access areas at the Art Gallery of Western Australia, the authorised representative will give the employer at least 24 hours' notice of an intention to enter these areas in accordance with subclauses (1) and (2).

(4) If:

(a) a person proposes to enter, or is on, premises in accordance with subclauses (1) or (2); and

(b) the occupier, including a person in charge of the premises, requests the person to show their authority;

the person is not entitled to enter or remain on the premises unless they show the occupier the authority in force under the *Industrial Relations Act 1979*.

(5) The occupier of premises must not refuse, or intentionally and unduly delay, entry to the premises by a person entitled to enter the premises under subclauses (1) or (2).

(6) A person must not intentionally and unduly hinder or obstruct an authorised representative in the exercise of the powers conferred by this clause.

(7) A person must not purport to exercise the powers of an authorised representative under this clause if the person is not the holder of a current authority issued by the Registrar under Division 2G of Part II of the *Industrial Relations Act 1979*.

(8) The parties shall comply with the terms of Division 2G of Part II of the *Industrial Relations Act 1979*.

20. – 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 relevant to the public sector or the role of union workplace representatives conducted by the Union Training Project, the Trade Union Education Foundation, UnionsWA or the Liquor, Hospitality and Miscellaneous Union.

(b) Paid leave of absence shall also be granted for employees to attend similar courses or seminars as from time to time approved by agreement between the employer and the union.

(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 10 days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed 10 days.

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

(b) Where a public holiday or rostered day off (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 employees 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) 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) 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.

(7) (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 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 organisation that is conducting the course.

(8) A qualifying period of 12 months service 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 service.

(9) (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.

21. – 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 shall 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 and 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.

(4) The provisions of this clause shall not apply:

(a) to special arrangements made between the parties, which provide for unpaid leave for employees to conduct union business;

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

(c) to casual employees.

22. – DISTRICT ALLOWANCE

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

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

(i) a partner; or

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

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

(b) "Partial Dependant" in relation to an employee means:

(i) a partner; or

(ii) where there is no partner, a child or any other relative resident within the State who relies 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.

(2) For the purposes of this clause, the boundaries of the various districts shall be as described below and as delineated in subclause (6) of this clause.

District:

1. The area within a line commencing on coast; thence east along latitude 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 latitude 32 and longitude 119; thence south along longitude 119 to coast.

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

3. The area within a line commencing on coast at latitude 26; thence along latitude 26 to longitude 123; thence south along longitude 123 to the boundary of No. 2 District.

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

5. That area of the State situated between the latitude 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.

(3) An employee shall be paid a district allowance at the standard rate prescribed in Column II of subclause (6) of this clause 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 subclause (6) of this clause, the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of subclause (6) of this clause.

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

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

(6) The weekly rate of district allowance payable to employees pursuant to subclause (3) of this clause shall be as follows:

COLUMN I	COLUMN II	COLUMN III	COLUMN IV
DISTRICT	STANDARD RATE	EXCEPTIONS TO STANDARD RATE	RATE
	$ per week	Town or place	$ per week
6	78.42	Nil	Nil
5	64.11	Fitzroy Crossing Halls Creek Turner River Camp Nullagine	86.25
		Liveringa (Camballin)	80.28

		Marble Bar Wittenoom	
		Karratha	75.59
		Port Hedland	70.14
4	32.28	Warburton Mission	87.02
		Carnarvon	30.35
3	20.40	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	32.28
2	14.43	Kalgoorlie Boulder	4.81
		Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance	19.25
1	Nil	Nil	Nil

(Note: In accordance with subclause (4) of this clause, employees with dependants shall be entitled to double the rate of district allowance shown.)

The allowances prescribed in this subclause shall operate from the beginning of the first pay period commencing on or after January 1 2010.

(7) When an employee is on approved annual recreation leave, the employee shall, for the period of such leave, be paid the district allowance to which the employee would ordinarily be entitled.

(8) When an employee is on long service leave or other approved leave with pay (other than annual recreation leave), the employee shall only be paid district allowance for the period of such leave if the employee, dependants or partial dependants remain in the district in which the employee's headquarters is situated.

(9) When an employee leaves their 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.

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

(11) Where an employee, whose headquarters is located in a district in respect of which no allowance is prescribed in subclause (6) of this clause, 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, the employee shall be paid for the whole of such period a district allowance at the appropriate rate pursuant to subclauses (3), (4) or (5) of this clause, for the district in which the employee spends the greater period of time.

