

# Cleaners and Caretakers (Government) Award 1975

## 1. - AWARD STRUCTURE

### 1.1. - TITLE

This award shall be known as the Cleaners and Caretakers (Government) Award 1975 and replaces the Cleaners and Caretakers (Government) Award No. 5 of 1966.

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1.3. - AREA AND SCOPE

- 1.3.1 Subject to 1.3.2, this award shall apply throughout the State of Western Australia to persons employed under the classifications specified in Clause 4 – Wages and who are employed by:
- (a) an employing authority in the public sector as defined by the *Public Sector Management Act 1994* (WA); or
  - (b) the entities listed in Schedule 1 of the *Public Sector Management Act 1994* (WA).
- 1.3.2 This award shall not apply to:
- (a) any person employed by:
    - (i) any university;
    - (ii) the R&I Bank of Western Australia;
    - (iii) SGIO Insurance Limited; or
    - (iv) any local government or regional local government or the council of a local government or regional local government; or
  - (b) any person employed pursuant to any of the following awards or industrial or other agreements:
    - (i) Country High School Hostels Award 1969;
    - (ii) Community Welfare Department Hostels Award 1983;
    - (iii) Corruption and Crime Commission Agreement 2005 (PSAAG 28 of 2005) and/or any replacement agreement;
    - (iv) Cultural Centre Award 1987;
    - (v) Health and Disability Services – Support Workers – Western Australian Government Award 2001 (AW808168);
    - (vi) Hospital Workers (Government) Award 1966;
    - (vii) Midland Sales Yard Agreement 2004 (AG 145 of 2004) and/or any replacement agreement;
    - (viii) Parliamentary Employees Award 1989;
    - (ix) Port Hedland Port Authority Staff Agreement 2004 (AG838222) and/or any replacement agreement;
    - (x) Railway Employees' Award 1969;
    - (xi) State Research Stations, Agricultural Schools and College Workers Award 1971;
    - (xii) Theatrical Employees, Entertainment, Sporting and Amusement Facilities (Western Australian Government) Award 1987; or

(xiii) Western Australian Mint Security Officers Award 1988.

#### 1.4. - TERM

The term of this award shall be one year from the first pay period commencing on or after the date of this award.

#### 1.5. - DEFINITIONS

For the purposes of this award, the following terms shall have the following meaning:

- 1.5.1 "ASNA" means arbitrated safety net adjustment.
- 1.5.2 "caretaker" means an employee required to reside on or in the vicinity of the premises of their employer and who is responsible to their employer for the supervision and/or the general cleaning of such premises and who is responsible for the safety of the employer's grounds and buildings.
- 1.5.3 "cleaner" means an employee mainly employed in cleaning work of any description (including glass partitions and windows) on premises, or in bringing into or maintaining premises in a clean condition.
- 1.5.4 "casual employee" means an employee who is engaged on an hourly basis for a period not exceeding four weeks in any workplace.
- 1.5.5 "employee" means a person employed by an employer in a calling prescribed in 4.2 – Rates of Pay.
- 1.5.6 "employer" means, subject to 1.3.2, an employing authority in the public sector as defined by the *Public Sector Management Act 1994* (WA), or an entity listed in Schedule 1 of the *Public Sector Management Act 1994* (WA).
- 1.5.7 "fixed term contract employee" means a person engaged by the employer under a contract of employment for a specified period.
- 1.5.8 "full time employee" means an employee who is engaged for 38 hours per week in accordance with 3.1 – Hours.
- 1.5.9 "industrial agreement" means an agreement registered in accordance with section 41 of the *Industrial Relations Act 1979*.
- 1.5.10 "organisation" means, subject to 1.3.2, an employing authority in the public sector as defined by the *Public Sector Management Act 1994* (WA), or an entity listed in Schedule 1 of the *Public Sector Management Act 1994* (WA).
- 1.5.11 "part time employee" means an employee who undertakes work for less than the hours designated as full time by 3.1 – Hours.
- 1.5.12 "probationary employee" means an employee serving a period of probation in accordance with 2.1.1 – Probation.
- 1.5.13 "rostered employee" means an employee who is rostered to work day shift on any of the seven days of the week in accordance with 3.1 – Hours.
- 1.5.14 "security officer" means a person employed to watch and/or guard, patrol and/or protect premises and/or property including opening and closing doors and windows as required; and/or protect goods, cash or valuables in transit.
- 1.5.15 "shift employee" means an employee who is rostered to work outside the ordinary hours of work as prescribed by 3.1 – Hours.

