WA Government Health Services Engineering and Building Services Award 2004

PART 1 - APPLICATION AND OPERATION OF AWARD

1. - TITLE

(1) This Award shall be known as the WA Government Health Services Engineering and Building Services Award 2004 and shall replace the following awards only insofar as they apply to the WA Government Health Services:

(a) Building Trades (Government) Award 1968 No. 31a of 1966;

(b) Engineering Trades (Government) Award 1967 No. 29, 30 & 31 of 1961 & 3 of 1962;

(c) Engine Drivers (Government) Award 1983 No. A5 of 1983; and

(d) Metropolitan Health Service Engineering and Building Services Award 1999.

1B. - MINIMUM ADULT AWARD WAGE

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

(2) The minimum adult award wage for full-time employees aged 21 or more is $692.90 per week payable on and from the commencement of the first pay period on or after 1 July 2016.

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

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

(5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.

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

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

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

(a) Apply to all work in ordinary hours.

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

(9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2016 State Wage order decision. Any increase arising from the insertion of the

minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

(a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than $593.90 per week on and from the commencement of the first pay period on or after 1 July 2016.

(b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.

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

(d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

2. - ARRANGEMENT

PART 1 - APPLICATION AND OPERATION OF AWARD

1. Title
1B Minimum Adult Award Wage
2. Arrangement
3. Term
4. Application and Parties Bound
5. Area and Scope
6. Definitions
7. Liberty to apply

PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

8. Commitments of the Parties
9. Introduction of Change
10 Right of Entry
11. Dispute Resolution

PART 3 - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP, EQUIPMENT, TOOLS AND AMENITIES
12. Contract of Service
13. Mobility and Deployment
14. Temporary, Part time and Casual Employees
15. Uniforms, Protective Clothing and Equipment
16. Supported Wage

PART 4 - SALARIES AND RELATED MATTERS

17. Payment of Salaries
18. Salary Packaging
19. Leading Hand Allowance
20. Higher Duties

21. Apprentices
22. Access to Records
23. Special Rates and Provisions

PART 5 - HOURS OF WORK, BREAKS, OVERTIME AND SHIFTWORK

24. Hours of Work and Rostering
25. Overtime
26. Shiftwork

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

27. Casual Employees
28 Public Holidays
29. Annual Leave
30. Leave Options
31. Sick Leave
32. Long Service Leave
33. Training Leave
34. Union Representatives
35. Defence Force Training Leave
36. Witness and Jury Service
37. Bereavement Leave
38. Parental Leave
39. Family Leave
40. Paid Leave for English Language Training
41. Special Leave Without Pay
42. Special Leave With Pay
43. Sabbatical Leave
44. Emergency Service Leave
45. Ceremonial and Cultural Leave
46. Donors Leave

PART 7 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

47. Car Allowance
48. Fares & Travelling Allowances
49. Travelling Allowance
50 District Allowances
51. Employees North of 26th Parallel – Travel Concession, Annual Leave

PART 8 – APPENDICES

APPENDIX A – Salaries
APPENDIX B – Workplace Reform
APPENDIX C - Saving of Certain Provisions of Industrial Agreements replaced by this Award.
APPENDIX D – 12 Hour Shift Arrangements for Plant Operators

3. - TERM

This award shall operate for a period of six months from the date of issuance.

4. - APPLICATION & PARTIES BOUND

(1) The following are parties to and bound by this Award;

(a) The Minister for Health incorporated as the Board of the hospitals formerly comprised in the Metropolitan Health Service Board, under s7 of the Hospitals and Health Services Act 1927 (WA).

(b) The Minister for Health incorporated as the WA Country Health Service, under s7 of the Hospitals and Health Services Act 1927 (WA).

(c) The Minister for Health incorporated as the South West Health Board, under s7 of the Hospitals and Health Services Act 1927 (WA).

(d) The Minister for Health incorporated as the Peel Health Services Board under s7 of the Hospitals and Health Services Act 1927 (WA).

(e) Electrical Trades Union WA.

(f) The Plumbers and Gasfitters Employees' Union of Australia, Western Australian Branch, Industrial Union of Workers.

(g) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers – Western Australian Branch.

(h) The Construction, Forestry, Mining and Energy Union of Workers.

5. – AREA AND SCOPE

(1) This Award shall operate throughout the State of Western Australia.

(2) This Award shall apply to employees, including apprentices:

(a) employed by the Employer and / or any facility or service managed, controlled or operated by the Employer;

(b) engaged in any of the callings specified in Appendix A. - Salaries.

(3) This Award shall not apply to the construction or maintenance of water supply, sewerage or drainage works within the area covered by the Water Supply Award No. 8 of 1956 or any award replacing that award.

(4) This Award shall not apply to work coming within the scope of the Hospital Salaried Officers Award No. 39 of 1968.

6. – DEFINITIONS

(1) "Accredited official" means a Secretary or official of a Union party to this Award. In the case of an official, he/she shall only be deemed an "accredited official" when the holder for the time being of a certificate signed by the relevant Union Secretary and bearing the Union's seal.

(2) "AHS" means Area Health Service grouping of HCU's which are run and operated under a single managerial structure.

(3) "Construction work" means work on site in or in connection with:

(a) the construction of a large industrial undertaking or any large civil engineering project;

(b) the construction or erection of any multi-storey building; and

(c) the construction, erection or alteration of any other building, structure or civil engineering project which the Employer and the Union(s) agree or, in the event of disagreement, which the Western Australian Industrial Relations Commission declares to be construction work for the purpose of this Award.

(4) “Continuous service” shall include any period during which an employee is on annual leave and/or holidays, any approved period an employee is absent from duty through sickness, with or without pay, unless the absence exceeds three calendar months, in which case the period in excess of three months shall not be counted as continuous service. In the case of approved periods of absence from work due to workers compensation, the first six months only of any such period shall count as continuous service. This definition shall not apply to continuous service for the purpose of calculating long service leave.

(5) “Continuous shift worker” means an employee who is contracted to work ordinary hours of duty in accordance with a roster where the employee is rostered for afternoon and/or night shift with day shift as defined in Clause 26 - Shiftwork and who may be rostered to work on any of the days of the week that the service operates.

(6) "Day off duty" means a day on which an employee is not rostered to work and for which the employee has no entitlement to pay.

(7) “Employer” means the parties detailed in subclauses (1)(a),(b),(c) and (d) of Clause 4 – Application and Parties Bound, of this Award.

(8) “Full-time employee” means an employee who is employed to work an average of 38 hours per week.

(9) “HCU” means Health Care Units, which are the various discrete operational units of an Area Health Service.

(10) “Metropolitan area” means that area in a radius of 50 kilometres from the Perth Central Railway Station.

(11) "Ordinary salary" shall mean the appropriate salary rate prescribed in Appendix A. - Salaries.

(12) “Parties” means the Employer and the Unions bound by this Award.

(13) “Part-time employee” means an employee regularly employed to work less than an average of 38 ordinary hours per week.

(14) "Rostered day off" means the paid day(s) off accruing to an employee resulting from the employee working an average of a 38 hour week and taken in accordance with the agreed roster.

(15) "Union(s)" means any or all of the union organisations bound by this Award.

(16) “WA Government Health Services” means all of the employers collectively, who are bound by this Award.

7. – LIBERTY TO APPLY

(1) If this Award is deficient because of any oversight, omission or error arising in the consolidation and rationalisation of the awards listed in Clause 1 – Title, there shall be liberty to apply to amend the Award to correct such deficiency.

(2) There shall be liberty to apply to vary this Award to:

(a) include provisions relating to the definitions, scope of work and rates of pay for Hospital Maintenance Technician.

(b) adjust allowances and salaries in accordance with State Wage Decisions.

PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION.

8. – COMMITMENTS OF THE PARTIES

(1) Award Modernisation

The parties are committed to modernising the terms of the Award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction.

(2) Structural Efficiency

The parties are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the Employer and to enhance the career opportunities and job security of employees.

(3) The parties are committed to maintaining the integrity of competency based training, the Award classification definitions and nationally approved competency standards, within the context of the operational requirements of the Employer. In so doing the parties to this Award reaffirm their commitment to maintaining the integrity of structured trade training.

(4) Occupational Safety and Health.

The Parties are committed to continuing active participation in the Occupational Safety and Health management process which operates within the HCU and to ensuring the relevant Acts, regulations, codes of practice and standards are adhered to.

(5) Consultation

(a) Establishment of a HCU Consultative Committee

Where any party so requests, the Parties shall establish a Consultative Committee as a vehicle to improve communication and genuine consultation in the workplace.

(b) Role of the HCU Consultative Committee

(i) Without limiting the range of activities and matters which the Parties may at any time agree to include in the Terms of Reference of the Committee, the Committee shall deal with any industrial matters.

(ii) The Committee shall develop and endorse its own specific Terms of Reference.

(c) Composition of the HCU Consultative Committee

(i) The Committee shall, subject to subclause (5)(c)(iii), consist of equal numbers of representatives of employees and the Employer. The Employee representatives shall be directly elected by all employees to whom this Award applies and who are engaged at that HCU.

(ii) For the purposes of the election of employee representatives to the Committee and the conduct of the business of the Committee there shall be no distinction made by the Parties between members and non-members of the Unions.

(iii) The Unions may nominate up to three additional accredited workplace representatives as members of the Committee.

(iv) Each Union may each nominate an official to attend meetings of the Committee.

(d) General

(i) Meetings of the Committee shall be scheduled to occur during the ordinary working hours of members. It is however acknowledged that some commitment of members time outside of normal working hours may be required.

(ii) The Employer shall provide Committee members with reasonable time away from their normal work to undertake the duties of members, which shall include but shall not necessarily be limited to:

(aa) Formal and informal consultation with staff in the workplace.

(bb) Participation in working parties which may be established by the Committee.

(cc) Meetings of employee representatives immediately prior to meetings of the Committee.

(dd) Participation in agreed training designed to equip members with the knowledge and skills to contribute effectively to the business of the Committee.

(iii) The Committee shall develop agreed protocols for the release of members from their normal work.

(iv) The Parties shall agree, on a HCU by HCU basis, on the resources necessary to support the functioning of the Committee.

9. – INTRODUCTION OF CHANGE.

(1) Employer's Duty to Notify

(a) The Employer shall notify the employees and the Union(s), where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology, that are likely to have significant effects on the employees.

(b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's work force or in the skills required; the elimination or lessening of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for re-training or transfer of employees to other work or locations and the re-structuring of jobs. Provided that an alteration shall not be deemed to have "significant effects" where the Award provides for such alteration.

(2) Employer's Duty to Discuss Change

(a) Discussion between the Employer and the employee(s) affected and the Union(s) shall commence as soon as possible after a firm decision has been made by the Employer to make the changes referred to in subclause (1)(a) above.

(b) Such discussions shall include: the effects the changes are likely to have on employee(s) and measures to reduce the adverse effects of such changes; and

(c) The Employer shall give prompt consideration to matters raised by the employee(s) and/or the Union(s) in relation to the changes.

(d) For the purposes of such discussion, the Employer shall provide to the employee(s) concerned and the Union(s), all relevant information about the changes, provided that the Employer shall not be required to disclose confidential information, which would be inimical to the Employer’s interest.

10. – RIGHT OF ENTRY

(1) An accredited official shall, on no less than 1 days' prior notification to the Employer, or a lesser period where so specified by the Western Australian Industrial Relations Act, or as agreed to by the parties, have the right to enter the workplace during working hours, including meal breaks, for the purpose of discussing with employees covered by this Award, the legitimate business of the Union or for the purpose of interviewing employees, checking on wage rates, investigating award breaches or complaints concerning the application of this Award, or any other industrial matter, but shall in no way unduly interfere with the work of the employees.

(2) The accredited official shall show the authority issued by the Western Australian Industrial Relations Commission if requested to do so.

(3) The provisions of this clause shall not limit the authority of the provisions of the Industrial Relations Act 1979.

(4) Union Notices

Subject to the provisions of this clause, the Employer shall allow an accredited official to post a copy of this Award or any Union notice on nominated notice boards.

(5) Notice Board

Notice board(s) on which Union notices may be posted shall be provided by the Employer in suitable locations.

11. – DISPUTE RESOLUTION

(1) Dispute Procedure

In order to minimise the effect of any question, dispute or difficulty that may arise between the Parties or between the Employer and its employee(s), it is agreed that the following procedure shall be observed.

(a) Where a dispute, grievance or other question arises, the employee(s) concerned shall raise the matter with the appropriate Supervisor or other nominated representative.

(b) If not satisfactorily settled, or in cases where the matter is of such a nature as to warrant the omission of the step detailed in subclause (1)(a) hereof, the shop steward and/or the employee(s) concerned shall discuss the matter with the appropriate Employer representative.

(c) If satisfaction is not achieved, the Shop Steward of the employee(s) shall refer the matter to an appropriate full time official of the Union, who shall discuss the matter with the appropriate representative of the Employer.

(d) Each of the foregoing steps shall be followed in good faith and without any undue or unreasonable delay by any party. The parties agree that 3 working days shall normally be considered reasonable for the purposes of moving from one to another of each of the foregoing steps.

(e) This procedure shall not apply in the event of any genuine issue involving the safety of the employee(s), or other person.

(f) Throughout the foregoing procedure normal work shall continue. No party shall be prejudiced to final settlement by the continuance of work in accordance with this subclause.

(g) At the employee's option, a shop steward or another nominated person may also be present at any of the meetings held regarding the dispute, grievance or question.

(2) Disciplinary Procedure

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

(a) In the event that an employee commits a misdemeanour, the employee's immediate supervisor or any other officer so authorised, may exercise the right to reprimand the employee so that the employee understands the nature and implications of his/her conduct.

(b) The first two reprimands shall take the form of warnings and, if given verbally shall be confirmed in writing as soon as practicable after the giving of the reprimand.

(c) Should it be necessary, for any reason, to reprimand an employee in writing three times within a twelve month period, the contract of service may, subject to the principles of natural justice, upon the giving of that third reprimand, be terminable in accordance with the provisions of this Award.

(d) The above procedure is meant to preserve the rights of the individual employee, but it shall not in any way , limit the right of the Employer to summarily dismiss an employee for misconduct.

(3) Access to the Commission

(a) At any stage of these procedures, either party may refer the matter to the Western Australian Industrial Relations Commission for resolution. However, this shall not occur until such time as the persons involved in the question, dispute or difficulty have made a reasonable attempt to resolve the question, dispute or difficulty.