(12) 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.

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

(14) The rates expressed in subclause (6) of this clause shall be adjusted every twelve (12) months ending on December 31 in accordance with the official "Consumer Price Index" for Perth as published by the Australian Bureau of Statistics (Cat. No. 6401.0).

The adjustment of rates shall be effective from the beginning of the first pay period to commence on or after the first day of January each year.

23. – FARES AND TRAVELLING ALLOWANCES

(1) Where an employee is required during their normal working hours, by the employer, to work outside their usual place of employment, the employer shall pay the employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) of this clause.

(2) (a) Where an employee is required and authorised to use their own motor vehicle in the course of their duties, they shall be paid an allowance not less than that provided for in the schedules set out in this subclause. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangements as to car allowance not less favourable to the employee.

(b) Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(c) A year for the purpose of this clause shall commence on the first day of July and end on the thirtieth day of June the following year.

Rates of hire for use of employee's own vehicle on employer's business

Schedule 1 – Motor Vehicle Allowance

Area and Details	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc – 2600cc	1600cc & under
	Rate (cents) per Kilometre		
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0
North of 23.5˚ South Latitude	98.6	70.6	58.3
Rest of State	94.3	67.5	55.6

Schedule 2 – Motor Cycle Allowances

Rate (cents) per Kilometre	31.0		

Motor vehicles with rotary engines are to be included in the 1600 – 2600cc category.

(3) The allowance prescribed in this clause shall be varied by the parties in accordance with any movement in the allowances in the Public Service Award 1992.

24. – PAID LEAVE FOR ENGLISH LANGUAGE TRAINING

(1) Leave during normal working hours without loss of pay shall be granted to employees from a non-English speaking background who are unable to meet standards of communication to advance career prospects, who constitute a safety hazard or risk to themselves and/or fellow employees, or who are not able to meet the accepted production requirements of that particular occupation or industry, to attend English training conducted by an approved and authorised authority. The selection of employees for training will be determined by consultation between the employer and the union.

(2) Leave will be granted to enable employees selected to achieve an acceptable level of vocational English proficiency. In this respect the tuition content with specific aims and objectives incorporating the pertinent factors at subclause (3) of this clause shall be agreed between the employer, the union and the Adult Multicultural Education Services or other approved authority conducting the training.

(3) Subject to appropriate needs assessment, participation in training will be on the basis of minimum of 100 hours per employee per year.

(4) The agreed desired proficiency level will take account of the vocational needs of an employee in respect of communication, safety, welfare, and productivity within their current position as well as those positions to which they may be considered for promotion or redeployment. It will also take account of issues in relation to training, retraining and multi-skilling, award restructuring, industrial relations and safety provisions, and equal opportunity employment legislation.

25. - EMPLOYEES LIVING NORTH OF THE 26 DEGREES SOUTH LATITUDE

(1) The conditions and allowances specified in this clause shall apply to all employees whose headquarters are located north of the 26 degrees south latitude.

(2) (a) An employee shall receive an additional five working days' annual leave on the completion of each 12 months' continuous service in the region.

(b) 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 the employer's convenience and provided the employee returns to that region to complete the necessary service.

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

Completed months of continuous service in the region after the initial years service	1	2	3	4	5	6	7	8	9	10	11
Pro rata additional annual leave (working days)	Nil	Nil	1	1	2	2	2	3	3	4	4

(d) Where payment in lieu of pro rata annual leave is made on the death, resignation or retirement of an 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 paragraph (c) of this subclause.

(3) Employees who are tenants occupying Government Employees Housing Authority (GEHA) houses equipped with gas hot water systems are eligible for a reimbursement up to a maximum of $29.00 per month.

(4) Employees who have dependant school age children resident with them shall receive an allowance of $100 per annum per child to a maximum of $400 per annum per family.

(5) (a) Employees who work north of the 26th parallel shall be entitled to an annual leave travel concession, on an annual basis, for recreation leave.

(b) Provided that the entitlement referred to in paragraph (a) of this subclause shall only be available to employees who have worked continuously in the area for 12 months.

(c) An employee may elect to proceed direct to any point south of the 26th parallel in Western Australia, provided that travel will only be approved to a point not further south than Perth; provided further that where special circumstances exist, approval may be given for the concession to apply to other destinations.