- 1.5.16 "trainee" means an employed engaged in a full time or part time structured employment based training arrangement, approved by the Western Australian Department of Education and Training or its successor and which, on successful completion, provides the employee with a nationally recognised qualification.
- 1.5.17 "traineeship training contract" means the agreement between the employer and the trainee that provides details of the traineeship and the obligations of the employer and trainee, and that is registered with the Western Australian Department of Education and Training or its successor.
- 1.5.18 "union" means the United Voice WA.
- 1.5.19 "WAIRC" and "Commission" mean the Western Australian Industrial Relations Commission.
- 1.5.20 "window cleaner" means an employee employed exclusively in window cleaning.

1.6. - RELATIONSHIP WITH THE MISCELLANEOUS GOVERNMENT CONDITIONS AND ALLOWANCES AWARD NO A 4 OF 1992

- 1.6.1 The provisions of the Miscellaneous Government Conditions and Allowances Award No A 4 of 1992 shall apply, as varied from time to time, with any necessary changes made, to all employees covered by this award.
- 1.6.2 Subject to any variation made from time to time, and with any necessary changes made, the provisions of the Miscellaneous Government Conditions and Allowances Award are listed in Schedule A of this award.

1.7. - RELATIONSHIP WITH THE WESTERN AUSTRALIAN GOVERNMENT/LIQUOR, HOSPITALITY AND MISCELLANEOUS UNION REDEPLOYMENT, RETRAINING AND REDUNDANCY CERTIFIED AGREEMENT 2004

Where applicable, this award shall be read in conjunction with the Western Australian Government/Liquor, Hospitality and Miscellaneous Union Redeployment, Retraining and Redundancy Certified Agreement 2004, as and when varied.

2. - CONTRACT OF EMPLOYMENT

2.1. - CONTRACT OF SERVICE

- 2.1.1 Probation
- (a) All employees appointed by the employer shall initially be employed on a probationary period not exceeding three months.
- (b) Prior to the expiry of a probationary period of employment, the employer shall:
- (i) confirm the appointment;
- (ii) where performance issues have been identified and appropriate support and training to enhance performance have been documented, extend the employee's period of probation for a further period as determined by the line manager, but shall not exceed a further three months; or
- (iii) terminate the appointment due to unsatisfactory performance.
- 2.1.2 Any employee, other than a casual employee, who is ready, willing and available for work shall be provided with a full weeks work by the employer. If a full week's work is not provided, the employee shall be entitled to not less than the minimum weekly wage prescribed in this award for their class of work. A full weeks work for a part time employee shall equate to the ordinary working hours as agreed between the part time employee and the employer under 2.2.6 – Part time employment.

2.1.3 The employer shall be under no obligation to pay for any day not worked upon which the employee is required to present themselves for duty, except where such absence from work is on account of holidays or leave to which the employee is entitled to under this or any other relevant award.

2.1.4 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, including work that is incidental or peripheral to the employee's main tasks or functions.

2.1.5 Notice of termination of employment by the employer

(a) The employment of an employee, other than a casual employee, trainee, or fixed term contract employee as defined in 1.5 – Definitions, must not be terminated unless the employer has given the employee the required period of notice in accordance with the following table or the employer has provided the employee with payment in lieu of notice.

<u>Period of continuous service</u>	<u>Required period of notice</u>
Not more than 1 year	At least 1 week
More than 1 year but 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

(b) The period of notice for an employee, who at the time of being terminated is over 45 years of age and has completed at least two years continuous service with the employer, shall be increased by one week.

(c) The employee may be terminated by the employer giving the employee part of the required period of notice, with payment in lieu for the remainder of the required period of notice.

(d) Payment in lieu of notice must equal or exceed the total amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay the employee because of the employment continuing during that period.