(4) Maintenance of Services

(a) The Union(s) recognise that the Employer has a statutory and public responsibility to provide health care services without any avoidable interruptions.

(b) The grievance procedure has been developed between the Parties to provide an effective means by which employees may reasonably expect problems to be dealt with as quickly as possible by the Employer.

(c) Accordingly, the Union(s) agree that during any period of industrial action, sufficient labour shall be made available to carry out work essential for life support within the Employer's operation's.

(d) The Parties shall agree, on a HCU by HCU basis,- in writing on guidelines on the supply of labour and circumstances in which such labour shall be called upon at each HCU .

PART 3 - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP, EQUIPMENT, TOOLS AND AMENITIES.

12. – CONTRACT OF SERVICE

(1) Appointments shall be made in writing. The letter of appointment shall include the terms of the employee's appointment and shall appoint the employee to a classification under Appendix A - Salaries of this Award.

(2) The contract of service shall be by the fortnight and, except as provided in subclause (5), (6) and (12)(b), shall be terminable by the giving of 2 weeks' notice on either side or by the payment or forfeiture, as the case may be, of up to 2 weeks' salary.

Provided that, by agreement between the Employer and employee, the notice or payment prescribed may be varied or waived.

(3) An employee appointed by an employer bound by this Award, shall be on probation for a period not exceeding three months, unless otherwise determined by the employer. However, employees appointed from within the Western Australian public sector who have prior permanent employment which is continuous with their appointment under this Award, will not be required to serve a probationary period.

(4) Prior to the expiry of a period of probation, the employer shall:

(a) confirm the appointment; or

(b) terminate the services of the employee.

Provided that, prior to the expiry of the initial three month period of probation, an employer may extend an employee's period of probation for a further period not exceeding three months' duration, but where this occurs, the employer shall notify the employee in writing of the extension and the reasons therefore.

(5) At any time during a period of probation the employer may annul the appointment and terminate the services of the employee. During a period of probation, the contract of service shall be by the week and shall be terminable by the giving of 1 weeks' notice on either side or by the payment or forfeiture, as the case may be, of up to 1 weeks' salary.

(6) The contract of service for:

(a) a casual employee, shall be by the hour.

(b) a temporary employee, shall be for the term specified in the employee's letter of appointment.

(7) Employees may be directed to perform any job within their area of expertise and scope of activity up to and at the classification level to which they are appointed provided that they have the necessary skills and competencies.

(8) The Employer is entitled to deduct payment for any day or part thereof where the employee does not perform all duties as directed, consistent with the employee's classification, unless such non-performance is authorised in writing by the Employer.

(9) Provision of Work

(a) An employee, if engaged, and on presenting himself/herself for work to commence employment is not required, shall be entitled to at least 8 hours' work or payment thereof at ordinary rates and to payment of the appropriate allowance prescribed by Clause 48 - Fares and Travelling Allowances of this Award.

(b) This subclause shall not apply if an employee is not required by reason of inclement weather, in which case the provisions of Clause 39 - Inclement Weather of the Building Trades Award No. 31 of 1966 shall apply.

(10) An employee shall be guaranteed a full week's work provided that the Employer is entitled to deduct payment for any day or part thereof where:

(a) an employee cannot be usefully employed due to strike action by any union or association provided that employees who are required to attend for work and do so attend as required on any day, shall be paid a minimum of one day's pay at ordinary rates.

(b) an employee is unable to work due to the breakdown of the Employer's machinery or through any stoppage of work by any cause which the Employer cannot reasonably prevent;

Provided that, in the case of wet weather, the decision as to whether it is too wet to work shall rest with the Employer, however, wet weather shall not affect an employee's entitlement to payment.

(c) An employee not paid in accordance with paragraph (10)(a) or (10)(b) shall not lose benefits which the employee would ordinarily attract under this Award, provided that the employee resumes work as required after the stand down, and provided that the employee shall not be entitled to payment for any public holiday occurring during the period of the stand down where the stand down occurs under paragraph (10)(a).

(11) The Employer shall be under no obligation to pay for any day or portion of a day not worked on which the employee is required to present him/herself for duty and does not, except where the absence is due to illness and comes within the provisions of Clause 31. - Sick Leave or the absence is due to holidays to which the employee is entitled under the provisions of this Award.

(12) Termination of Employment

(a) This clause does not affect the Employer's right to dismiss an employee for misconduct and an employee so dismissed shall be paid salary up to the time of dismissal only.

(b) Period of Notice

Subject to paragraph (6) and (12)(a), the Employer must not terminate an employee's employment unless the following periods of notice are given or an employee is paid compensation in lieu of notice. This requirement to pay notice does not apply to apprentices, casuals, or persons employed for a specified period of time.

Period of continuous service with the Employer	Period of Notice
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

(c) The period of notice prescribed in paragraph (12)(b) is increased by one week if the employee is over 45 years old and has completed at least 2 years continuous service with the Employer.

(13) Written Statements

(a) A dismissed employee may request in writing, a written statement from the Employer detailing the reason(s) for termination. The Employer shall provide such statement within 14 days of receipt of the request. Provided that in the case of dismissal for misconduct, the reason for such dismissal must be given in writing.

(b) A dismissed employee may make a written request to the Employer for a statement of service. The Employer shall provide such statement within 3 working days following receipt of the request.

13. – MOBILITY AND DEPLOYMENT

(1) Headquarters

This clause has application only to those HCU's comprising the Metropolitan Health Services. The standards prescribed in any applicable Public Sector Standard shall apply to the application of this clause. The Employer shall ensure equity of access to deployment opportunities.

(a) Each employee shall be assigned to a specific HCU and that HCU shall be the employee's headquarters. The headquarters of an employee as at the date of registration of this Award shall be the HCU at which the employee is working on that date.

(b) An employee may be transferred to another HCU by the giving of 3 months' notice or such lesser period of notice as may be agreed with the employee. Any decision to transfer an employee to alternate headquarters shall be taken only after reasonable consultation with the employee, and in reaching such a decision regard shall be had to the:

(i) career aspirations of the employee.

(ii) family & carer responsibilities of the employee.

(iii) availability of transport.

(iv) availability of work at a level commensurate with the classification of the employee.

(v) any direct or indirect costs incurred by the employee.

(vi) the suitability of the position to which the employee is being transferred having regard to the skills, abilities and competencies of the employee.

(2) Temporary Deployment

(a) An employee may be temporarily rostered to work at another HCU for any period of not less than 1 week or more than 3 months, unless otherwise agreed.

(b) An employee temporarily rostered to work at another HCU shall be paid not less than the usual rate for the employee's classification.

(c) The employee shall be advised of the terms and the duration of the temporary deployment in writing.

(d) The employee shall be reimbursed any reasonable net additional travelling costs incurred as a result of the employee being temporarily rostered to work at another HCU.

(e) Any reasonable net additional travelling time incurred by the employee as a result of the employee being temporarily rostered to work at another HCU shall be counted as ordinary working hours.

(f) The parties may from time to time agree on payment of a weekly rate in substitution for the preceding travelling costs and / or travelling time compensation arrangements.

(g) Access to temporary deployment opportunities shall as far as practicable be equitably available to all employees.

(3) Adhoc Deployment

(a) By agreement between an employee and the Employer, the employee may be rostered to work at another HCU on an adhoc basis

(b) An employee temporarily rostered to work at another HCU shall be paid not less than the usual rate for the employee's classification.

(c) The employee shall be reimbursed any reasonable net additional travelling costs incurred as a result of the employee being required to work at another HCU on an adhoc basis.

(d) Any reasonable net additional travelling time incurred by the employee as a result of the employee being required to work at another HCU on an adhoc basis shall be counted as ordinary working hours.

(e) The parties may from time to time agree on payment of a daily rate in substitution for the preceding travelling costs and travelling time compensation arrangements.

(f) Access to adhoc deployment opportunities shall as far as practicable be equitably available to all employees.

(g) For the purposes of this sub clause "adhoc deployment" means deployment for a period of less than 1 week.

(4) An employee may request regular, temporary or adhoc deployment to a HCU other than the employees headquarters for the purposes of acquiring additional competencies or experience or change in location. Where the Employer gives effect to such a request, the Employer shall not be obliged to defray any additional travelling costs or travelling time incurred by the employee. However the Employer shall provide such compensation as it deems appropriate if the acquisition of the additional competencies or experience is in the interests of the Employer.

(5) Nothing in this clause is intended to limit the employer's capacity to roster an employee to work at different worksites within a HCU.

14. – TEMPORARY, PART TIME & CASUAL EMPLOYEES.

(1) Temporary Employees

(a) A temporary employee shall be paid the rate of pay for the classification prescribed by this Award for the work performed, for the period of the employment.

(b) A temporary employee shall be entitled to all the conditions of employment prescribed by this Award provided that no provision of nor anything done pursuant to this Award, shall have the effect of extending the term of employment of a temporary employee.

(2) Part-time Employees

(a) A part-time employee shall be paid on a pro-rata basis according to the hours worked, at the rate of pay for the classification prescribed by this Award for the work performed.

(b) A part-time employee shall be entitled to the conditions of employment prescribed by this Award for the work performed, on a pro-rata basis.

(3) Casual Employees

(a) A "Casual Employee" shall mean an employee who is engaged to work for not more than 5 consecutive days.

(b) A casual employee shall be paid a loading of 20 per cent in addition to the rates prescribed by Appendix A. - Salaries.

(4) The Parties shall agree in writing, on a AHS by AHS basis, on guidelines on the ordinary use of temporary labour at each AHS.

15. – UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

(1) Uniforms and Protective Clothing

(a) The Employer shall supply and the employee shall wear such protective clothing and footwear as is required.

(b) The Employer may supply uniforms and may require them to be worn at all times when considered necessary by the Employer, in sufficient quantity to ensure a clean uniform per shift.

(c) Protective clothing or uniforms supplied under paragraphs (1)(a) or (1)(b) of this subclause shall remain the property of the Employer.

(d) All washable clothing forming part of the protective clothing or uniforms supplied by the Employer shall either be laundered by the Employer or in lieu thereof the employee may be paid a laundry allowance. The amount of the laundry allowance and those items of protective clothing or uniforms to be laundered by the employee shall be as agreed from time to time between the parties.

(e) The standard uniform issue may be varied by agreement between the Employer and the Union(s).

(f) By agreement, on an HCU basis, the parties may agree on alternative arrangements for the provision and laundering of uniforms and protective clothing at each HCU .

(g) HCU specific arrangements for the provision and laundering of uniforms and protective clothing as at the date of registration of this Award shall not be changed by the Employer without prior consultation.

(2) Protective Equipment

(a) The Employer shall make available a sufficient supply of personal issue protective equipment for use by employees when engaged on work for which such personal issue protective equipment is reasonably necessary, and employees shall be required to appropriately use such protective equipment, in accordance with the requirements of the Occupational Safety and Health Act 1984.

(b) An employee shall not lend another employee any personal issue protective equipment issued to the first mentioned employee.

(3) Change Room

A suitable and convenient change room shall be available for employees to use. The change room shall not be used for storing noxious materials.

16. – SUPPORTED WAGE

(1) This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:

(a) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability as documented in "[Supported Wages System: Guidelines and Assessment Process]".

(b) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

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

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

(2) Eligibility Criteria

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

The clause also does not apply to employers in respect of their facility, program, undertaking, services or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s.10 or s.12A of the Act, or if a part has received recognition, that part.

(3) Supported Wage Rates

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

Assessed Capacity (subclause 4)	% of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than $56 per week).

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

(4) Assessment of Capacity

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

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

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

(5) Lodgement of Assessment Instrument

(a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Western Australian Industrial Relations Commission.

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

(6) Review of Assessment

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

(7) Other Terms and Conditions of Employment

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

(8) Workplace Adjustment

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

(9) Trial Period

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

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

(c) The minimum amount payable to the employee during the trial period shall be no less than $56 per week; or, in the case of paid rates award, the amount payable to the employee during the trial period shall be $56 per week or such greater amount as is agreed from time to time between the parties (taking into account the Centrelink income test free areas for earnings) and inserted into this award.

(d) Work trials should include induction or training as appropriate to the job being trialed.

(e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (4) of this clause.

PART 4 - SALARIES AND RELATED MATTERS

17. – PAYMENT OF SALARIES.

(1) Payment of Salaries

(a) Each employee shall be paid the annual salary, proportionate to hours worked, prescribed for his or her classification in Appendix A. - Salaries.

(i) The weekly rate of pay shall be calculated by dividing the prescribed annual salary by 52.166.

(ii) The hourly rate of pay shall be calculated by dividing the weekly rate of pay by 38.

(b) Employee's annual salary shall be paid in equal fortnightly instalments by direct funds transfer into an account nominated by the employee at an approved bank, building society or credit union.

(c) Where exceptional circumstances exist and direct funds transfer is impractical, by agreement between the Employer and employee, payment by cheque may be made.

(2) Deductions

(a) Deductions for income tax, superannuation and such other purposes as may be prescribed by law, shall be made automatically from the employee's pay.

(b) Where the Employer and employee agree in writing, deductions for any other purpose may be made. The Employer may withdraw from any such agreement with four weeks notice. The employee may direct that any such deductions shall cease with one clear pay periods notice.

(3) Payment on Ceasing Employment

(a) When an employee ceases employment before the usual pay day, the employee shall be paid his / her final pay by cheque on the day he / she ceases work.

(b) Notwithstanding paragraph (3)(a), the Employer may elect to forward, at the Employers risk, a cheque by registered post to the employees last recorded home address, within seven days of the date the employee ceases work.

(c) Notwithstanding paragraph (3)(a), the Employer may elect to deposit the final pay into the account nominated pursuant to paragraph (3)(b), within 7 days of the date the employee ceases work.

(4) Recovery of Overpayments

(a) If employees are paid for work not subsequently performed or are overpaid due to administrative or similar error, the Employer shall, after consultation with the employee, make adjustments to the employees subsequent fortnightly salary payments.

(i) A one-off overpayment shall be recovered in the pay period immediately following the pay period in which it was made, or in the period immediately following the pay period in which it was discovered that the overpayment had occurred.

(ii) Cumulative overpayments shall be recovered at a rate agreed between the Employer and the employee provided that if the Employer and the employee cannot agree on a reasonable recovery rate the Western Australian Industrial Relations Commission may determine what is reasonable in the circumstances.

(b) Any other arrangements for the recovery of overpayments may be agreed between the Parties.

18. – SALARY PACKAGING

(1) An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

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

(3) For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

(4) The TEC for the purposes of salary packaging, is calculated by adding:

(a) The base salary;

(b) Other cash allowances, eg annual leave loading,

(c) Non cash benefits, eg superannuation, motor vehicles etc;

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

(e) Any variable components, eg performance based incentives (where they exist).