(d) The concession shall be available in the following manner:

(i) a return air fare for the employee and their dependants to Perth; or

(ii) full motor vehicle allowance for the car trip at the rates prescribed in Clause 23. - Fares and Travelling Allowances of this award, provided that reimbursement shall not exceed the cost of a return airfare to Perth for the employee and dependants.

(e) An employee who has less than 12 months of service in the abovementioned area and who is required to proceed on annual leave to suit the convenience of the employer, shall be entitled to the provisions of paragraph (d) of this subclause.

(f) Paid travelling time

(i) In the case of travel as described in paragraph (d)(i) of this subclause, one day, each way, travelling time shall be paid for as though worked;

(ii) In the case of travel as described in paragraph (d)(ii) of this subclause, employees shall be entitled to the following travelling time, paid for as though worked -

(aa) employees stationed north of the 20th degree parallel – 2.5 days each way; or

(bb) for the remainder – 2 days each way.

(g) The mode of travel shall be at the discretion of the employer.

(h) A travel concession not utilised within 12 months of becoming due will lapse.

(i) Part-time employees are entitled to travel concessions pursuant to this clause on a pro-rata basis according to the number of hours normally worked.

26. – INTRODUCTION OF CHANGE

(1) (a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have a significant effect on employees, the employer shall notify the employees who may be affected by the proposed changes and the union.

(b) "A significant effect" includes 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.

(2) (a) The employer shall discuss with the employees affected and the union, among other things, the introduction of the changes referred to in subclause (1) of this clause, the effects the changes are likely to have on employees, measures to avert or minimise the adverse a significant effect and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes. Where an employee is to be made redundant, the matters to be discussed also include the likely effects of the redundancy.

(b) The discussion shall commence as soon as reasonably practicable after a decision has been made by the employer to make the changes referred to in subclause (1) 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 any employer shall not be required to disclose information which may seriously harm the employer's business undertaking or the employer's interest in the carrying on, or disposition, of the business undertaking.

27. – CONSULTATION

(1) The parties recognise the need for effective communication to improve the business/operational performance and working environment in organisations. The parties acknowledge that decisions will continue to be made by the employer, who is responsible and accountable to Government for the effective and efficient operation of the organisation.

(2) The parties agree that:

(a) Where the employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of the employees, the union and employees affected shall be notified by the employer as early as possible.

(b) For the purposes of such discussion, the employer shall provide to the union and employees concerned relevant information about the changes, including the nature of the changes on the employees provided that the employer shall not be required to disclose information which may seriously harm the employer's business undertaking or the employer's interest in the carrying on, or disposition, of the business undertaking.

(c) In the context of such discussion the union and employees are able to contribute to the decision making process.

28. – COLLECTION OF BANKING DETAILS

The employer shall, upon receiving written authorisation from an employee, provide to the union within five (5) working days the employee's bank account details and subsequent changes from time to time for the purpose of enabling the employee to establish direct debit facility for the payment of union dues.

29. – TRAINING AND SKILLS ACQUISITION

(1) Establishment of skill level

(a) The parties to this award shall determine the appropriate range of skills applicable to each classification level contained in the relevant wages clause of their award.

(b) Each employee shall be paid the wage rate specified for a classification level defined in accordance with paragraph (a) of this subclause.

(c) Where the employee is required to apply skills which in total or in part correspond to the skills required of a higher classification than that to which they are appointed, the employee shall receive the rate of pay corresponding to that higher classification, in accordance with the higher duties/mixed functions clauses of the relevant award in Schedule C of this award.

Such higher rate of pay shall be payable for the duration of the application of the higher level of skills, in accordance with the higher duties/mixed functions clauses of the relevant award in Schedule C of this award.

(d) The level of skills possessed by each employee shall be determined by training standards, certification and experience in accordance with subclauses (2) and (3) of this clause.

(e) "Experience", for the purposes of this clause, means skills gained in an industry or occupation or away from work and which are recognised within the classification structure.

(2) Training standards

(a) Where relevant training standards have been developed by the relevant statutory state training authority, however constituted, those standards shall be adopted in respect of matters relating to training in the industries and callings covered by this award.

(b) Where relevant national training standards have been registered by the relevant national training board, however constituted, those standards shall be adopted in respect of matters relating to training in the industries and callings covered by this award.