(e) Payment in lieu of notice must be worked out on the basis of:

- (i) the employee's ordinary hours of work, even if they are not standard hours;
- (ii) the amounts ordinarily payable to the employee in respect of those hours including, for example, allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's contract of employment.

2.1.6 Termination of an employee for serious misconduct

(a) An employer may terminate an employee without notice or payment in lieu of notice if the employee is guilty of serious misconduct. In such cases, wages shall be paid up to the time of dismissal only.

(b) "Serious misconduct" means misconduct of such a nature that it would be unreasonable to require the employer to continue the employment of the employee concerned during the required period of notice.

2.1.7 Notice of termination of employment of casual employees

(a) The employment of a casual employee must not be terminated unless the employer has given the employee one hour's notice of termination or payment in lieu of one hours notice.

- (b) Notwithstanding 2.1.7(a) and the exclusion of casual employees in 2.1.5(a), an employee may, subject to the provisions of section 638 of the *Workplace Relations Act 1996* (Cth), be entitled to notice of termination as provided for in section 661 of the *Workplace Relations Act 1996* (Cth).

2.1.8 Notice of termination of employment of trainees

- (a) Trainees engaged under a traineeship training contract as defined in 1.5.17 are not, at the conclusion of the contract, entitled to notice or payment in lieu of notice.
- (b) Although the completion of a traineeship does not guarantee the trainee future employment in the WA public sector, the employer will cooperate to assist the trainee to be placed in suitable employment, should a position arise.

2.1.9 Notice of termination of employment of fixed term contract employees

Fixed term contract employees as defined in 1.5.7 are not, at the conclusion of the contract, entitled to notice or payment in lieu of notice.

2.1.10 Notice of termination of employment by the employee

- (a) Except as otherwise provided in 2.1 – Contract of Service, an employee, including a probationary employee, shall provide the employer with one week's notice of termination or forfeit one week's pay in lieu of notice, unless the parties agree to a shorter period of notice.
- (b) An employee employed on an ongoing basis as a caretaker shall provide the employer with two weeks' notice of termination or forfeit two weeks' pay in lieu of notice, unless the parties agree to a shorter period of notice.
- (c) A casual employee shall provide the employer with one hours' notice of termination or forfeit one hour's pay in lieu of the required notice unless the parties agree to a shorter period of notice.

2.1.11 Statement of employment

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated, a written statement specifying the period of employment and the classification or type of work performed by the employee.

2.1.12 Job search entitlement

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

2.2. - TYPES OF EMPLOYMENT

2.2.1 A person may be appointed as a full time or part time employee:

- (a) on an ongoing basis; or
- (b) for a fixed term.

- 2.2.2 A person may be appointed as a casual employee, subject to the provisions of 2.2 – Types of Employment.
- 2.2.3 Employees will be employed on an ongoing basis except in the following circumstances where fixed term and casual contracts may be used:
- (a) special projects;
  - (b) to temporarily fill vacancies where a decision has been made to fill that vacancy, whilst the recruitment process is being undertaken;
  - (c) to fill vacancies due to:
    - (i) parental leave;
    - (ii) long service leave;
    - (iii) sick leave;
    - (iv) workers' compensation;
    - (v) secondments;
    - (vi) the substantive occupant working in another position that may involve higher duties;
    - (vii) leave without pay; and
    - (viii) other forms of leave as prescribed in the relevant award/s; and
  - (d) any other situations as agreed between the employer and the union, either at an industry or a local level.
- 2.2.4 Employees appointed on either an ongoing basis or on a fixed term contract shall be advised in writing of their terms of appointment and such advice shall specify the dates of commencement, hours of work and, in the case of fixed term contract employees, the cessation date of the contract.
- 2.2.5 Casual employment
- (a) When an employee is appointed on a casual basis and before they are so engaged, they shall be informed of their casual status and their conditions of employment.
  - (b) Casual employees shall receive a 20% loading in lieu of annual leave, sick leave and public holidays.
  - (c) Except for casual security officers, all casual employees shall be entitled to a minimum engagement of two hours or payment in lieu for such period.
  - (d) Casual security officers shall be entitled to, for each engagement not exceeding four hours, a minimum engagement of four hours. For each engagement exceeding four hours, casual security officers shall be entitled to a minimum engagement of eight hours.
- 2.2.6 Part time employment
- (a) A part time employee shall be entitled to the same entitlements as a full time employee, to be provided on a pro rata basis according to the hours worked by the employee.
  - (b) At the time of engagement, the employer and the part time employee will agree in writing on a regular pattern of work, specifying the hours worked each day, which days of the week the employee will work, and the actual starting and finishing times each day. Rostered employees shall be informed of their minimum hours of engagement and the basis upon which rosters are

formulated. An agreement concerning a part time employee's ordinary hours of work shall be consistent with the relevant provisions of 3.1 – Hours.