(5) Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of the arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Award, the provisions of this Award shall have precedence.

(6) The salary packaging arrangement must be cost neutral in relation to the total cost to the Employer.

(7) The salary packaging arrangement must also comply with relevant taxation laws and the Employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

(8) In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of Employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

(9) In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement.

(10) The Employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

(11) The Dispute Settlement Procedures contained in this Award shall be used to resolve any dispute arising from the operations of this clause. Where such a dispute is not resolved, the matter may be referred by either party to the Western Australian Industrial Relations Commission.

(12) For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the salary rates expressed in Clause 17 - Payment of Salaries shall continue to be so calculated despite an election to participating in any salary packaging arrangement.

19. – LEADING HAND ALLOWANCE

(1) An employee placed in charge of 3 or more other employees shall, in addition to the employee's ordinary salary, be paid –

(a) Not less than 3 and not more than 10 other employees - $45.70 per week;

(b) More than 10 and not more than 20 other employees - $61.40 per week;

(c) More than 20 other employees - $76.70 per week.

(2) The rates herein prescribed shall be deemed to form part of the ordinary rate of salary of the employees concerned for all purposes of this Award.

(3) Nothing in the Award shall require payment of a leading hand allowance to an employee placed in charge of other employees if that employee's classification defines the exercise of supervisory / leading hand duties.

20. – HIGHER DUTIES

(1) An employee who is required by the Employer to act in a position which attracts a higher rate of pay than the employee's ordinary rate of pay, shall be paid higher duties based on the difference between the rates of pay and the proportion of the higher classified duties which were assigned, provided that:

(a) An employee who undertakes higher duties for more than 2 hours in a shift shall in addition be paid higher duties for the whole of the remainder of the shift.

(b) No higher duties allowance is payable to an employee who is required to act in a position solely because the substantive occupant is on a single rostered day off.

21. – APPRENTICES.

(1) Apprentices may be taken in the ratio of one apprentice for every 2 or fraction of 2 (the fraction being not less than 1) tradespersons and shall not be taken in excess of that ratio unless -

(a) The Union or Unions concerned so agree; or

(b) The Western Australian Industrial Relations Commission so determines.

(2) Where an apprentice's rostered day off duty as prescribed in Clause 24. - Hours of Work and Rostering falls within a period of block release, an alternative rostered day off shall be arranged at a mutually convenient time.

(3) Salary

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

(d) The Tradesperson's rate is the rate applicable to a Mechanical Fitter Level 10 under this Award

(4) Notwithstanding any other provision of this Award, an apprentice 21 years of age or over shall not be paid less than 75% of the Tradesperson's rate.

(5) If, through no fault of his/her own, an apprentice fails to attend a period of training in any week, fortnight or year as prescribed that period shall be made up during the final year of the apprenticeship if the Employer and the training authority so arrange.

(6) An apprentice shall be released to attend vocational classes or classes of instruction in accordance with the Industrial Training Act 1975, the Industrial Training (Apprenticeship Training) Regulations 1981 or the Apprenticeship Agreement as the case requires. Apprentices shall be paid the ordinary salary they would otherwise have been paid during the period they are released from work.

(7) The provisions of this Award shall be read in conjunction with the Industrial Training Act 1975 and the Industrial Training (Apprenticeship Training) Regulations 1981.

22. – ACCESS TO RECORDS

(1) Inspection of Time and Salaries Records

(a) The Employer shall maintain a time and salaries record for each employee.

(b) The entries in the time and salaries records for each employee shall include:

(i) the name and details of each employee;

(ii) the employee's job classification or description and whether full-time, part-time, temporary or casual;

(iii) the hours worked each day including roster details, if applicable;

(iv) the salaries, allowances and overtime paid to each employee and any deductions made there from.

(c) Computerised time and salaries records may be kept by the Employer and shall be deemed to satisfy the requirements of this clause to the extent of the information recorded.

(d) The Employer must ensure that each entry in the time and salaries record is retained for not less than 7 years after it is made.

(e) A representative of the Union(s) shall have the power to inspect the time and salaries records of an employee or former employee.

(f) The Employer may refuse the representative access to the records if -

(i) the Employer is of the opinion that access to the records by the representative of the Union would infringe the privacy of persons who are not members of the Union; and

(ii) the Employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(g) The power of inspection may only be exercised by a representative of a Union authorised in accordance with the rules of the Union to exercise the power.

(h) Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the Employer.

(i) The Employer or Union(s) bound by and party to this Award may apply to the Western Australian Industrial Relations Commission at any time in relation to this clause.

(2) Access to Employee Files

If the Employer maintains a personal or other file on an employee, the employee shall be entitled to arrange a time to examine all material maintained on that file, and may obtain excerpts/copies of material from the file.

(3) Access to the Award

An employee shall be entitled to have access to a copy of this Award. Sufficient copies shall be made available by the Employer for this purpose.

23. – SPECIAL RATES AND PROVISIONS

(1) Disability Allowances

(a) Except as otherwise provided in this clause, the annual base salaries prescribed in this Award incorporate a commuted allowance which is in full substitution for all disability allowances and other special rates and provisions which are contained in any of the awards named in Clause 1. – Title, as at the date of registration of this Award.

(b) Polychlorinated Biphenyls: Employees required to remove or handle equipment or fittings containing polychlorinated biphenyls (PCBs), for which protective clothing must be worn, shall be paid an allowance of $2.31 for each hour or part thereof whilst so engaged.

(c) Asbestos:

(i) Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority.

(ii) Employees engaged in a work process involving asbestos who are required to wear protective equipment, i.e. respiratory protection in the form of a high efficiency class H particulate respirator and/or special clothing, shall be paid an allowance of $0.77 per hour for each hour or part thereof whilst so engaged.

(d) Furnace Work

Employees engaged in the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles, steam generators, heat exchangers and similar refractory work or on underpinning shall be paid $1.67 per hour or part thereof whilst so engaged.

(e) Construction Allowance

(i) In addition to the appropriate rate of pay prescribed in Appendix A. – Salaries of this Award, an employee shall be paid –

(aa) $50.50 per week if engaged on the construction of a large industrial undertaking or any large civil engineering project;

(bb) $45.60 per week if engaged on a multi-storey building but only until the exterior walls have been erected, the windows completed and a lift made available to carry the employee between the ground floor and the floor upon which he/she is required to work. A “multi-storey building” is a building which, when completed, shall consist of at least five stories.

(cc) $26.90 per week if engaged otherwise on Construction Work.

(ii) The rates specified in paragraph (1)(e)(i) shall be discounted by $20.80 per week, the amount of the commuted allowance granted under paragraph (1)(a) of this subclause.

(f) Asbestos Eradication

(i) This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.

(ii) For the purposes of this clause "asbestos eradication" means work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

(iii) All aspects of asbestos work shall meet as a minimum standard the provisions of the National Health and Medical Research Council codes, as varied from time to time, for the safe demolition/removal of asbestos based materials.

Without limiting the effect of the above provision, any person who carried out asbestos eradication work shall do so in accordance with the legislation/regulations prescribed by the appropriate authorities.

(iv) An employee engaged in asbestos eradication (as defined) shall receive an allowance of $1.66 per hour worked in lieu of rates prescribed in paragraph (1)(c) of Clause 23. – Special Rates and Provisions.

(v) Respiratory protective equipment, conforming to the relevant parts of the appropriate Australian Standard (i.e. 1716 "Specification of Respiratory Protective Devices") shall be worn by all personnel during work involving eradication of asbestos.

(g) Where more than one of the disabilities entitling an employee to extra rates exists on the same job the employee shall be paid only the highest rate for the disabilities so prevailing.

(2) Tools - Allowances and Provisions

(a) The salary of all tradespersons employed under this Award incorporates a tool allowance for the purpose of such tradesperson supplying and maintaining tools ordinarily required in the performance of work as a tradesperson.

(b) The salary of all apprentices incorporates the percentage which appears against the relevant year of apprenticeship in subclause (3) of Clause 21. - Apprentices of the appropriate tradespersons tool allowance.

(c) The tool allowance prescribed in paragraph (2)(a) includes an amount for the purpose of enabling employees to insure their tools against loss or damage by theft or fire.

(d) Apprentice Tool Kits

(i) On commencement of an apprenticeship, the Employer shall provide an apprentice with a basic tool kit, the composition of which shall be agreed in writing between the parties on an AHS basis.

(ii) The tool kit provided in accordance with paragraph (2)(d)(i) of this subclause shall remain the property of the Employer until, on successful completion of the apprentices indenture, it shall become the property of the apprentice, without deduction.

(iii) Any dispute regarding the composition of the tool kit shall be addressed through the procedures contained in Clause 11. - Dispute Resolution.

(e) The Employer shall provide, for the use of tradespersons or apprentices, all necessary power tools, special purpose tools and precision measuring instruments.

(f) A tradesperson or an apprentice shall replace or pay for any tools supplied by the Employer, if lost through the negligence of such employee.

(g) An employee in receipt of a tool allowance shall provide him/herself with all necessary tools kept in suitable condition for the performance of the work.

(h) Storage of Tools

(i) The Employer shall provide a waterproof and reasonably secure place on each job where the employees' tools (when not in use) may be locked up apart from the Employer's plant or material.

(ii) The Employer shall indemnify an employee in respect of any tools of the employee stolen if the Employer's failure to comply with this clause is a material factor in contributing to the theft of the tools.

(3) Licences - Allowances and Provisions

(a) Plumbing Trade Allowance

The rate of salary specified in Appendix A. - Salaries of this Award, includes an amount in substitution of payment of the Plumbing Trade Allowance, as defined in the Building Trades (Government) Award 1968 No. 31a of 1966, to compensate for the classes of work specified therein as at the date of registration of this Award.

(b) Permit Work

Any licensed plumber called upon by the Employer to use the licence issued to him/her by the Metropolitan Water Supply, Sewerage and Drainage Board for a period in any one week shall be paid $19.70 for that week in addition to the rates otherwise prescribed.

(c) Electrical Trade Allowance

The rate of salary specified in Appendix A. - Salaries of this Award, includes an amount in substitution of payment of the allowance for an electronics tradesperson, an electrician - special class, an electrical fitter and/or an armature winder or an electrical mechanic who holds in the course of employment may be required to use a current "A" grade or "B" grade licence issued pursuant to the relevant regulation in force on the 28th day of February, 1978 under the Electricity Act, 1948.

(d) Scaffolding Certificate Allowance

A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by an accredited training provider and is required to act on that certificate whilst engaged on work requiring a certified person shall be paid $0.62 per hour or part thereof, in addition to the rates otherwise prescribed in this Award.

(e) Nominee Allowance

A licensed electrical fitter or mechanic who acts as nominee for the Employer shall be paid an allowance of $19.70 per week.

(f) Setter Out

A setter out (other than a leading hand) in a joiner’s shop shall be paid $5.95 per day in addition to the rates otherwise prescribed.

(4) Industry Allowance

The rate of salary specified in Appendix A. - Salaries of this Award, includes an amount in substitution of payment of the industry allowances as defined in the Building Trades (Government) Award 1968 No. 31a of 1966 and the Engineering Trades (Government) Award 1967 No. 29, 30 & 31 of 1961 & 3 of 1962 as at the date of registration of this Award.

(5) Hospital Environment Allowance

The rate of salary specified in Appendix A. - Salaries of this Award, includes an amount in substitution of payment of the Hospital Environment Allowance as defined in the Building Trades (Government) Award 1968 No. 31a of 1966 and the Engineering Trades (Government) Award 1967 No. 29, 30 & 31 of 1961 & 3 of 1962 as at the date of registration of this Award.

(6) General

The work of an electrical fitter/mechanic shall not be tested by an employee holding a lower grade licence.

(7) Variation of Substituted Allowances and Special Rates

No claim shall be made to vary the amount of allowances incorporated into the annual salary.

PART 5 - HOURS OF WORK, BREAKS, OVERTIME AND SHIFTWORK

24. – HOURS OF WORK AND ROSTERING

(1) Ordinary hours of work shall be an average of 38 hours per week.

(2) Ordinary hours of work shall be worked as rostered, between 0600 hours and 1800 hours Monday to Friday, in 5 consecutive shifts of 7hours and 36 minutes (exclusive of meal breaks).

(3) The roster shall be established and maintained by the Employer in accordance with the operational requirements of the Employer after consultation with the employees to whom the rosters apply.

(4) The roster shall be posted on each occasion at least 48 hours before it comes into operation, in a convenient place where it can be readily seen by the employees concerned.

(5) Rostered work outside of the ordinary hours of work shall attract the relevant shift penalties. Unrostered work shall attract the relevant overtime provisions.

(6) Any dispute concerning rosters may be addressed through the procedures contained in Clause 11. - Dispute Resolution.

(7) Meal Breaks and Tea Breaks

(a) An employee shall take one unpaid meal break as near as reasonably practicable to the middle of each rostered shift. Meal breaks shall be not less than 30 minutes and not more than 90 minutes in duration. Travelling time taken to reach the staff facility at which the meal break is taken shall not exceed 10 minutes including “wash-up” time between the time of downing tools and commencing the meal break. Travelling time taken to return to the job and commence work after the completion of the meal break shall not exceed 5 minutes.

(b) An employee may take one paid refreshment break prior to the unpaid meal break. Refreshment breaks shall be taken on the job or at the staff facility closest to the location the employee is working and, in any event, shall not exceed 10 minutes including “wash-up” time between the time of downing tools and resuming work.

(c) An employee may determine the commencement time of refreshment breaks and the time and duration of the meal break provided that the timing and/or duration of the breaks do not interrupt the near completion of work, interfere with the completion of urgent work, interfere with the rectification of a breakdown of plant, or interfere with routine maintenance of plant which can only be done while such plant is idle.

(d) Notwithstanding paragraph 7(c) the Employer may from time to time roster meal and refreshment breaks if it is necessary for work to continue uninterrupted. Where the Employer so rosters the meal and refreshment breaks and an employee works in excess of six hours without a meal break the employee shall be paid at overtime rates for the time worked in excess of six hours, until released from duty to commence the meal break.

(8) Nothing in this Award shall prevent the Parties from agreeing to alternative arrangements to regulate ordinary hours of work and rostering.