(c) Where relevant training standards have not been developed by the statutory state training authority or registered by the national training board, the parties to this award shall establish the standards to be adopted with respect of matters relating to training in the industries and callings covered by this award.

(d) "Training standards" for the purposes of this clause shall include, but not be limited to, the following:

(i) the standards and competencies of skills required for each calling;

(ii) curricula development;

(iii) training courses;

(iv) articulation and accreditation requirements for both on and off the job training;

(v) on the job training guidelines.

(3) Training standards, vocational education and accreditation

All training and vocational education for the purpose of imparting skill corresponding to the classification structure of the relevant award in Schedule C shall be:

(a) consistent with the training standards established in accordance with subclause (2):

(b) of a form which is recognised for the purpose of attainment or contributory towards the attainment of an accredited vocational educational qualification; and

(c) accredited by the statutory state training authority; or

(d) in the absence of the statutory state training authority, agreed by the parties to this award as adequate in meeting the requirements of this subclause (3).

30. – UNION FACILITIES FOR UNION REPRESENTATIVES

(1) The employer recognises the rights of the union to organise and represent its members. Union representatives ("delegates") in the organisation have a legitimate role and function in assisting the union in the tasks of recruitment, organising, communication and representing members' interests in the workplace and the organisation.

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

(3) The union will advise the employer in writing of the names of the union representatives in the organisation.

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

(a) Reasonable paid time off from normal duties:

(i) to perform their functions as a union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in union authorised committees; and

(ii) to attend union business in accordance with Clause 21 – Leave to Attend Union Business.

(b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of lockable filing cabinets, meeting rooms, telephones, fax, email, Internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal organisation protocols.

(c) A notice board for the display of union materials including broadcast email facilities.

(d) Paid access to periods of leave for the purpose of attending union training courses in accordance with Clause 20 – Trade Union Training Leave. Country representatives will be provided with appropriate travel time.

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

(f) Access to a sheltered area for meetings of members.

(g) Access to work location, names, rosters and hours of work of employees. This information and access will also be provided to union officials upon request.

(h) Access to awards, agreements, policies and procedures.

(i) Access to information on matters affecting employees in accordance with Clause 27 – Consultation.

(j) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.

(5) Group inductions

Where the employer conducts a group induction, which may be on or off site, the union shall be given at least 14 days notice of the time and place of the induction. The union will be entitled to at least thirty minutes to address new employees without employer representatives being present.

(6) Union general/delegate meetings

(a) Subject to reasonable notice and prior arrangement with the employer, employees will be granted paid time off to attend quarterly general meetings of up to one hour duration on site with the union. Where the site meeting exceeds one (1) hour, such absence will be without pay for the period of the meeting that exceeds one (1) hour.

To conduct these meetings the union shall be entitled to a private facility at the workplace wherever possible provided the union gives the employer reasonable notice.

(b) On an annual basis, one of the meetings at subclause (6)(a) can be converted to a paid district meeting of up to two (2) hours duration with additional time allocated for travel.

(c) Delegates will be able to attend paid quarterly district delegate meetings of up to two (2) hours duration with additional time allocated for travel.

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

31. – WITNESS AND JURY SERVICE

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

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

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

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

(5) An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses (2) and (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.

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

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

(8) An employee granted leave of absence on full pay as prescribed in subclause (6) 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.

32. – LIBERTY TO APPLY

Liberty is reserved to the union to make application to vary this award during the term of the award with respect to provisions on:

- Sick leave
- Public holidays
- Long service leave
- Short leave
- Purchased leave – 44/52 wage arrangement
- Dispute settlement procedures
- Consultative mechanisms
- Employees living north of 26 degrees south latitude
- Part time employees
- District allowance
- Fares and travelling allowances
- Schedule B: List of Respondents
- Schedule C: List of Awards

33. – TRAINEESHIPS

(1) Definitions

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

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

"Traineeship Training Contract" means the agreement between the employer and the trainee that provides details of the traineeship and obligations of the employer and trainee and is registered with the Western Australian Department of Training and Workforce Development.

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

(2) Traineeships

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

(b) Training conditions

The arrangements between the employer and the trainee in relation to training are as specified in the Traineeship Training Agreement, as administered by the Western Australian Department of Training and Workforce Development.