- (c) The employer and employee may agree, in writing, to a temporary variation to an employee's ordinary working hours such that:
  - (i) time worked up to eight hours on any day is not to be regarded as overtime but an extension of the agreed hours for that day and should be paid at the normal rate of pay;
  - (ii) additional days worked, up to a total of five days per week, are regarded as an extension of the agreed hours and should be paid at the normal rate of pay;
  - (iii) additional hours worked for which overtime is not paid shall be considered as part of the employee's ordinary working hours; and
  - (iv) any time worked beyond the relevant daily spread of hours and/or days of the week as prescribed in 3.1 – Hours shall be considered overtime.
- (d) Nothing in 2.2.6 prevents the employer and employee from agreeing, in writing, to a permanent variation to the part time employee's ordinary working hours as established under 2.2.6(b).

### 3. - HOURS OF WORK

#### 3.1. - HOURS

- 3.1.1 (a) Except as otherwise provided for in 3.1 – Hours, the ordinary hours of work shall be 38 per week with the hours actually worked being 40 hours per week or 80 hours per fortnight.
- (b) Ordinary hours shall be worked between the hours of 6.00 am and 7.00 pm, Monday to Friday inclusive.
- (c) The actual hours of work for attendants and court ushers shall be worked between 8.00 am and 5.00 pm unless otherwise ordered by the WAIRC or by agreement with the union.
- (d) Ordinary hours shall be worked within a 20-day cycle of eight hours on the first 19 days in each cycle with 0.4 of one hour of each such day worked accruing as an entitlement to take the 20th day in each cycle as a paid day off as though worked.
- (e) (i) Notwithstanding the provisions of 3.1.1(a), where the majority of school cleaners, including the Cleaner in Charge, request, the start time may be varied to allow cleaners to start earlier than 6.00 am with the written permission of the Principal. Under no circumstances are cleaners allowed to start work more than 4.5 hours before the official opening time of the school at which they are employed.
  - (ii) In considering a request made in accordance with 3.1.1(e)(i), the Principal will take into account, but is not limited to, such factors as:
    - (aa) operational needs of the schools;
    - (bb) natural and artificial lighting;
    - (cc) safety and security of the cleaning staff; and
    - (dd) security of school premises and property.
  - (iii) Where the request of cleaners to start earlier than 6.00 am is granted, the loadings prescribed in 5.1 – Special Rates and Provisions of this award will not apply.
  - (iv) In the event that the Cleaner in Charge does not agree to an earlier start time, but the majority of cleaners do, another cleaner may volunteer to take responsibility for



opening the school and switching off the security alarm system. Under such circumstances, no additional allowances are payable to the cleaner who elects to undertake this duty.

- (v) The starting times for cleaners will be reviewed at the end of Term 1 and Term 3 each year.

### 3.1.2 Rostered and shift employees

- (a) The ordinary hours of work for a rostered employee may be worked between the hours of 6.00 am and 7.00 pm on any of the seven days of the week.
- (b) Except as provided for in 3.1.6:
  - (i) the ordinary hours of work for a shift employee or caretaker may be worked on any of the seven days of the week and there shall be no fixed daily spread of hours; and
  - (ii) the ordinary hours for shift employees shall be worked in not more than ten shifts per fortnight of eight hours each and not more than one shift in every 24 hours.
- (c) Notwithstanding the provisions of 3.1.2(b)(ii), where the union and the employer so agree, shifts of more than eight hours but not more than 12 hours may be worked for the purpose of trialling alternative shift arrangements only.
- (d) Shift and rostered employees shall be entitled to 12 paid days off in every twelve months. Such rostered days off shall be taken:
  - (i) in accordance with 3.4.4 – Rostered Day Off (38 Hour Week); or
  - (ii) at a time mutually agreed between the employer and employees concerned; or
  - (iii) in conjunction with annual leave.
- (e) The length of the cycle during which the ordinary hours may be worked to give an average of 38 shall be determined by agreement between the employer and the union or, failing agreement, through the dispute resolution procedure of this award.