(9) Notwithstanding the provisions of this clause ordinary hours of work may, by agreement between the Employer and employees, be worked as rostered in accordance with one of the following cycles:

(a) Nine day fortnight

(i) Rostered Day Off

Actual hours of 76 hours as rostered over nine days per fortnight with the tenth day to be taken as an unpaid rostered day off. The following provisions shall apply to an employee working under this arrangement:

Each employee shall be allowed 1 rostered day off each fortnight in accordance with a roster prepared by the Employer showing days and hours of duty and rostered days off for each employee.

A rostered day off shall be the first or last day of the week unless otherwise agreed between the Employer and employee.

(ii) Annual Leave and Public Holidays

A four week annual leave entitlement is equivalent to 152 hours, the equivalent of eighteen rostered working days of 8 hours 27 minutes, and 2 rostered days off.

For the purposes of annual leave, a day shall be credited as 8 hours 27 minutes.

(iii) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time, as rostered.

(iv) Study Leave

Credits for Study Leave shall be given for educational commitments falling due between an employee's nominated starting and finishing times.

(b) Nineteen day month

Actual hours of 152 hours as rostered over four weeks with the twentieth day to be taken as an unpaid rostered day off. The following provisions shall apply to an employee working under this arrangement:

(i) Rostered Day Off

Each employee shall be allowed one rostered day off each 4 week cycle in accordance with a roster prepared by the Employer showing days and hours of duty and rostered days off for each employee.

A rostered day off shall be the first or last day of the week unless otherwise agreed between the Employer and employee.

(ii) Leave and Public Holidays.

A 4 week annual leave entitlement is equivalent to 152 hours, the equivalent to 19 rostered working days of 8 hours, and one rostered day off.

For the purposes of annual leave, a day shall be credited as 8 hours.

(iii) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time, as rostered.

(iv) Study Leave

Credits for Study Leave shall be given for educational commitments falling due between and employee's nominated starting and finishing times.

(c) The Employer shall not withdraw from an agreement for ordinary hours to be worked in accordance with this subclause without prior consultation pursuant to Part 2 Communication, Consultation and Dispute Resolution of this Award.

(10) Flexitime

Notwithstanding the provisions of this clause, flexitime may be worked by agreement between the Employer and Employee/s. All provisions of the Award continue to apply except where inconsistent with these provisions.

(a) The working of flexitime arrangements shall be subject to the following:

(i) The Employer shall be responsible for authorising a flexitime roster. The roster shall indicate minimum staffing requirements, any parameters relating to starting and finishing times, lunch break coverage and flexileave, the minimum operation parameters (MOP's).

(ii) The MOP's shall be prepared after consultation with the employee's to whom the roster applies.

(iii) Subject to paragraph (ii), MOP's may be varied to accommodate operational requirements.

(b) Subject to there being work available to be done and subject to the employee being capable of undertaking the available work, an employee may select their own starting and finishing times within the parameters from time to time specified by the Employer. In the absence of such specification the following parameters shall apply:

(i) Commencement of shift: 0600 to 0930 hours.

(ii) Minimum lunch break of 30 minutes to be taken within 6 hours of commencing work on any day.

(iii) End of Shift: 1500 to 1930 hours.

(c) Hours of Duty

The ordinary hours of duty may be an average of 8 hours and 30 minutes per day, which may be worked with flexible commencement and finishing times in accordance with this clause, provided that:

(i) An average of 38 hours per week shall be worked.

(ii) The maximum number of hours that can be worked on any day shall be 10 hours.

(iii) The minimum number of hours that can be worked on any day shall be 4 hours.

(iv) At no point shall credit hours exceed 76 hours.

(v) At no point shall debit hours exceed 15 hours and 12 minutes.

(vi) The ordinary hours of duty shall be worked on Monday to Friday, unless agreed otherwise from time to time.

(vii) The settlement period shall be 4 weeks, commencing at the beginning of a pay cycle.

(d) Credit Hours

(i) Credit hours worked in excess of the average of 38 hours per week to a maximum of 76 hours, are permitted at the end of each settlement period. Credit hours shall be carried forward to the next settlement period.

(ii) Where an employee has credit hours in excess of 76 hours at the end of a settlement period, the employee shall have one settlement period to reduce the credit hours to 76 hours. If the employee does not reduce the credit hours to at least 76 hours within the settlement period, the Employer may roster the employee off duty during the subsequent settlement period to bring credit hours down to 76 hours.

(iii) Where the credit hours of an employee are regularly in excess of 76 hours, the Employer may require the employee to revert to working rostered shifts.

(iv) Ordinarily, credit hours shall be accessed as half days or single days off.

(v) Employees shall be able to nominate the days upon which they shall access their credit time, provided the nominated days accommodate the MOP's and provided the nominated days may be cancelled by the Employer in response to operational necessity.

(vi) The maximum number of days (or equivalent half days) which may be taken off in any settlement period shall be 4 days (inclusive of days taken off by way of the nine day fortnight), except by agreement.

(e) Debit Hours

(i) Debit hours below the required average of 38 hours per week to a maximum of 15 hours and 12 minutes are permitted at the end of a settlement period. Debit hours shall be carried forward to the next settlement period.

(ii) Where an employee has debit hours in excess of 15 hours and 12 minutes, the employee shall have one settlement period to reduce the debit hours to at least 15 hours and 12 minutes. If the employee does not reduce the debit hours to at least 15 hours and 12 minutes within the settlement period, the Employer may roster the

employee on duty for the regular rostered day off without penalty to the Employer, to bring debit hours up to 15hours and 12 minutes.

(iii) Where the debit hours of an employee are regularly in excess of 15 hours and 12 minutes, the Employer may require the employee to revert to working rostered shifts.

(f) Termination of Employment

(i) Once an employee tenders notice of resignation, the employee shall not work additional credit hours, other than where the employee's hours are in debit, except by agreement. Credit hours accrued after notice of resignation is tendered shall not be paid out to an employee, except where the hours are worked by agreement.

(ii) On termination, credit hours to a maximum of 76 hours shall be paid out. Credit hours in excess of 76 shall only be paid out in the instance where the employee has not been allowed by the Employer to clear it during the notice period.

(iii) On termination, debit hours shall be deducted from the employee's final pay.

(g) Rostered Shifts

(i) Where an employee has been instructed to work a rostered shift, the appropriate overtime provisions shall apply after 8 hours and thirty minutes of ordinary hours of work are worked on any day.

(ii) An employee shall be given not less than 48 hours' notice by the Employer of the requirement to work a rostered shift.

(iii) Where less than the required notice is provided, an employee shall be credited with one additional hour of credit.

(iv) Notwithstanding the provisions of this subclause, the Employer shall endeavour to provide staff with as much notice as possible of the requirement to work a rostered shift.

(h) All employees are required to record their daily hours of work on flex sheets. At the end of each settlement period, flex sheets are to be verified by the Supervisor. Flex sheets shall be kept in a central location. Past flex sheets shall be maintained by the Department and available for inspection by any person authorised to inspect them.

(i) Nothing in this Clause shall alter the employers pre-existing rights to determine work arrangements and the manner in which work is undertaken to suit the operational requirements of the employer, including the making of provisions for attendance of employees for duty on Saturday's, Sunday's or Public Holiday's, the performance of shift work or the cancellation of flexible working hours, as provided for by the Award.

(j) For the purposes of this clause:

"Rostered shift" shall mean any shift of 8 hours and 30 minutes of ordinary hours, the starting and finishing times of which are specified by the Employer, which the Employer instructs the employee to work.

25. – OVERTIME

(1) Overtime Rate.

(a) Work required by the Employer to be performed outside of the ordinary hours of work, shall be paid for at the overtime rates of:

(i) Double time and a half when carried out on a public holiday;

(ii) Double time when carried out after 1200 hours on a Saturday, or any time on a Sunday; or

(iii) Time and a half for the first 2 hours and double time thereafter at any other time.

(b) Overtime on shift work shall be based on the rate payable for shift work.

(c) On the request of an employee, the Employer may grant time off in lieu of payment for overtime. Time of in lieu shall be proportionate to the payment to which the employee is otherwise entitled.

(d) The allocation of overtime shall not be made on the basis of an employee's preference for payment or time off in lieu.

(2) The provisions of this clause do not operate so as to require payment of more than double time rates, or double time and a half on a holiday prescribed under this Award.

(3) Each day stands alone in calculating overtime but if overtime continues beyond midnight on any day, time worked after midnight shall be deemed part of the previous day's work.

(a) An employee on overtime duty is entitled, where practicable, to have a minimum break of 10 hours before recommencing work on successive days.

(b) An employee shall be paid at ordinary time for any rostered ordinary hours which fall while a 10 hour break is being observed.

(c) Where an employee is directed by the Employer to recommence work after less than a ten hour break, the employee shall be paid at the rate of double time thereafter until released from duty. The employee shall be entitled to be absent until 10 hours off duty are observed.

(d) For shift employees the period of ten hours shall be reduced to 8 hours when overtime worked:

(i) is due to a private arrangement between employees, or

(ii) is due to a shift employee not reporting for duty, or

(iii) is for the purpose of changing shift rosters.

(e) This subclause does not apply where overtime is worked as a result of a recall and actual time worked is less than three hours on such recall or on each of such recalls.

(f) This subclause shall not apply to casuals.

(4) An employee who is recalled to work after leaving the workplace at the end of the shift shall be paid a minimum of 3 hours at the relevant overtime rates. Time reasonably spent in getting to and from work shall be counted as time worked. An employee shall be paid in excess of the minimum of 3 hours where the addition of the time worked and the time spent travelling to and from work exceeds a total of 3 hours.

(5) Employees in areas as agreed between the parties may be rostered for stand by duty outside of the ordinary hours of work. In addition to any payment due under this Award for any overtime worked, each employee rostered for stand by duty shall be paid -

(a) 3 hours pay at ordinary rates if rostered on any day Monday to Friday inclusive or if stand by rates are applicable on a rostered day off.

(b) 4 hours pay at ordinary rates if rostered on a Saturday or a Sunday.

(c) 3 hours pay at ordinary rates plus a day in lieu if rostered on a holiday.

Provided that alternative arrangements may be agreed upon in writing, between the parties.

(6) Work on a Rostered Day Off

(a) An employee required to work on a rostered day off shall be re-rostered for another day off at a mutually convenient time, in lieu of overtime rates prescribed in this clause.

(b) Provided that, should the Employer and employee so agree, the time involved may be treated and paid as overtime in accordance with the other provisions of this clause.

(c) Provided further, that the employee shall be paid in accordance with the call out provisions of this subclause where called out on a rostered day off and required to work for less than 1 complete day.

(7) Meal Breaks During Overtime

(a) An employee required to work 2 hours or more overtime continuous with their rostered hours, which necessitates taking a meal break, shall be paid a meal allowance of $13.90 for each meal so required or may be provided with a meal ticket.

Provided that this sub-clause shall not apply to an employee notified on the previous day of the previous day of the requirement to work such overtime.

(b) Where an employee so notified provides themselves with a meal and subsequently is not required to work overtime or is required to work less overtime than the period notified, the employee shall be paid for each meal provided and not the required the amount prescribed in paragraph 7(a).

(8) Overtime for Apprentices

(a) Apprentices under 18 years of age shall not be required to work overtime or shift work unless the employee so desires.

(b) Apprentices shall not, except in an emergency, work or be required to work overtime or shift work at times which would prevent attendance at Technical School, as required by any statute, award or regulation applicable to the apprentice.

(9) When an employee, after having worked overtime and/or shifts for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the Employer shall provide conveyance to the employees home or the nearest public transport.

(a) The Employer may require any employee to work reasonable overtime at overtime rates.

(b) Unions party to this Award, and/or employees covered by this Award, shall not in any way, directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this paragraph.

26. – SHIFT WORK

(1) Notwithstanding any other provision of this Award, shift work may be worked as rostered, but where the shift work is to be regular rostered shiftwork, the Employer shall notify the relevant Union party to this Award.

(2) Shift Penalties

(a) For the purposes of this subclause:-

(i) "Afternoon shift" shall mean a shift which commences at or after 1200 hours and before 1800 hours.

Provided that an afternoon shift shall not mean a shift which commences at or after 1200 hours and is completed at or before 1800 hours on that day.

(ii) "Night shift" shall mean a shift which commences at or after 1800 hours and before 0600 hours

(b) Shift Penalty Rates

(i) An employee when working on afternoon shift shall be paid a loading of 15% of the hourly rate for the classification in which the employee is employed.

(ii) An employee when working on night shift shall be paid a loading of 20% of the hourly rate for the classification in which the employee is employed.

(3) Subject to the provisions of this Award all work performed on a rostered shift, when the major portion of the shift falls on a Saturday, Sunday or a public holiday, shall be paid for as follows :-

(a) Saturday - at the rate of time and one half

(b) Sunday - at the rate of time and three quarters

(c) Public Holidays - at the rate of double time and a half

(d) These rates shall be paid in lieu of the shift allowance prescribed in subclause (2) of this clause.

(4) Where an employee who is not regularly rostered to work afternoon, night or public holiday shifts, but is occasionally required to work such shifts, these shifts shall attract the following penalty rates:

(a) Monday to Friday - at the rate of time and one half for the first 2 hours and double time thereafter.

(b) Saturday and Sunday - at the rate of double time.

(c) These penalty rates shall be paid in lieu of the shift allowance prescribed in subclause (2) and subclause (3) of this clause.

This provision does not apply to a regular shift worker who works in accordance with a defined roster.

(5) Time worked in excess of the ordinary working hours shall be paid for at ordinary rates:

(a) If it is due to private arrangements between the employees themselves; or

(b) If it does not exceed two hours and is due to a relieving person not coming on duty at the proper time; or

(c) If it is for the purpose of effecting the customary rotation of shifts.

Shift Rostering

(a) Broken shifts shall not be worked

(b) An employee changing to or from night and day duty will be free from duty during the twenty hours immediately preceding the commencement of the changed duty.

(c) Each employee will be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, days off will be consecutive and will not be preceded by a night shift unless the employee is rostered to work an evening or night shift immediately following rostered days off.

(d) An employee changing from evening duty to day duty will not be required to commence until a period of 9.5 hours has elapsed since ceasing evening duty.

(e) An employee other than one engaged to work part-time will not be required to work a combination of shifts exceeding all night, day or evening shifts or both day and evening shifts in either the first or second week of the roster.

(f) The employee's roster of working hours will be exhibited and will be readily available to employees and/or their nominated representative.

(g) Where practicable, an employee's ordinary hours of work will not be rostered over more than 6 consecutive days. No employee will be rostered to work more than ten duties over a fortnightly period. In the case of employees working ten-hour night shifts a maximum of five consecutive shifts may be worked unless the employee requests and the employer approves such a request. No employee will be required to work more than eight ten hour shifts in any one fortnightly period.