(c) Employment conditions

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

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

(iii) trainees are permitted to be absent from work without loss of continuity of employment to attend off the job training in accordance with the training plan. However, except for absences provided for under the relevant award/s, failure to attend for work or training without an acceptable cause will result in loss of pay for the period of the absence; and

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

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

(d) Wages

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

34. – COMMITMENT TO BARGAINING

Employees covered by this award and employed from 2 March 2005 will not be employed under any form of individual agreement made pursuant to the *Fair Work Act 2009* or the *Industrial Relations Act 1979*, as amended or superseded from time to time.

35. – ACCESS TO AWARD

Every employee shall be entitled to have access to a copy of this award. The employer shall make sufficient copies available for this purpose.

36. – DISPUTE SETTLEMENT PROCEDURE

(1) Any questions, disputes or difficulties arising under the award or in the course of the employment of employees covered by the award shall be dealt with in accordance with this clause.

(2) The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution within three working days.

(3) If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution within a further three working days.

(4) If the dispute is still not resolved, it may be referred by the employee/s or union representative to the employer or their nominee.

(5) Where the dispute cannot be resolved within five working days of the union representative's referral of the dispute to the employer or their nominee, either party may refer the matter to the Commission.

(6) The period for resolving a dispute may be extended by agreement between the parties.

(7) At all stages of the procedure, the employee may be accompanied by a union representative.

(8) Notwithstanding the above, the union may raise matters directly with representatives of the employer. In each case, the union and the employer shall endeavour to reach agreement. If no agreement is reached, either party may refer the dispute to the Commission for conciliation and/or arbitration.

SCHEDULE A – PARTIES TO AWARD

Liquor, Hospitality and Miscellaneous Union, Western Australian Branch

SCHEDULE B – LIST OF RESPONDENTS

Minister for Health in his incorporated capacity under s7 of the Hospitals and Health Services Act 1927 (WA) as:

(i) the Hospitals formerly comprised in the Metropolitan Health Service Board;

(ii) the Peel Health Service Board;

(iii) the South West Health Board; and

(iv) the WA Country Health Service.

30th Floor, Allendale Square
77 St George's Terrace
PERTH WA 6000

Board of the WA Centre for Pathology and Medical Research
Hospital Avenue
NEDLANDS WA 6009

Director General
Department of Agriculture
3 Baron-Hay Court
SOUTH PERTH WA 6151

Director General
Department of Culture and the Arts
Level 7, Law Chambers,
573 Hay Street,
PERTH WA 6000

Executive Director
Department of Conservation & Land Management
50 Hayman Road
COMO WA 6152

Director General
Department of Housing and Works
99 Plain Street
EAST PERTH WA 6004

Commissioner
Main Roads Western Australia
Don Aitken Centre
Waterloo Crescent
EAST PERTH WA 6004

Minister for Police and Emergency Services; Justice; Community Safety
13th Floor, Dumas House
2 Havelock Street
WEST PERTH WA 6005

Governing Council of Central TAFE
25 Aberdeen Street
PERTH WA 6000

Governing Council of Central West College of TAFE
Fitzgerald Street

GERALDTON WA 6530

Governing Council of Challenger TAFE
15 Grosvenor Street
BEACONSFIELD WA 6162

Governing Council of CY O'Connor College of TAFE
Lot 1 Hutt Street
NORTHAM WA 6401

Governing Council of Great Southern Regional College of TAFE
Anson Road
ALBANY WA 6330

Governing Council of Kimberley College of TAFE
Coolibah Drive
KUNUNURRA WA 6743

Governing Council of Pilbara TAFE
Millstream Road
KARRATHA WA 6714

Governing Council of South West Regional College of TAFE
Robertson Drive
BUNBURY WA 6231

Governing Council of Swan TAFE
Hayman Road
BENTLEY WA 6102

Governing Council of West Coast College of TAFE
35 Kendrew Crescent
JOONDALUP WA 6027

The Director General
Department of Education and Training
151 Royal Street
EAST PERTH WA 6004

Attorney General
30th Floor, Allendale Square
77 St George's Terrace
PERTH WA 6000

Minister for Community Development, Women's Interests, Seniors and Youth; Disability Services, Culture and the Arts
12th Floor, Dumas House
2 Havelock Street
WEST PERTH WA 6005