3.1.3 Each employee referred to in 3.1.2 – Rostered and shift employees shall, in every seven consecutive days, be granted two consecutive days off duty, provided that this provision shall be deemed to be complied with if the employee is granted the equivalent of six days off duty in every period of three weeks.

3.1.4 An employee other than a security officer shall be entitled to a meal break of not less than 30 minutes and not more than one hour each day. No employee shall be required to work for more than five consecutive hours without a meal break, provided that, if an employee is required to work during their meal break, they shall be paid at overtime rates until a meal break is taken.

### 3.1.5 Caretakers

- (a) There shall be no fixed spread of hours for caretakers who may be required to be on duty on any day of the week, but no caretaker shall be called upon to perform cleaning or supervision of cleaning work in excess of 38 hours per week.
- (b) Caretakers shall be allowed adequate meal breaks and rest periods by arrangement between the employer and the employee.
- (c) Caretakers shall not be deemed to be working on Saturdays and/or Sundays when they are required to open and close classrooms, halls or other school facilities for which they are entitled to the allowances prescribed in 5.1 – Special Rates and Provisions.

### 3.1.6 Security officers

- (a) The ordinary working hours of security officers shall be 76 per fortnight, such hours to be worked in not more than 12 shifts per fortnight and not more than ten hours in any one shift and not more than one shift in every 24 hours. The employer may fix the number and duration of such shifts and the employee shall be given 48 hours' notice of any change of such shift.
- (b) Provided that no employee shall be rostered for duty until at least ten hours have elapsed from the time their previous rostered shift ended. Notwithstanding the foregoing, more than one shift may be worked in a 24-hour period to facilitate a change of roster.

## 3.2. - OVERTIME

### 3.2.1 Requirement to work reasonable overtime

- (a) An employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee is not to be required or requested by the employer to work more than:
  - (i) the employee's ordinary hours of work as per 3.1 – Hours; and
  - (ii) reasonable additional hours as determined under 3.2.1(c).
- (c) For the purposes of determining whether additional hours that an employee is required or requested by an employer to work are reasonable additional hours, all relevant factors are to be taken into account. The factors that may be taken into account include, but are not limited to, the following:
  - (i) any risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the additional hours;
  - (ii) the employee's personal circumstances, including any family responsibilities;
  - (iii) the conduct of the operations or business in relation to which the employee is required or requested to work the additional hours;
  - (iv) any notice given by the employer of the requirement or request that the employee work the additional hours;
  - (v) any notice given by the employee of the employee's intention to refuse to work the additional hours;
  - (vi) whether any of the additional hours are on a public holiday in the area of the State where the employee is required to work; and
  - (vii) the employee's hours of work over the four weeks ending immediately before the employee is required to work the additional hours.
- (d) For the purpose of 3.2.1(b), in calculating the number of hours that an employee has worked in a particular week, the hours worked by the employee are taken to include any hours of authorised leave, paid or unpaid, taken by the employee during the week. "Authorised leave" means leave or an absence that is authorised by the employee's employer, under a term or condition of the employee's employment, or under a law, or an instrument in force under a law, of the State or Commonwealth.

### 3.2.2 Overtime rates

- (a) Except as otherwise provided for in 3.2 – Overtime, and subject to 3.1.2 – Rostered and shift employees, all time worked in excess of or outside of the usual hours or outside the daily spread shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.