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

27. – CASUAL EMPLOYEES

Casual employees are not entitled to paid leave under this Part.

28. – PUBLIC HOLIDAYS.

(1) Prescribed Public Holidays.

(a) New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day shall be paid public holidays.

(b) Any additional public holidays proclaimed under Section 7 of the Public and Bank Holidays Act, 1972 shall be observed as public holidays.

(2) When a paid public holiday falls on a Saturday or Sunday, the holiday shall be observed on the next Monday.

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

(4) In each case the substituted day shall be a paid holiday and the day for which it is substituted shall not be a holiday.

(5) Payment for Public Holidays.

(a) An employee not required to work on a day solely because the day is a public holiday shall be paid for the ordinary hours that the employee would have worked as if the day had not been a public holiday.

(b) Payment for holidays shall be in accordance with the usual hours of work.

(6) All hours worked on a public holiday shall be paid at the rate of double time and a half of the ordinary rate of pay or if an employee chooses, the employee shall be paid at the rate of time and a half of the ordinary rate of pay and time off in lieu credits shall be increased by the equivalent of the time worked.

(7) Public Holidays Falling on Days Off.

(a) Where a public holiday falls on a rostered day off or a day off duty as prescribed in Clause 24. - Hours of Work and Rostering, a day off shall be observed in lieu of the public holiday at a mutually convenient time.

(b) If a public holiday falls on an employee's rostered day off or falls on an employee's day off duty, the employee's time off in lieu credits shall be increased by the number of hours that would ordinarily have been worked if that day had been an ordinary working day.

(8) In exceptional circumstances, where an employee so requests and with the agreement of the Employer, employee and the relevant Union, time off in lieu credits accumulated under this clause may be paid out.

(9) When an employee is absent on leave without pay, sick leave without pay or workers' compensation, any day observed as a public holiday falling during the absence shall not be treated as a paid holiday. If the employee is on duty or available on the whole of the working day immediately preceding a public holiday or on the whole of the working day immediately following a day observed as a public holiday, the employee shall be paid for such holiday.

(10) A part-time employee shall not be entitled to payment for any public holiday referred to in this clause if not so rostered to work on that holiday.

(11) Nothing in this award shall prevent the Parties from agreeing alternative arrangements for the taking of public holidays.

29. – ANNUAL LEAVE

(1) Employees shall receive 20 days of paid annual leave, excluding public holidays, for each period of 12 months continuous service.

(2) An additional 5 days of paid annual leave shall be granted:

(a) To a shift employee regularly rostered to work on Sundays and public holidays.

(b) To a continuous shift worker.

Provided that where an employee is rostered in this manner for only part of the 12 month qualifying period, this entitlement shall accrue at the rate of 3.65 hours of pay for each completed week the employee is continuously so engaged, and this accrual shall be in lieu of the leave accrual granted by subclause (3).

(3) Employees annual leave entitlement shall accrue pro rata on a weekly basis, being 2.92 hours pay per week of continuous service, and be cumulative from year to year.

(4) With the Employer's agreement, an employee may be allowed to take annual leave before it has accrued.

(5) Annual leave shall be taken at times agreed between the employee and the Employer. In reaching such agreement equal consideration shall be given to the needs of the employee and the operational convenience of the Employer.

(6) Employees shall be entitled, after the end of each period of 12 months continuous service and before the completion of the subsequent period of 12 months continuous service, to take annual leave in one continuous period of 4 weeks or in two separate periods of not less than 2 weeks on each occasion.

(7) If the Employer and the employee agree annual leave may be taken in any number of periods of not less than 1 day on each occasion.

(8) Should any public holidays fall within an employee's period of annual leave, the holiday or holidays, as the case may be, shall be added to the period of annual leave.

(9) Employees shall take unused annual leave accrued during a period of 12 months continuous service before the completion of the subsequent period of 12 months continuous service, if required by the Employer on the giving of reasonable notice.

(10) An employee shall be paid when on leave the rate of pay the employee received for the greatest proportion of the calendar month prior to taking the leave.

(11) An employee shall be paid for each period of annual leave at the time of taking the leave, if the employee so elects.

(12) The annual base salaries prescribed in this Award incorporate a commuted allowance which is in substitution for leave loading. Leave entitlements utilised during the life of this Award, including credits accrued prior to the commencement of this Award, shall not otherwise attract leave loading.

(13) Nothing in this Award shall prevent an employee, with the consent of the Employer, from accumulating and carrying forward any portion of the employee's annual leave entitlements from one year to the next.

(14) The Employer shall not unreasonably withhold consent for the accumulation of up to 40 days of paid annual recreation leave for the purpose of taking extended leave in a particular year.

(15) Annual leave shall continue to accrue during periods of annual leave, public holidays, long service leave and authorised sick leave (paid or unpaid) provided that:

(a) In the case of long service leave, only for up to a maximum period of absence of 3 months, but where long service leave on half pay is taken, annual leave shall accrue proportionally over any period of leave which does not exceed the equivalent of 3 months on full pay.

(b) In the case of sick leave, only for up to a maximum period of absence of 3 months.

(16) Approved periods of absence from work through Workers Compensation shall not interrupt continuity of service, but annual leave shall accrue during the first 6 months only of any such absence.

(17) Annual Leave Pay out or Recovery on Termination.

(a) Any accrued and pro-rata leave which has not been taken shall be paid on termination of employment.

(b) Pro-rata leave shall not be paid where employment is terminated for misconduct or other grounds that justify summary dismissal.

(c) If at termination an employee has taken more leave than has been accrued, the employee shall pay back that leave. The Employer may deduct any money owing from the employee's final pay.

(18) An employee who works an average of a 38 hour week and who accumulates a rostered day off shall be required to take one period of annual leave to include a rostered day off duty. The rostered day off duty shall not attract additional pay or leave in lieu of that rostered day off.

(19) In addition to the leave prescribed in this clause, employees working north of 26 degrees south latitude shall receive an additional five working days annual leave on the completion of each year of continuous service in the region.

Annual leave loading is not payable on this additional leave.

30. – LEAVE OPTIONS

(1) Notwithstanding the terms specified elsewhere in this Award, the leave options specified in this Clause are available to employees.

(2) To exercise one or more of the options specified in this clause, an employee must make written application in the manner prescribed by the employer.

(3) (a) At the request of an employee an employer may agree to an arrangement ("the arrangement") whereby the employee accrues either 1 (51/52), 2 (50/52), 3 (49/52) or 4 (48/52) weeks additional annual leave in lieu of salary of the equivalent value. Both the agreement to the arrangement and the time at which the additional leave is taken will be dependent on the operational requirements of the department where the employee works at the particular time.

(b) Unless otherwise agreed between the employee and the employer, an employee who enters into an arrangement under this subclause does so in blocks of 12 months. Further, it will be assumed that, an employee having entered into the arrangement, the arrangement will be continuing from year to year unless the employer is otherwise notified in writing by the employee.

(c) For the purposes of this subclause and without limiting the meaning of the term, "operational requirements" may include:

(i) The availability of suitable leave cover, if required;

(ii) The cost implications;

(iii) The impact on client/patient service requirements; and

(iv) The impact on the work of other employees.

(d) The portion of the employee's salary to be forfeited shall be calculated as a fortnightly amount and their fortnightly salary shall be decreased by that amount for the duration of the arrangement.

(e) All annual leave taken during the course of the arrangement shall be paid at the reduced rate.

(f) The additional annual leave shall continue to accrue while the employee is on leave during the course of the arrangement.

(g) The reduced salary shall be used for all purposes during the course of the arrangement.

(h) The additional leave shall not attract leave loading.

(4) Double the leave on half pay

Subject to operational requirements as defined in subclause (3) of this clause, and with the agreement of the employer, an employee may elect to take twice the period of any portion of their annual leave, including any time in lieu taken as leave, at half pay.

(5) Less Leave, more pay.

(a) Unless otherwise agreed by the employer, arrangements under this subclause shall be for periods of 12 months.

(b) Provided that at the commencement of each 12 month block of this arrangement an employee has a minimum of four weeks of annual and/or long service leave available to be taken in that year, the employee may opt to forfeit the accrual of 1 or 2 weeks annual leave in favour of receiving additional salary to the equivalent value of the leave that has been forfeited ("the arrangement").

(c) The increased salary shall be used for all purposes during the course of the arrangement, apart from calculating the contributions to superannuation.

(6) It is the responsibility of the employee to investigate the impact of any of the arrangements under this clause on her/his allowances, superannuation and taxation, and the options, if any, available for addressing these.

31. – SICK LEAVE

(1) Employees shall receive 10 days of paid sick leave for each period of 12 months continuous service.

(2) The sick leave entitlement shall accrue pro rata on a weekly basis and be cumulative from year to year.

(3) To be granted paid sick leave, the employee must advise the Employer as soon as reasonably practicable of the inability to attend for work, the nature of the illness or injury and the estimated period of absence. This advice shall be provided within 24 hours of commencement of the absence, other than in extraordinary circumstances.

(4) Any absence on sick leave of more than 2 consecutive days, shall be supported by evidence that satisfies the Employer that the absence from work was on account of personal illness or injury.

(5) The total number of absences on sick leave, which are not supported by evidence that satisfies the Employer that the absence from work was on account of personal illness or injury, shall not exceed 5 days in any particular accrual period.

(6) Payment for sick leave may be adjusted at the end of each accruing year, or at the time the employee leaves the service of the Employer, in the event of the employee being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.

(7) In the event of prolonged or repetitive absence on sick leave, the Employer may require an employee to provide a report on their health status from a registered medical practitioner, or be examined by a registered medical practitioner selected by agreement between the Employer and the employee. The fee for any such examination shall be paid by the Employer.

(8) If an employee provides satisfactory medical evidence that the employee was restricted to a hospital or the employee's place of residence for 7 consecutive days or more whilst on paid leave, the Employer shall grant the employee paid sick leave, up to the limit of the employee's accrued entitlement, and leave credits equivalent to the paid sick leave granted shall be reinstated. Replaced annual leave shall be taken at the rate of wage applicable at the time the leave is subsequently taken.

(9) The provisions of this clause, with respect to payment, do not apply for any period in which the employee is entitled to payment under the Workers' Compensation Act or where illness or injury is the result of the employee's own misconduct.

(10) Sick leave shall not be granted in substitution for a rostered day off duty.

(11) An employee who accrues time towards a rostered day off, shall have sick leave debited on the basis of the ordinary hours which would have been worked each day by the employee and shall accrue the usual entitlement towards the day off.

(12) An employee entitled to paid sick leave shall be granted the leave without loss of ordinary pay.

(13) For the purposes of this clause a certificate issued by a registered medical practitioner or a registered dentist shall satisfy the Employer that the certified absence from work was on account of personal illness or injury.

32. – LONG SERVICE LEAVE

(1) Employees shall receive a cumulative entitlement to 13 weeks paid long service leave after 10 years' continuous service; and after each further 7 years' continuous service.

(2) Long service leave shall be taken at times agreed between the employee and the Employer. In reaching such agreement equal consideration shall be given to the needs of the employee and the operational convenience of the Employer.

(3) Employees shall be entitled, after the end of each accrual period and before the completion of the subsequent accrual period, to take long service leave in one continuous period of 13 weeks.

(4) Employees shall take long service leave within 3 years of the date the leave is accrued unless the Employer agrees otherwise.

(5) An employee, by agreement, may choose to take long service leave as an entitlement to 26 weeks of leave at half pay. In calculating the rate of pay to apply in such an instance, the provisions of subclause (14) of the General Order, referred to in subclause (13) hereof, shall apply.

(6) If the Employer and the employee agree long service leave may be taken in any number of periods not less than 1 week on each occasion.

(7) A public holiday occurring during a period of long service leave is part of the long service leave and an extra day in lieu shall not be granted.

(8) In this clause "continuous service" includes any period during which an employee was absent on approved paid leave, and any service with the Employer immediately prior to this Award having effect.

(9) In this clause "continuous service" does not include any periods exceeding 4 weeks, on each occasion, during which an employee was absent on leave without pay or parental leave or any other absence during which the employee was not paid, however such leave shall not be deemed to break service.

(10) In this clause "continuous service" does not include any periods during which an employee was absent on long service leave which had accrued prior to 1 April 1974.

(11) If an employee is retired by the Employer on the grounds of ill health or for any other cause and the employee has completed at least 12 months continuous service the employee shall be paid out pro-rata long service leave.

(12) Pro-rata long service leave shall be paid out to an employee's estate or any other person nominated by the employee in writing, in the event of the employee's death, if the employee has completed at least 12 months continuous service.

(13) Subject to the provisions of this clause the long service leave provisions set out in Volume 66 of the Western Australian Industrial Gazette, at pages 319 to 321 inclusive, shall apply to employees covered by this Award.

33. – TRAINING LEAVE.

(1) The Employer shall provide an employee with study assistance in the form of leave with pay to undertake part-time study that is relevant to the duties being or likely to be performed by an employee, is relevant to the current and emerging needs of the Employer, enhances their career development, and does not unduly affect or inconvenience the operations of the Employer.

(2) Study leave with pay shall be for formal study periods only and an employee shall undertake at least 50% of formal study in their own time. An employee shall provide evidence that satisfies the Employer as to their attendance and satisfactory progress with studies. The maximum amount of paid study leave shall be 160 hours within a 12 month period for a full-time employee and pro rata for a part-time employee.

(3) Nothing in this Award shall prevent the Employer from agreeing to alternative arrangements for utilising this entitlement to leave with pay for study purposes or for structured trade training.

34. – UNION REPRESENTATIVES

(1) Subject to the recognition of properly constituted authority, Union delegates appointed by the Union shall be recognised by the Employer. The Employer shall be notified in writing by the Union of the delegates appointed.

(2) The Employer shall grant paid leave during ordinary working hours to an employee:

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

(b) who as a Union nominated representative of the employees is required to attend negotiations and/or conferences between the Union and Employer;

(c) 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;

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

(3) Trade Union Training.

(a) An employee nominated or nominating to attend trade union training shall be granted up to five (5) days paid leave per annum, by agreement. Up to ten days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten days.

(b) A qualifying period of 12 months in Government employment shall be served before an employee is eligible to attend courses or seminars of more than a half day duration, unless otherwise agreed.

(4) The granting of leave pursuant to subclause (2) of this clause shall only be approved:

(a) where an application for leave has been submitted by an employee a reasonable time in advance;

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

(c) for those employees whose attendance is essential;

(d) when the operation of the organisation is not being unduly affected and the convenience of the Employer impaired.