The Chief Executive Officer
Water Corporation of Western Australia
629 Newcastle Street
LEEDERVILLE WA 6007

WA Alcohol and Drug Authority
7 Field Street
MOUNT LAWLEY 6050

Director General

Disability Services Commission
146-160 Colin Street
WEST PERTH WA 6005

General Manager
Metropolitan Cemeteries Board
Karrakatta Cemetery
Railway Road
KARRAKATTA WA

Zoological Parks Authority
20 Labouchere Road
SOUTH PERTH WA 6151

Chief Executive Officer
Western Australian Sports Centre Trust
Stephenson Avenue
MT CLAREMONT WA 6010

President
Recreation Camps and Reserves Board
Sir Thomas Meagher Drive
FLOREAT WA 6014

Managing Director
Western Australian Mint
310 Hay Street
Perth WA 6000

Director General
Department of Industry and Resources
Mineral House
100 Plain Street
EAST PERTH WA 6004

Minister for Housing and Works; Racing and Gaming; Government Enterprises; Land Information
10th Floor
216 St George's Terrace
PERTH WA 6000

Director
Country High School Hostels Authority
151 Royal Street
EAST PERTH WA 6004

Rottnest Island Authority
L1, E Shed Victoria Quay
FREMANTLE WA 6160

SCHEDULE C – LIST OF AWARDS

Catering Employees and Tea Attendants (Government) Award 1982 No. A 34 of 1981

Child Care Workers (Education Department) Award No. A 20 of 1984

Children's Services (Government) Award 1989 No. A29 & PSA A 29A of 1985

Cleaners and Caretakers (Government) Award, 1975 No. 32 of 1975

Community Welfare Department Hostels Award 1983 No. A27 of 1981

Country High School Hostels Award, 1979 No. R 7A of 1979

Cultural Centre Award 1987 No. A28 of 1988

Enrolled Nurses and Nursing Assistants (Government) Award No. R 7 of 1978

Gardeners (Government) 1986 Award No. 16 of 1983

Health Workers - Community and Child Health Services Award, 1980 No. R 21 of 1979

Hospital Employees' (Perth Dental Hospital) Award 1971 No. 4 of 1970

Hospital Workers (Government) Award No. 21 of 1966

Rangers (National Parks) Consolidated Award 2000

Recreation Camps (Department for Sport and Recreation) Award No. A28 of 1985

Teachers' Aides' Award, 1979 No. R 4 of 1979

Zoological Gardens Employees Award 1969 No. 29 of 1969

V A R I A T I O N R E C O R D

MISCELLANEOUS GOVERNMENT CONDITIONS AND ALLOWANCES AWARD

NO. A 4 OF 1992.

Delivered 27/05/93 at 73 WAIG 1489

Extensively Varied by 1295/04 delivered 02/03/05 effective 25/02/05 - at 85 WAIG 872
(MNC 200500495)

Note: For Variations Prior to 25/02/05 please see previous variation record at end.

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
	Corr. Order	1295/04	02/03/05 (Del 16/03/07)	87 WAIG 715
2. Arrangement				
3. Area and Scope				
	Cl.	APPL 81/07	21/12/10	Unreported
4. Term of Award				
5. Definitions				
	Cl.	APPL 81/07	21/12/10	Unreported
6. Parental Leave				
	Cl.	APPL 81/07	21/12/10	Unreported
7. Leave Without Pay				
8. Bereavement Leave				
	Cl.	APPL 81/07	21/12/10	Unreported

9. Study Leave				
10. Cultural/Ceremonial Leave				
11. Purchased Leave – 48/52 Wages Arrangement				
12. Deferred Wages Arrangement				
13. Blood/Plasma Donors Leave				
14. Emergency Services Leave				
15. Defence Force Reserves Leave				
	Cl.	APPL 81/07	21/12/10	Unreported
16. Payment of Wages				
17. Salary Packaging				
	Cl.	APPL 81/07	21/12/10	Unreported
18. Employment Records				
	Cl.	APPL 81/07	21/12/10	Unreported
19. Right of Entry				
	Cl.	APPL 81/07	21/12/10	Unreported
20. Trade Union Training Leave				
	Cl.	APPL 81/07	21/12/10	Unreported