- (b) All overtime worked on Sundays shall be paid for at the rate of double time, and all overtime worked on public holidays shall be paid at the rate of double time and one-half.
  - (c) The rates prescribed in 3.2.2(a) and 3.2.2(b) shall apply to part time employees who work outside of the employee's ordinary hours as agreed to by the employer and employee, except where the employer and employee have agreed to a temporary variation to the employee's ordinary working hours in accordance with 2.2.6(c). Where the employer and employee have agreed to such a temporary variation, the provisions of 2.2.6(c) shall apply.
  - (d) The provisions of 3.2.2(a) and 3.2.2(b) shall not apply to casual employees, who shall be paid at the rate of time and one-half for the first two hours and double time thereafter for all time worked in excess of eight hours in any day or night.
- 3.2.3 (a) Any employee who, without being notified the previous day, is required to continue working for more than one hour after the usual ceasing time shall be provided with a meal by the employer or be paid \$13.15 in lieu of the meal.
- (b) This rate shall be adjusted in accordance with the Consumer Price Index – Meals Out and Take Away Foods – Perth (ABS Cat No. 6455.0.40.001).
- 3.2.4 Subject to 5.1.6 – Special Rates and Provisions, an employee called back to work after the normal working time shall be paid a minimum of three hours at the appropriate overtime rate.
- 3.2.5 Time off in lieu
- (a) By agreement between the employee and employer, time off in lieu of payment for overtime may be granted proportionate to the payment to which the employee is entitled. Such time off is to be taken in unbroken periods according to each period of overtime worked.
  - (b) The actual period of time off may be accrued and taken at a time agreed between the employer and employee concerned.

### 3.3. - SHIFT WORK

- 3.3.1 Subject to 3.3.2, a loading of fifteen per cent of the ordinary wage shall be paid for time worked on afternoon or night shift as defined in 3.3.1(a) and 3.3.1(b):
- (a) "Afternoon shift" means a shift commencing at or after 12.00 noon and before 6.00 pm.
  - (b) "Night shift" means a shift commencing at or after 6.00 pm and on or before 4.00 am.
- 3.3.2 A shift employee shall be paid for ordinary hours worked between midnight on Friday and midnight on Sunday at the rate of time and one half.
- 3.3.3 The rate prescribed in 3.3.2 shall be in substitution for and not cumulative on the rate prescribed in 3.3.1.

### 3.4. - ROSTERED DAY OFF (38 HOUR WEEK)

- 3.4.1 The rostered day off provided for in 3.1.1 and 3.1.2 shall be observed to suit the circumstances of the employer concerned. Provided that, subject to 3.4.3, the rostered day off will normally be the first or last working day of the working week.
- 3.4.2 The calendar year will be divided into thirteen, 20-day work cycles. During the year employees will be required to take one period of their annual leave to include the rostered day off duty for that particular work cycle. There will be no additional pay or leave in lieu of that rostered day off. Employees who have additional leave in lieu will only lose one rostered day off duty while on annual leave.
- 3.4.3 Where, to meet the needs of the employer, an employee is required to work on their rostered day off, no overtime will be paid and that employee will be re-rostered for another day off duty within ten working

days. The re-rostered day will be the first or last working day of the working week unless another day is agreed between the parties.

- 3.4.4 Employees who work a three-week roster will be rostered off duty on three occasions in a 12 week cycle. The rostered days off shall be on a Friday preceding the normal rostered weekend off duty and shall occur after three weeks, three weeks and six weeks.
- 3.4.5 The employer is responsible for the preparation and maintenance of the roster.
- 3.4.6 There will be no rostered day off duty applicable to employees whilst on long service leave nor any credit accumulated for such periods of leave.
- 3.4.7 Where an employee is rostered off duty on a particular day, they will not be entitled to claim either sick leave or bereavement leave in substitution for the rostered day off.
- 3.4.8 An employee on workers' compensation:
- (a) for a period of less than one complete 20 day work cycle, shall accrue time towards a rostered day off;
  - (b) for periods of one or more complete 20 day work cycle/s, shall not accrue time towards a rostered day off; and
  - (c) for a period of less than one complete 20 day work cycle and a rostered day off falls within the period, the employee will not be re-rostered for an additional day off.
- 3.4.9 There will be no rostered days off duty applicable to employees whilst on workers' compensation or leave without pay.
- 3.4.10 An employee shall accrue an entitlement of 24 minutes per day whilst on sick leave towards their rostered day off. However, their sick leave entitlement will be debited by eight hours.
- 3.4.11 No higher duties allowances will be payable to employees when required to act in another position whilst the permanent occupant is on a rostered day off duty.
- 3.4.12 There will be no entitlement to payment for time accrued towards a rostered day off on either termination or dismissal, nor will there be any requirement to accumulate a full credit prior to being entitled to a rostered day off.
- 3.4.13 (a) The overtime provisions contained in 3.2 – Overtime will not apply until after eight hours have been worked on each day.
- (b) In the case of part-time employees, the overtime rates will not apply until after the hours normally worked on that day, except where the employer and employee have agreed to a temporary variation to the employee's ordinary working hours in accordance with 2.2.6(c). Where the employer and employee have agreed to such a temporary variation, the provisions of 2.2.6(c) shall apply.
- 3.4.14 Implementation of the 38 hour week for full time employees shall be applied to part time employees on a proportional basis, provided that an employee who at the completion of a 20 day work cycle, has not accrued sufficient hours to enable the employee to take a day off at their normal working hours, will continue to work past the 20 day work cycle until sufficient hours have accrued to enable the employee to take a day off at their normal working hours.
- 3.4.15 Any dispute concerning rosters shall be resolved in accordance with the dispute resolution procedure of this award.
- 3.4.16 The provisions of 3.4 – Rostered Day Off (38 Hour Week) do not apply to casual employees.