(5) Approval of leave requested pursuant to subclause (3) shall be subject to:

(a) notice of at least four weeks or a lesser period by agreement, being given to the Employer;

(b) the request being made in writing detailing the subject, date, duration, venue and authority conducting the course of the leave and being accompanied by Union authorisation.

(c) the operation of the organisation not being unduly affected nor the convenience of the Employer impaired.

(6) Leave shall be granted at the ordinary rate of pay and, in the case of leave granted pursuant to subclause (3):

(a) shall not include shift allowances, penalty rates or overtime but shift workers shall be deemed to have worked the shifts they would have worked had they not attended the course for all other purposes of the Award.

(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 shall not be granted.

(7) Leave granted shall include any necessary travelling time during working hours.

(8) The Employer is not liable for any expense incurred by the employee when attending trade union training or union business.

(9) The provisions of this clause shall not apply when an employee is absent from work without the approval of the Employer.

(10) Reasonable unpaid leave is available to an employee nominated by the Union to attend to union business in work time, subject to operational requirements.

(11) Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for union business.

35. – DEFENCE FORCE TRAINING LEAVE

(1) Where an employee is a volunteer member of the Defence Forces or the Cadet Force, leave may be granted for the employee to attend an annual camp of continuous training, additional approved camp or course of instruction, subject to operational requirements and the conditions of this clause.

(2) Leave Entitlement

(a) Two weeks of special leave on full pay may be granted in each period of 12 months commencing on 1 July each year.

(b) If the Officer in Charge of a unit certifies that it is essential for an employee to be at the camp in an advance or rear party, a maximum of four extra days on full pay may be granted in the 12 month period.

(3) Additional Leave

(a) Further leave to attend an additional approved camp or course of instruction may be granted as leave without pay and the difference between civil and Defence Forces pay made up.

(b) In calculating Defence Forces pay for additional camps or courses, weekends and holidays should be excluded so that employees shall have the benefit of any pay with respect of these days. Evidence of the necessity to attend extra camps or courses of instruction shall be provided to the Employer.

(4) Employees who are members of the Defence Forces and the Cadet Force may only be granted leave for attendance at one annual camp of continuous training and one additional approved camp or course of instruction.

36. – WITNESS AND JURY SERVICE

(1) Notification

(a) An employee required to serve on a jury shall, as soon as possible after being summonsed to serve, notify the Employer.

(b) The summons to serve must be produced when making application to obtain leave for jury service.

(2) Leave Entitlement

(a) An employee required to serve on a jury shall be granted leave of absence by the Employer, without loss of pay, but only for the period required to enable the employee to carry out his/her duties as a juror.

(b) An employee shall not claim fees for jury service and any fees paid to an employee for jury service shall be paid to the Employer.

(c) Where jury service is required while an employee is on any form of paid leave, such leave shall not be reinstated.

(3) An employee must return to duty immediately upon being discharged from jury service, if such release occurs during normal working hours.

(4) An employee shall provide evidence of attendance at jury service, the duration of such attendance, and the amount received in respect of such service, to the Employer.

(5) The conditions specified in subclauses (1) to (4) hereof shall also apply where an employee is required as a crown witness during normal working hours.

(6) An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses (1)(a) and (5), shall be granted leave of absence without pay except when the employee makes an application to use accrued leave in accordance with Award provisions.

37. – BEREAVEMENT LEAVE

(1) Employees shall receive a non - cumulative entitlement to paid bereavement leave of up to 2 days on the death of a family member. Provided that 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 2 days need not be consecutive.

(3) The Employer may require evidence that satisfies the Employer as to the death that is the subject of the leave sought and the employee’s relationship to the deceased person.

(4) Payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted where the employee concerned would have been off duty in accordance with his roster, or on long service leave, annual leave, sick leave, workers' compensation, leave without pay, public holiday, or a special day off.

(5) Bereavement leave shall not be granted in substitution for a rostered day off duty, however an employee on bereavement leave shall continue to accrue an entitlement towards a rostered day off.

(6) For the purposes of this clause "family member" has the same meaning as defined in Clause 39 – Family Leave.

38. – PARENTAL LEAVE

(1) Definitions

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

"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.

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

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

"Public sector" means an employing authority as defined in s5 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 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 six (6) 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 six (6) 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 his or her 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. When proceeding on paid parental leave an

employee is entitled to receive allowances only in the same manner as they would when proceeding on annual leave. Annual leave loading and shift and weekend penalty payments are not payable whilst on 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.

(j) Partner Leave

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

(k) Birth of a child

(i) 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.

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

(l) Adoption of a child

(i) 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.

(ii) 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.

(3) 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's approval is required for such an extension.

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

(d) An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in (3)(a) and (3)(f).

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

(f) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid

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

(4) 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 (4)(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.

(5) Transfer to a Safe Job

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

(6) Replacement Employee

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

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

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

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

(e) Subject to the employer's approval an employee who has returned on a part time basis may revert to full time work at the same classification level within two (2) years of the recommencement of work.

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

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

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

(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 and agreement.

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

39. – FAMILY LEAVE

(1) An employee may use in each calendar year up to 5 days of the sick leave with pay entitlements the employee accrued in previous years of service, to care for a family member or a member of the employee's household who is ill and who requires the employee's immediate care and attention during the period of illness. Provided that the Employer may exercise discretion to grant family leave to an employee in respect of some other person with whom the employee has a special relationship.

(2) Subject to subclause (3) "family member" means:

(a) a spouse or former spouse;

(b) a child, sibling or parent; and

(c) a child, sibling or parent of a spouse or former spouse

(3) Where the context reasonably permits, the term "step" or "defacto" or "grand" may be applied as a prefix to the words "spouse", "child", "sibling", and "parent" to extend the scope of the definition of "family member".

(4) "Spouse" includes defacto spouse.

(5) "Member of the employee's household" means a person who resides with the employee.

(6) An employee who does not have accrued sick leave with pay entitlements sufficient to take 5 days family leave during a calendar year shall be entitled to use up to 5 days of annual recreational leave for family leave purposes

(7) Absence from work on Family Leave shall be supported by evidence that satisfies the Employer that the person is ill, the employee's relationship to the ill person and the need for the employee to provide the ill person with immediate care and attention.

(8) Family leave is not cumulative from year to year.

40. – PAID LEAVE FOR ENGLISH LANGUAGE TRAINING.

(1) Leave to attend English Language Training (training which is designed to impart an acceptable level of vocational English proficiency) shall be granted, without loss of pay during normal working hours, to employees from a non-English speaking background, who:

(a) are unable to meet standards of communication to advance career prospects;

(b) constitute a safety hazard or risk to themselves and/or fellow employees; or

(c) are not able to meet the accepted production requirements of the Employer.

(2) Subject to appropriate needs assessment participation in training shall be on the basis of a minimum of 100 hours per employee per year.

(3) The content and provider of the training shall be agreed between the Employer, Unions and the Adult Migrant Education Service or other approved authority conducting the training, and shall take account of the vocational needs of an employee in respect of:

(a) communication, safety and welfare;

(b) productivity within his/her current position as well as those positions to which he/she may be considered for promotion or redeployment;

(c) issues in relation to training, retraining and multiskilling, award restructuring, industrial relations and safety provisions, and equal opportunity employment legislation.

(4) The selection of employees for training shall be determined by consultation between the Employer and the appropriate Unions.

41. – SPECIAL LEAVE WITHOUT PAY

Employees may be granted leave without pay provided that the leave does not conflict with operational requirements.

42. – SPECIAL LEAVE WITH PAY

Employees may be granted leave with pay provided that the leave does not conflict with operational requirements.

43. – SABBATICAL LEAVE

(1) By agreement with the Employer, employees may elect to be paid 80% of their ordinary rate of pay (the reduced ordinary rate of pay) for their ordinary hours of work and for periods of leave during which they would otherwise be entitled to payment at their ordinary rate of pay.

(2) Employees paid the reduced ordinary rate of pay for their ordinary hours of work and for periods of leave shall accrue on a fortnightly basis sabbatical leave credits calculated at the rate of 20% of their ordinary hours of work and/or periods of leave taken during that fortnight.

(3) Sabbatical leave credits may, by agreement between the Employer and the employee, be utilised after:

(a) 52 weeks of service in one continuous period of 13 weeks leave.

(b) 104 weeks of service in one continuous period of 26 weeks leave.

(c) 156 weeks of service in one continuous period of 39 weeks leave.

(d) 208 weeks of service in one continuous period of 52 weeks leave.

(4) Absence on sabbatical leave does not break continuity of service but shall not be taken into account when calculating the period of service for any purpose of this Award.

(5) An employee may elect to have the corresponding leave credits paid in full at the commencement of a period of sabbatical leave or alternatively may elect to be paid on a pro rata basis fortnightly.

(6) Payment for a period of sabbatical leave shall be calculated on the basis of 80% of the employee's ordinary rate of pay as at the date the payment, or payments in the case of an election to be paid fortnightly, is made.

(7) Notwithstanding any other provision of this Award the period of leave taken and the rate of payment during that period of leave which was initially agreement may be varied by subsequent agreement.

(8) Notwithstanding any other provision of this Award an employee may elect to use any pro rata entitlement to sabbatical leave in substitution for a corresponding period of parental leave.

(9) Notwithstanding any other provision of this Award an employee shall be paid out accrued sabbatical leave entitlements if this Award ceases to apply to the employee unless the industrial instrument which then applies provides for an equivalent entitlement.

(10) Notwithstanding any other provision of this Award and employees ordinary rate of pay for the purposes of Salary Packaging under this Award shall be determined on the basis of the employees' reduced ordinary rate of pay.

(11) Notwithstanding any other provision of this award an employee's salary for the purposes of workers compensation payments shall be determined on the basis of the employees ordinary rate of pay and there shall be no accrual towards sabbatical leave during a period in which the employee is entitled to receive workers compensation payments.

44. – EMERGENCY SERVICE 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 Brigade or Volunteer Marine Rescue Service, 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 the 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.

45. – CEREMONIAL AND CULTURAL LEAVE

(1) 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.

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

(3) 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; or

(b) accrued days off or time in lieu.

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

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

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

46. – DONORS LEAVE

(1) Subject to operational convenience, an employee shall be granted paid leave for the purpose of donating blood or plasma to approved donor centres.

(2) (a) Subject to production of appropriate evidence, an employee shall be entitled to up to 5 days paid leave for the purpose of donating an organ or body tissue.

(b) Provided that where this paid leave is not sufficient and upon the production of a medical certificate, and employee may access their accrued sick leave or other paid leave in order to cover their absence.

PART 7 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

47. – CAR ALLOWANCE.

(1) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties an employee shall be paid an allowance not less than that provided for in the table set out hereunder. Notwithstanding anything contained in this subclause the Employer and the employee may make any other arrangement as to car allowance not less favourable to the employee.

(2) 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.

(3) A year, for the purpose of this clause, shall commence on the 1st day of July and end on the 30th day of June next following.

RATES OF HIRE FOR USE OF EMPLOYEE'S OWN VEHICLE ON EMPLOYER'S BUSINESS

Area Details	Engine Displacement(in cubic centimetres)		
Distance Travelled Each Year on Official Business Rate per kilometre (cents)	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0
North of 23.5 South Latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6
Motor Cycle (in all areas)	31.0 cents per kilometre		

(4) "Metropolitan Area" means that area within a radius of fifty kilometres from the Perth City Railway Station.

"South West Land Division" means the South West Land Division as defined by Section 28 of the Land Act 1933 excluding the area contained within the Metropolitan Area.

(5) The allowances prescribed in this clause shall be varied in accordance with any movement in the corresponding allowances in the Public Service Award 1992.

48. – FARES & TRAVELLING ALLOWANCES

(1) Fares and Travelling Allowances.

(a) An employee shall be paid for the excess period of travelling time at ordinary rates where:

(i) The employee is required to work at a location other than the employees usual place of work; and

(ii) The time taken in travelling from the employees place of residence to work and/or return exceeds the time normally taken in travelling from the employees place of residence to the usual place of work and/or return

(b) If the fares actually and reasonably incurred in travelling undertaken in accordance with subparagraph (1)(a)(i) exceed the fares normally paid by the employee in travelling from the place of residence and return, the Employer shall pay the employee the difference in the amount of the fares.

(2) Where an employee is required to take up duty away from headquarters on relief duty or to perform special duty, and necessarily resides temporarily away from the employee's usual place of residence, then the employee shall be reimbursed reasonable expenses in accordance with the provisions of Clause 38 – Relieving Allowance of the Public Service Award 1992.

(3) (a) The provisions of this subclause apply to employees engaged for permanent employment at depots north of the 26th parallel of south latitude.

(b) In this subclause, "fare" includes the cost of transporting any tools owned by an employee and required by him in his employment.

(c) Subject to the provisions of this subclause, the fare of an employee from the place of engagement to any place of employment shall be paid by the employer and the employee shall be paid at ordinary rates for not more than eight hours in any day for time spent in travelling to the place of employment, including time occupied in waiting for transport connections, but if the employee uses a mode of travel not approved by the employer travelling time in excess of eight hours shall not be allowed unless the Board of Reference otherwise determines.

(d) The amount of the fare paid by an employer pursuant to paragraph (c) of this subclause may be deducted from the subsequent earnings of the employee concerned in such manner as is agreed in writing between the employee and the employer.

(e) If an employee completes six months continuous service with an employer or is dismissed before that time through no fault of his own, any amount deducted by that employer from the employee's wages pursuant to paragraph (d) of this subclause shall be refunded to the employee.

(f) The employer shall pay the fare of the employee from the place of employment to the place of engagement if the employment terminates and:

(i) the employee has completed twelve months continuous service with that employer; or

(ii) the employee has completed six months continuous service with that employer and is dismissed through no fault of his own.

(g) Where an employee has completed six months continuous service and leaves for a reason deemed reasonable by his employer he shall be paid one-sixth of the fare referred to in paragraph (f) of this subclause for each month of service in excess of six months.

49. – TRAVELLING ALLOWANCE

(1) When a trip necessitates an overnight stay away from headquarters and the officer:-

An officer who travels on official business shall be reimbursed reasonable expenses on the following basis:-

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

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

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

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

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

(2) When a trip necessitates an overnight stay away from headquarters and the officer is fully responsible for his or her own accommodation, meals and incidental expenses:-

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

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

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

(4) To calculate reimbursement under subclauses (1) and (2) of this clause for a part of a day, the following formula shall apply:-

(a) If departure from headquarters is:

before 8.00am - 100% of the daily rate.