21. Leave to Attend Union Business				
22. District Allowance				
	Corr. Order	1295/04	02/03/05 (Del 06/03/07)	87 WAIG 575
	Cl.	APPL 81/07	21/12/10	Unreported
23. Fares and Travelling Allowances				
	Cl.	APPL 81/07	21/12/10	Unreported
24. Paid Leave for English Language Training				
25. Employees Living North of the 26 degrees South Latitude				
	Cl.	APPL 81/07	21/12/10	Unreportedc
26. Introduction of Change				
27. Consultation				
28. Collection of Banking Details				
29. Training and Skills Acquisition				
	Cl.	APPL 81/07	21/12/10	Unreported
30. Union Facilities for Union Representative				
31. Witness and Jury Service				
32. Liberty to Apply				

33. Traineeships				
	Cl.	APPL 81/07	21/12/10	Unreported
34. Commitment to Bargaining				
	Cl.	APPL 81/07	21/12/10	Unreported
35. Access to Award				
36. Dispute Settlement Procedure				
Schedule A: Parties to Award				
Schedule B: List of Respondents				
Schedule C: List of Awards				
	Sch.	APPL 81/07	21/12/10	Unreported

Please note the Variation Record below reflects amendments prior to the variation and consolidation by Order No. 1295/04 on the 25/02/2005

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
(1A. - State Wage Principles December 1993)				
	Ins. cl.	1457/93	24/12/93	74 WAIG 198
	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 3013

(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 1843

(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 1843
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

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

2. Arrangement

Ins. 1A.	1457/93	24/12/93	74 WAIG 198
Ins 25	941/94	24/11/94	74 WAIG 3013
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 3013
Ins. Appendix	694/96	16/07/96	76 WAIG 2789
Ins. Appendix - Resolution...	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
13. 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 1843
Del. 1B	797/02	01/08/02	82 WAIG 1369

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

3. Area and Scope

Cl.	691/04	06/12/04	85 WAIG 538

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

4. Term of Award

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

5. Definitions

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

6. Parental Leave

Cl.	APPL 81/07	21/12/10	Unreported

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

7. Leave Without Pay

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

8. Compassionate Leave

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

9. Study Leave

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

10. Payment of Wages

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

11. Time and Wages Records

(2)(a) ins. text	2053/1/97	22/11/97	77 WAIG 3138
(2)(a)Ins text.; del. (2)(B)(i) renum. subseq. Placitums	491/98	16/04/98	78 WAIG 1471

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

12. Right of Access, Notices and Interviews

Ins. Preamble	2053/1/97	22/11/97	77 WAIG 3138

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

(13. Deduction of Union Subscriptions)

As Delivered	A 4/93	27/05/93	73 WAIG 1492
Cl & Title	2053(2)/97	22/11/97	77 WAIG 3171

13. Deleted

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

14. Trade Union Training Leave

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

15. Leave to Attend Union Business

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

16. District Allowance

(6)	454A/97	01/07/97	77 WAIG 2974
(6)	288/01	11/07/01	81 WAIG 2436
(6)	1500/04	21/12/04	85 WAIG 539

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

17. Fares and Travelling Allowances

(2)(c)	454A/97	01/07/97	77 WAIG 2974

(2)(c)	104/04	7/05/04	84 WAIG 1109

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

18. Paid Leave for English Language Training

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

19. Employees Living North of the 26 degrees South Latitude

(3)	454B/97	01/04/98	78 WAIG 1873
(3)	1673/02	20/12/02	83 WAIG 141

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

20. Introduction of Change

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

21. Award Modernisation

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

22. Training and Skills Acquisition

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

23. Witness and Jury Service

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

24. Liberty to Apply

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

25. Jobskills Trainees

Ins cl	941/94	24/11/94	74 WAIG 3013
Cl.	569/03	5/06/03	83 WAIG 1899 & 2450

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

Appendix - Resolution of Disputes Requirement

Ins. Appendix	693/96	16/07/96	76 WAIG 2768

	(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

Schedule A: Parties to Award

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

Schedule B: List of Respondents

	Del Resp	76/80 pt 180	09/09/97	77 WAIG 2757

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

Schedule C: List of Awards and Agreements

	Sch.	691/04	06/12/04	85 WAIG 538

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05

Appendix - S.49B - Inspection of Records Requirements

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

CLOSED SEE VARIATION RECORD ABOVE FOR DETAILS FOLLOWING 25/02/05