## 4. - WAGES

### 4.1. - MINIMUM ADULT AWARD WAGE

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

4.1.2 The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38-hour week is \$863.40 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38-hour week is calculated as follows: divide \$863.40 by 38 and multiply by the number of ordinary hours prescribed for a full-time employee under the award.

The minimum adult award wage is payable from the beginning of the first pay period commencing on or after 1 July 2023.

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

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

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

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

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

4.1.8 Subject to this clause the minimum adult award wage shall –

(a) Apply to all work in ordinary hours.

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

4.1.9 Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2023 State Wage order. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

4.1.10 Adult Apprentices

- (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38-hour week is \$733.40 per week.
- (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38-hour week is calculated as follows: divide \$733.40 by 38 and multiply by the number of ordinary hours prescribed for a full-time apprentice under the award.
- (c) The minimum adult apprentice wage is payable from the beginning of the first pay period commencing on or after 1 July 2023.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

4.2. - RATES OF PAY

4.2.1 Subject to 4.2.3, the minimum weekly rate of wage payable to employees covered by this award shall be as per the provisions comprising:

- (a) Part A – Wages Adjusted by Arbitrated Safety Net Adjustments; or
- (b) Part B – Expired Industrial Agreement Wages;

whichever are the greater.

4.2.2 Subject to 4.2.3, the wage rates to apply for the purpose of the no-disadvantage test under the *Industrial Relations Act 1979* shall be as per the provisions comprising:

- (a) Part A – Wages Adjusted by Arbitrated Safety Net Adjustments; or
- (b) Part B – Expired Industrial Agreement Wages;

whichever are the greater.

4.2.3 The rates contained in Part B – Expired Industrial Agreement Wages shall only apply to the employees and employers who are respondent to the Government Services (Miscellaneous) General Agreement 2005 (AG 7/05), as replaced from time to time.

PART A – WAGES ADJUSTED BY ARBRITRATED SAFETY NET ADJUSTMENTS

4.2.4 Subject to 4.2.1, 4.2.2 and 4.2.3, the weekly rate of wage payable to employees covered by this award, excluding those who are employed by the Department of Education and Training, shall be as follows.

	Base Rate \$	Arbitrated Safety Net Adjustments \$	Minimum Award Wage \$
Level One			

	Base Rate \$	Arbitrated Safety Net Adjustments \$	Minimum Award Wage \$
Comprehends the following classes of work:			
Attendant			
Cleaner			
1st year	370.10	546.50	916.60
2nd year	374.10	547.20	921.30
3rd year & thereafter	378.30	548.00	926.30
Level Two			
Comprehends the following classes of work:			
Home Economics Assistant			
Car Park Attendant			
Window Cleaner			
1st year	377.30	547.90	925.20
2nd year	381.30	548.50	929.80
3rd year & thereafter	385.10	549.30	934.40
Level Three			
Comprehends the following classes of work:			
Caretaker			
Estate Attendant (Homeswest) Grade 1			
1st year	388.10	549.90	938.00
2nd year	391.90	550.50	942.40
3rd year & thereafter	395.80	551.30	947.10
Level Four			
Comprehends the following classes of work:			
Estate Attendant (Homeswest) Grade 2			
1st year	399.60	552.10	951.70
2nd year	403.40	553.00	956.40
3rd year & thereafter	407.30	553.70	961.00
Level Five			
Comprehends the following classes of work:			
Janitor			
Security Officer			
1st year	404.10	553.10	957.20
2nd year	408.10	553.80	961.90
3rd year & thereafter	412.10	554.60	966.70
Office Attendant (Homeswest)			
1st year	395.70	551.30	947.00