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

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

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

(b) If arrival back at headquarters is:

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

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

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

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

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

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

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

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

(9) Reimbursement of expenses shall not be suspended should an officer become ill whilst travelling, provided leave for the period of such illness is approved in accordance with provisions of Clause 31. - Sick Leave of this award, and the officer continues to incur accommodation, meal and incidental expenses.

(10) Reimbursement claims for travelling in excess of 14 days in one month shall not be passed for payment by a certifying officer unless the Chief Executive Officer has endorsed the account.

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

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

(b) such travelling is not within the suburb in which the officer resides; and

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

(12) Adjustment of Rates:

The allowances prescribed in this clause shall be varied in accordance with any movement in the corresponding allowances in the Public Service Award 1992.

SCHEDULE - TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL INVOLVING AN OVERNIGHT

STAY WHERE ACCOMMODATION ONLY IS PROVIDED.

(12)	WA - South of 26 ^{o} South Latitude	
	Breakfast	$16.30
	Lunch	$16.30
	Dinner	$46.50
(13)	WA - North of 26 ^{o} South Latitude	
	Breakfast	$21.20
	Lunch	$33.20
	Dinner	$52.20
(14)	Interstate	
	Breakfast	$21.20
	Lunch	$33.20
	Dinner	$52.20

DEDUCTION FOR NORMAL LIVING EXPENSES

(15)	Each Adult	$26.25
(16)	Each Child	$4.50

MIDDAY MEAL

(17)	Rate per meal	$6.35
(18)	Maximum reimbursement per pay period	$31.75

50. – DISTRICT ALLOWANCES

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

"Dependant" in relation to an employee means:

(a) a spouse; or

(b) where there is no spouse, 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.

"Partial Dependant" in relation to an employee means:

(a) a spouse; or

(b) where there is no spouse, 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.

“Spouse" means an employee's spouse including de facto spouse.

(2) For the purpose of this clause, the boundaries of the various districts shall as described hereunder and as delineated on the plan at subclause (15) 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 then east along the coast to longitude 123; then 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.

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), 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).

(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 he or she was employed in a full time capacity under the Award, Agreement or other provision regulating the employment of the partial dependant.

(6) The annual rate of District Allowance payable to employees pursuant to subclause (3) of this clause shall be as follows:

COLUMN I **District**	**COLUMN II** **Standard Rate**	**COLUMN III** **Exceptions To Standard Rate**	**COLUMN IV** **Rate**
	$ Per Annum	**Town Or Place**	**$ Per Annum**
6	4,437	Nil	Nil
5	3,469	Fitzroy Crossing	4,888
		Halls Creek Turner River Camp Nullagine	
		Liveringa (Camballin) Marble Bar Wittenoom	4,544
		Karratha	4,273
		Port Hedland	3,976
4	1,829	Warburton Mission	4,912
		Carnarvon	1,723

3	1,152	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	1,829
2	827	Kalgoorlie Boulder Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance	275 1,091
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.

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

(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) Adjustment of Rates:

(a) The allowances prescribed in this clause shall be varied in accordance with any movement in the corresponding allowances in the Public Service Award 1992.

(15) District Allowance Boundaries Map immediately after the Location Allowance clause.

51. – EMPLOYEES NORTH OF 26TH PARALLEL -TRAVEL CONCESSION, ANNUAL LEAVE

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

(2) Provided that the entitlement referred to in subclause (1) hereof shall only be available to employees who have worked continuously in the area for 12 months.

(3) 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.

(4) The concession shall be available in the following manner –

(a) a return air fare for the employee and his/her dependants to Perth; or

(b) full motor vehicle allowance for the car trip at the rates prescribed in Clause 47. - Car Allowance of this award, provided that reimbursement shall not exceed the cost of a return air fare to Perth for the employee and dependants.

(5) 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 subclause (4) hereof.

(6) Paid Travelling Time

(a) In the case of travel as described in paragraph (a) of subclause (4) hereof, one day, each way, travelling time shall be paid for as though worked.

(b) In the case of travel as described in paragraph (b) of subclause (4) hereof, employees shall be entitled to the following travelling time, paid for as though worked –

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

(ii) for the remainder - two days each way.

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

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

PART 8 – APPENDICES

APPENDIX A. – SALARIES

(1) Rates of Pay

Subject to this Appendix, employees shall be paid the rates of pay specified in the following table in accordance with the level to which they are from time to time classified.

	Level	Percentage Relativity to C10 Trades-person	Award Base Weekly – Metal, Engineering and Associated Industries Award, 1998 Part I.	Supple-mentary Payment	State Wage Order Adjustment	Minimum Rate	Additional Payment	Annualised Weekly Allowances and Loading	Commuted Overtime and Mobility Allowance (Salary Increase for value for money trade-offs in award safety net of conditions)	Salary
Carpenter	Building Tradesperson Level 04	100	365.20	52.00	374.70	791.90	12.40	104.80	12.00	48050
	Building Tradesperson Level 05	105	383.50	54.60	375.90	814.00	13.04	105.20	12.00	49257
	Building Tradesperson Level 06	110	401.70	57.20	377.00	835.90	13.68	105.50	12.00	50449
	Building Tradesperson Level 07	115	420.00	59.80	376.10	855.90	14.22	105.70	12.00	51531
	Building Tradesperson Level 08	120	438.20	62.40	377.30	877.90	14.86	87.70	12.00	51773
	Building Tradesperson Level 09	125	456.50	65.00	378.40	899.90	15.50	88.20	12.00	52980
Painter	Building Tradesperson Level 04	100	365.20	52.00	374.70	791.90	12.40	81.30	12.00	46824
	Building Tradesperson Level 05	105	383.50	54.60	375.90	814.00	13.04	81.60	12.00	48026
	Building Tradesperson Level 06	110	401.70	57.20	377.00	835.90	13.68	81.80	12.00	49212
	Building Tradesperson Level 07	115	420.00	59.80	376.10	855.90	14.22	82.10	12.00	50300
	Building Tradesperson Level 08	120	438.20	62.40	375.10	875.70	14.86	64.10	12.00	50427
	Building Tradesperson Level 09	125	456.50	65.00	378.40	899.90	15.50	64.60	12.00	51749
Plasterer	Building Tradesperson Level 04	100	365.20	52.00	374.70	791.90	12.40	99.20	12.00	47758
	Building Tradesperson Level 05	105	383.50	54.60	375.90	814.00	13.04	99.50	12.00	48960
	Building Tradesperson Level 06	110	401.70	57.20	377.00	835.90	13.68	100.00	12.00	50162
	Building Tradesperson Level 07	115	420.00	59.80	376.10	855.90	14.22	100.30	12.00	51249
	Building Tradesperson Level 08	120	438.20	62.40	377.30	877.90	14.86	82.20	12.00	51486
	Building Tradesperson Level 09	125	456.50	65.00	378.40	899.90	15.50	82.50	12.00	52682

	Level	Percentage Relativity to C10 Trades-person	Award Base Weekly – Metal, Engineering and Associated Industries Award, 1998 Part I.	Supple-mentary Payment	State Wage Order Adjustment	Minimum Rate	Additional Payment	Annualised Weekly Allowances and Loading	Commuted Overtime and Mobility Allowance (Salary Increase for value for money trade-offs in award safety net of conditions)	Salary
Plumber	Building Tradesperson Level 04	100	365.20	52.00	374.70	791.90	12.40	127.60	12.00	49239
	Building Tradesperson Level 05	105	383.50	54.60	375.90	814.00	13.04	127.80	12.00	50436
	Building Tradesperson Level 06	110	401.70	57.20	377.00	835.90	13.68	128.10	12.00	51628
	Building Tradesperson Level 07	115	420.00	59.80	376.10	855.90	14.22	128.40	12.00	52715
	Building Tradesperson Level 08	120	438.20	62.40	377.30	877.90	14.86	110.50	12.00	52962
	Building Tradesperson Level 09	125	456.50	65.00	378.40	899.90	15.50	110.80	12.00	54159
Other Building employees not elsewhere classified	Building Employee Entrant Level	78	284.86	40.56	367.48	692.90	9.68	72.30	14.00	41153
	Building Employee Level 1	82	299.46	42.64	368.40	710.50	10.20	72.50	14.00	42108
	Building Employee Level 2	87	319.18	45.45	369.67	734.30	10.87	72.70	14.00	43395
	Building Employee Level 3	92	337.44	48.05	370.91	756.40	11.51	73.00	14.00	44597
	Building Employee Level 4	100	365.20	52.00	374.70	791.90	12.40	73.40	14.00	46516
Mechanical Fitter, Motor Mechanic, Refrigeration Fitter & other engineering trades employees not elsewhere classified	Engineering Employee Level 14	78	284.86	40.56	367.48	692.90	14.68	71.10	14.00	41351
	Engineering Employee Level 13	82	299.46	42.64	368.40	710.50	15.40	71.30	14.00	42317
	Engineering Employee Level 12	87.4	319.18	45.45	369.67	734.30	16.47	71.50	14.00	43625
	Engineering Employee Level 11	92.4	337.44	48.05	370.91	756.40	17.41	71.80	14.00	44842
	Engineering Tradesperson Level 10	100	365.20	52.00	374.70	791.90	18.80	88.70	12.00	47544
	Engineering Tradesperson Level 09	105	383.50	54.60	375.90	814.00	19.70	89.00	12.00	48760
	Engineering Tradesperson Level 08	110	401.70	57.20	377.00	835.90	20.70	89.20	12.00	49965
	Engineering Tradesperson Level 07	115	420.00	59.80	376.10	855.90	21.60	89.50	12.00	51071
	Engineering Tradesperson Level 06	125	456.50	65.00	380.60	902.10	23.50	71.90	12.00	52662
	Engineering Tradesperson Level 05	130	474.80	67.60	379.60	922.00	24.40	72.20	10.00	53658
Electrical Fitter/	Engineering Tradesperson Level 10	100	365.20	52.00	374.70	791.90	18.80	112.20	12.00	48770

	Level	Percentage Relativity to C10 Trades-person	Award Base Weekly – Metal, Engineering and Associated Industries Award, 1998 Part I.	Supple-mentary Payment	State Wage Order Adjustment	Minimum Rate	Additional Payment	Annualised Weekly Allowances and Loading	Commuted Overtime and Mobility Allowance (Salary Increase for value for money trade-offs in award safety net of conditions)	Salary
Mechanic	Engineering Tradesperson Level 09	105	383.50	54.60	375.90	814.00	19.70	112.50	12.00	49985
	Engineering Tradesperson Level 08	110	401.70	57.20	377.00	835.90	20.70	112.90	12.00	51201
	Engineering Tradesperson Level 07	115	420.00	59.80	376.10	855.90	21.60	113.10	12.00	52302
	Engineering Tradesperson Level 06	125	456.50	65.00	378.40	899.90	23.50	95.30	12.00	53767
	Engineering Tradesperson Level 05	130	474.80	67.60	379.60	922.00	24.40	95.70	10.00	54884

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

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

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

(3) This Award shall not operate to reduce the salary of any employee who is at present receiving above the minimum rate prescribed for their class of work.

(4) A junior employee, other than an apprentice or trainee, employed to carry out work regulated by this Award, including work normally done by an apprentice or trainee, shall be paid not less than the wage of an adult performing similar work. No new designation shall be introduced during the currency of this Award so as to reduce the status of any employee covered thereby.

(5) Infirmity

(a) Any employee who by reason of infirmity is unable to earn the minimum wage may be paid a lesser wage as may from time to time be agreed upon in writing between the Union's and the Employer.

(b) Where no agreement is reached the matter may be determined in accordance with Clause 11- Dispute Resolution for determination.

(6) Building Trades Employees

Except to the extent of any inconsistency with this Award, those parts of Appendix D - Award Restructuring of the Building Trades (Government) Award 1968 No. 31a of 1966 (as at the date of registration of this Award), which pertain to transfer from old classification structures, reclassification of employees and classification definitions, shall apply to this Award.

(7) Metal Trades Employees

Except to the extent of any inconsistency with this Award, those parts of Clause 5. - Classification Structure and Definitions of the Engineering Trades (Government) Award 1967 No. 29, 30 & 31 of 1961 & 3 of 1962, (as at the date of registration of this Award), which pertain to transfer from old classification structures, reclassification of employees and classification definitions, shall apply to this Award.

(8) Plant Operators

Except to the extent of any inconsistency with this Award, those parts of Clause 5. - Definitions of the Engine Drivers (Government) Award 1983, (provisions applicable as at the date this subclause takes effect), which define a Plant Operator, shall apply to this Award.

APPENDIX B. – WORKPLACE REFORM

(1) It is a term of this Award that the parties agree to progress the implementation of the metal/electrical trades national competency standards in accordance with the Competency Standards Implementation Guide (Published June 1996), Metal and Engineering Training Package (National Code Identifier MEM98, published July 1998)and the National Metal and Engineering Competency Standards (published 1996), as issued and endorsed by the MERS ITAB, or subsequent amendments thereto where agreed between the parties. To the extent of any inconsistency between these documents and this Award, this Award shall take precedence.

1. – COMPETENCY BASED STANDARDS

(2) The Competency Standards shall be implemented on the following basis:

(a) Assessors

(i) An assessment may be undertaken by any accredited assessor recognised, from time to time, by the Employer and Union. Such recognition may be withdrawn at any time by either party.

(ii) The Employer shall endeavour to ensure that sufficient employees (to include trade and managerial staff employed by the Employer) are trained at any time, to meet the assessment requirements of the Area Health Service.

(iii) In the event of the parties being in dispute regarding the Employer unreasonably withholding or withdrawing recognition of an accredited assessor employed by the Employer, the dispute may be determined through the Dispute Resolution Procedures.

(b) Assessment Appeals

(i) In the event of an employee or the Employer disputing the outcome of an assessment, the aggrieved party may refer the matter to a Board of Reference, established in accordance with s 48 of the Industrial relations Act 1979, for determination.

(ii) The parties agree that the Board of Reference nominees shall consist of an accredited assessor to be nominated by the Employer, and an accredited assessor to be nominated by the employee.

(c) An employee shall be obliged to participate in competency based assessment, where requested by the Employer.

(3) It is a term of this Award that the parties agree to investigate the potential for developing competency based assessment for staff not covered by the metal/electrical trades' national competency standards. In the event of the parties agreeing to pursue this item following such investigation, the terms of any implementation shall be the subject of a further agreement between the parties.

2. – MULTISKILLING

(1) The parties shall establish a Working Party consisting of equal numbers of Employer and employee representatives, to examine the potential for multiskilling of engineering and building services staff. The Working Party shall be established between 4-6 months after the registration of this Award, in order that the skills analysis/skills audit material produced during the implementation of the Competency Standards as defined in subclause (1), shall be available for use by the Working Party. The Working Party shall report back to the parties by no later than 2 months prior to the expiry date of this Award. The Terms of Reference of the working party shall be to:

(a) Identify maintenance functions requiring the use of more than one category of Tradesperson and which offer the potential for multiskilling.

(b) Identify what additional skills would be required of a tradesperson in particular trades (and what additional skills could legitimately be undertaken without breaching any licensing requirements etc) to be deemed competent to undertake this work.

(c) Assess the potential for and the implications of introducing a single classification of Hospital Maintenance Technician and develop a proposal for a classification structure and other changes which would be necessary to accommodate the development of such a classification of employee.

(d) Identify and detail career path options and training and development options for an employee in the proposed structure.

(2) Any such structure is to be built around and have regard to the metal/electrical trades' national competency standards.

(3) The parties shall not be bound in any way by the Working Party's report.

APPENDIX C

(1) Notwithstanding any other provision of this Award such parts of the industrial agreements specified in Clause (2) of Appendix C which pertain to the achievement of HCU specific workplace reform and productivity improvement matters which are not inconsistent with an express provision of this Award shall continue to apply at the applicable HCU until the parties agree otherwise.

SAVING OF CERTAIN PROVISIONS OF INDUSTRIAL AGREEMENTS REPLACED BY THIS AWARD

(2) Industrial agreements.

(a) Fremantle Hospital (Engineering Workshops) Enterprise Agreement No. AG5 of 1996.

(b) Graylands, Selby Lemnos and Special Care Health Service (Building and Engineering Trades) Enterprise Agreement 1998.

(c) Lower North Metropolitan Health Service (Building and Engineering Trades) Enterprise Agreement 1997.

(d) Metropolitan Health Service Board – King Edward Memorial and Princess Margaret Hospitals (Physical Resources Department) Enterprise Bargaining Agreement 1997.

(e) Royal Perth Engineering Department (Enterprise Bargaining) Agreement 1996.

(f) Sir Charles Gairdner Hospital Engineering and Building Services Workshops Enterprise Agreement 1997, AG 85 of 1997.

(g) Metropolitan Health Service Board – King Edward Memorial and Princess Margaret Hospitals – (Plant Operators) Enterprise Bargaining Agreement, 1999.

(h) Lower Great Southern Health Service (Engineering Department) Enterprise Bargaining Agreement, 1999.

APPENDIX D

(1) 12 hour shifts may be worked by Plant Operators.

12 HOUR SHIFT ARRANGEMENTS FOR PLANT OPERATORS

(2) Where such arrangements operate, the terms of the arrangement for the working of 12 hour shifts shall be agreed, in writing, between the relevant Union(s) and HCU(s).

(3) The overtime provisions of this Award will not apply to the ordinary rostered hours of a Plant Operator working 12 hour shifts, except where the hours worked exceed an average of 76 hours per fortnight.

(4) Time worked in excess of the ordinary working hours shall be paid for at ordinary rates:

(a) If it is due to private arrangements between the employees themselves; or

(b) If it does not exceed two hours and is due to a relieving person not coming on duty at the proper time; or

(c) If it is for the purpose of effecting the customary rotation of shifts.

(5) The parties to an Agreement made under the terms of this Appendix, may agree to alternative meal and tea break arrangements to those written into this Award, in order to accommodate the 12 hour shift roster. Any such agreed variation shall be incorporated into the written document defining the terms under which the 12 hour shifts will operate.

(6) On each occasion that the salary rate applicable to Plant Operators varies, the employees affected and the applicable Union(s) shall be notified by the HCU, in writing, of the adjusted salary rate to apply to the Plant Operators.

(7) Any dispute arising from the operation of this Appendix shall be addressed in accordance with Clause 11 – Dispute Resolution of this Award."

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

WA Government Health Services Engineering and Building Services Award 2004 No. A 2 of 2004				
Delivered 26/03/04 at 84 WAIG 749				
CLAUSE NO.	**EXTENT OF VARIATION**	**ORDER NO.**	**OPERATIVE DATE**	**GAZETTE REFERENCE**
PART 1 – APPLICATION AND OPERATION OF AWARD				
1. Title				
	As Delivered	A2/04	26/03/04	84 WAIG 749
1B. Minimum Adult Award Wage				
	As Delivered	A2/04	26/03/04	84 WAIG 749
	Cl.	570/04	4/06/04	84 WAIG 1521
	Cl.	576/05	07/07/05	85 WAIG 2089 & 2939
	Cl.	957/05	07/07/06	86 WAIG 1631 & 2450
	Cl.	1/07	01/07/07	87 WAIG 1487 & 2387
	Cl.	115/07	01/07/08	88 WAIG 773&1581
	Cl.	1/09	01/10/09	89 WAIG 735 & 2014
	Cl.	2/10	01/07/10	90 WAIG 568 & 1387
	Cl	2/11	01/07/11	91 WAIG 1008 & 1781
	Cl	2/12	01/07/12	92 WAIG 1524
	Cl.	1/13	01/07/13	93 WAIG 1197
	Cl.	1/14	01/07/14	94 WAIG 1408
	Cl.	1/15	01/07/15	95 WAIG 1373
	Cl.	1/16	01/07/16	96 WAIG 1225
2. Arrangement				
	As Delivered	A2/04	26/03/04	84 WAIG 749
3. Term				
	As Delivered	A2/04	26/03/04	84 WAIG 749

4. Application & Parties Bound				
	As Delivered	A2/04	26/03/04	84 WAIG 749
	(e)	46/14	09/12/14	94 WAIG 1899
5. Area and Scope				
	As Delivered	A2/04	26/03/04	84 WAIG 749
6. Definitions				
	As Delivered	A2/04	26/03/04	84 WAIG 749
7. Liberty to Apply				
	As Delivered	A2/04	26/03/04	84 WAIG 749
PART 2 – COMMUNICATION, COUNSULTATION AND DISPUTE RESOLUTION				
8. Commitments of the Parties				
	As Delivered	A2/04	26/03/04	84 WAIG 749
9. Introduction of Change				
	As Delivered	A2/04	26/03/04	84 WAIG 749
10. Right of Entry				
	As Delivered	A2/04	26/03/04	84 WAIG 749
11. Dispute Resolution				
	As Delivered	A2/04	26/03/04	84 WAIG 749
PART 3 – EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP, EQUIPMENT, TOOLS AND AMENITIES				
12. Contract of Service				
	As Delivered	A2/04	26/03/04	84 WAIG 749

13. Mobility and Deployment				
	As Delivered	A2/04	26/03/04	84 WAIG 749
14. Temporary, Part Time & Casual Employees				
	As Delivered	A2/04	26/03/04	84 WAIG 749
15. Uniforms, Protective Clothing and Equipment				
	As Delivered	A2/04	26/03/04	84 WAIG 749
16. Supported Wage				
	As Delivered	A2/04	26/03/04	84 WAIG 749
PART 4 – DALARIES AND RELATED MATTERS				
17. Payment of Salaries				
	As Delivered	A2/04	26/03/04	84 WAIG 749
18. Salary Packaging				
	As Delivered	A2/04	26/03/04	84 WAIG 749
19. Leading Hand Allowance				
	As Delivered	A2/04	26/03/04	84 WAIG 749
	(1)	54/07	29/08/07	87 WAIG 2594
	(1)	24/08	21/08/08	88 WAIG 1857
	(1)	65/09	11/12/09	90 WAIG 36
	(1)	13/2011	16/05/11	
	(1)	30/12	26/09/12	92 WAIG 1776
	(1)	63/13	03/02/14	94 WAIG 103
	(1)	46/14	09/12/14	94 WAIG 1899
	(1)	133/2015	05/11/15	95 WAIG 1848
20. Higher Duties				
	As Delivered	A2/04	26/03/04	84 WAIG 749
21. Apprentices				

	As Delivered	A2/04	26/03/04	84 WAIG 749
22. Access to Records				
	As Delivered	A2/04	26/03/04	84 WAIG 749
23. Special Rates and Provisions				
	As Delivered	A2/04	26/03/04	84 WAIG 749
	(1), (3)(b) -(f)	54/07	29/08/07	87 WAIG 2594
	(1), (3)(b) -(f)	24/08	21/08/08	88 WAIG 1857
	(1), (3)(b) -(f)	65/09	11/12/09	90 WAIG 36
	(1), (3)(b) -(f)	13/2011	16/05/2011	91 WAIG 938
	(1), (3)(b) -(f)	30/12	26/09/12	92 WAIG 1776
	(1), (3)(b) -(f)	63/13	03/02/14	94 WAIG 103
	(1), (3)(b) -(f)	46/14	09/12/14	94 WAIG 1899
	(1), (3)(b) -(f)	133/2015	05/11/15	95 WAIG 1848
PART 5 – HOURS OF WORK, BREAKS, OVERTIME AND SHIFTWORK				
24. Hours of Work and Rostering				
	As Delivered	A2/04	26/03/04	84 WAIG 749
25. Overtime				
	As Delivered	A2/04	26/03/04	84 WAIG 749
	(7)(a)	54/07	29/08/07	87 WAIG 2594
	(7)(a)	24/08	21/08/08	88 WAIG 1857
	(7)(a)	65/09	11/12/09	90 WAIG 36
	(7)(a)	13/2011	16/05/2011	91 WAIG 938
	(7)(a)	30/12	26/09/12	92 WAIG 1776
	(7)(a)	63/13	03/02/14	94 WAIG 103
	(7)(a)	46/14	09/12/14	94 WAIG 1899
	(7)(a)	133/2015	05/11/15	95 WAIG 1848

26. Shift Work				
	As Delivered	A2/04	26/03/04	84 WAIG 749
PART 6 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS				

27. Casual Employees				
	As Delivered	A2/04	26/03/04	84 WAIG 749
28. Public Holidays				
	As Delivered	A2/04	26/03/04	84 WAIG 749
29. Annual Leave				
	As Delivered	A2/04	26/03/04	84 WAIG 749
30. Leave Options				
	As Delivered	A2/04	26/03/04	84 WAIG 749
31. Sick Leave				
	As Delivered	A2/04	26/03/04	84 WAIG 749
32. Long Service Leave				
	As Delivered	A2/04	26/03/04	84 WAIG 749
33. Training Leave				
	As Delivered	A2/04	26/03/04	84 WAIG 749
34. Union Representatives				
	As Delivered	A2/04	26/03/04	84 WAIG 749
35. Defence Force Training Leave				
	As Delivered	A2/04	26/03/04	84 WAIG 749

36. Witness and Jury Service				
	As Delivered	A2/04	26/03/04	84 WAIG 749
37. Bereavement Leave				

	As Delivered	A2/04	26/03/04	84 WAIG 749
38. Parental Leave				
	As Delivered	A2/04	26/03/04	84 WAIG 749
39. Family Leave				
	As Delivered	A2/04	26/03/04	84 WAIG 749
40. Paid Leave for English Language Training				
	As Delivered	A2/04	26/03/04	84 WAIG 749
41. Special Leave Without Pay				
	As Delivered	A2/04	26/03/04	84 WAIG 749
42. Special Leave with Pay				
	As Delivered	A2/04	26/03/04	84 WAIG 749
43. Sabbatical Leave				
	As Delivered	A2/04	26/03/04	84 WAIG 749
44. Emergency Service Leave				
	As Delivered	A2/04	26/03/04	84 WAIG 749
45. Ceremonial and Cultural Leave				
	As Delivered	A2/04	26/03/04	84 WAIG 749
46. Donors Leave				
	As Delivered	A2/04	26/03/04	84 WAIG 749
PART 7 – TRANSFERS, TRAVELLING AND WORKING AWARD FROM USUAL PLACE OF WORK				
47. Car Allowance				
	As Delivered	A2/04	26/03/04	84 WAIG 749
	(3)	13/2011	16/05/2011	91 WAIG 938

48. Fares & Travelling Allowances				
	As Delivered	A2/04	26/03/04	84 WAIG 749
49. Travelling Allowance				
	As Delivered	A2/04	26/03/04	84 WAIG 749
	(12)	13/2011	16/05/2011	91 WAIG 938
50. District Allowances				
	As Delivered	A2/04	26/03/04	84 WAIG 749
	(6)	13/2011	16/05/11	91 WAIG 938
	(6)	63/13	03/02/14	94 WAIG 103
51. Employees North of 26th Parallel – Travel Concession, Annual Leave				
	As Delivered	A2/04	26/03/04	84 WAIG 749
PART 8 - APPENDICES				
Appendix A - Salaries				
	As Delivered	A2/04	26/03/04	84 WAIG 749
	App.	570/04	4/06/04	84 WAIG 2098
	App.	576/05	07/07/05	85 WAIG 2089 & 2939
	App.	957/05	07/07/06	86 WAIG 1631 & 2450
	App.	1/07	01/07/07	87 WAIG 1487 & 2387
	(1)	54/07	29/08/07	87 WAIG 2594
	App.	115/07	01/07/08	88 WAIG 773&1581
	(1)	24/08	21/08/08	88 WAIG 1857
	App.	1/09	01/10/09	89 WAIG 735 & 2014
	(1)	65/09	11/12/09	90 WAIG 36
	App.	2/10	01/07/10	90 WAIG 568 & 1387
	(1)	13/2011	16/05/2011	91 WAIG 938
	App.	2/11	01/07/11	91 WAIG 1008 & 1781
	App.	2/12	01/07/12	92 WAIG 1524
	(1)	30/12	26/09/12	92 WAIG 1776

	App.	1/13	01/07/13	93 WAIG 1197
	App.	63/13	03/02/14	94 WAIG 103
	App.	1/14	01/07/14	94 WAIG 1408
	App.	46/14	09/12/14	94 WAIG 1899
	App.	1/15	01/07/15	95 WAIG 1373
	(1)	133/2015	05/11/15	95 WAIG 1848
	App.	1/16	01/07/16	96 WAIG 1225
Appendix B – Workplace Reform				
	As Delivered	A2/04	26/03/04	84 WAIG 749
Appendix C – Saving of Certain Provisions of Industrial Agreements Replaced by this Award				
	As Delivered	A2/04	26/03/04	84 WAIG 749
Appendix D – 12 Hour Shift Arrangements for Plant Operators				
	As Delivered	A2/04	26/03/04	84 WAIG 749