	Base Rate \$	Arbitrated Safety Net Adjustments \$	Minimum Award Wage \$
2nd year	403.50	553.00	956.50
3rd year & thereafter	413.70	554.70	968.40

Level Six

Comprehends the following classes of work:

Court Usher

1st year	417.80	561.00	978.80
2nd year	423.00	562.30	985.30
3rd year & thereafter	427.20	563.60	990.80

Level Seven

Comprehends the following classes of work

Estate Attendant (Homeswest) Grade 3

Foreperson

1st year	430.40	564.40	994.80
2nd year	434.30	565.40	999.70
3rd year & thereafter	438.40	566.60	1005.00

4.2.5 Supervision allowance

Employees employed under 4.2.4, other than Forepersons and Estate Attendants Homeswest (Grade 2 and 3), placed in charge of others shall be paid the following weekly allowance in addition to the rate prescribed for their class of work:

	\$
1 to 5 employees	7.11
6 to 10 employees	12.65
11 to 15 employees	15.81
16 to 20 employees	21.82
Over 20 (for each additional employee)	0.24

The rates of pay in 4.2.4 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 4.2.4, 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.

4.2.6 Subject to 4.2.1, 4.2.2 and 4.2.3, the weekly rate of wage payable to employees covered by this award who are employed by the Department of Education and Training shall be as follows.



	Base Rate \$	Arbitrated Safety Net Adjustments \$	Minimum Award Wage \$
<b>Level One</b>			
Comprehends the following classes of work:			
Cleaner for initial 12 months of employment	370.10	546.50	916.60
<b>Level Two</b>			
Comprehends the following classes of work:			
Cleaner			
1st year	374.10	547.20	921.30
2nd year	377.40	547.90	925.30
3rd year & thereafter	380.60	548.50	929.10
<b>Level Three</b>			
Comprehends the following classes of work:			
Cleaner in Charge (of one to six employees inclusive)			
Home Economics Assistant			
1st year	381.00	548.50	929.50
2nd year	385.00	549.30	934.30
3rd year & thereafter	389.20	550.20	939.40
<b>Level Four</b>			
Comprehends the following classes of work:			
Cleaner in Charge (of seven to ten employees inclusive)			
Caretaker of Schools (employing seven to ten employees inclusive)			
1st year	390.20	550.30	940.50
2nd year	393.80	551.20	945.00
3rd year and thereafter	398.00	551.80	949.80
<b>Level Five</b>			
Comprehends the following classes of work:			
Cleaner in charge (of eleven or more employees)			
Caretaker of Schools (employing eleven or more employees)			
1st year	402.20	552.70	954.90
2nd year	406.00	553.30	959.30
3rd year & thereafter	409.90	554.00	963.90
<b>Level Six</b>			

	Base Rate \$	Arbitrated Safety Net Adjustments \$	Minimum Award Wage \$
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Comprehends the following classes of work:

Cleaner in Charge of TAFE Campuses

Foreperson (Cleaning)

1st year	433.30	565.30	998.60
2nd year	438.60	566.70	1005.30
3rd year & thereafter	442.90	567.80	1010.70

- 4.2.7 The rates of pay in 4.2.6 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 4.2.6, 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.

#### PART B – EXPIRED INDUSTRIAL AGREEMENT WAGES

- 4.2.8 The wage rates contained in 4.2.9, 4.2.11 and 4.2.12 have been incorporated from the Government Services (Miscellaneous) General Agreement 2005 (AG 7/05), are applicable to some employees covered by this award, and are not to be subject to arbitrated safety net adjustments.

- 4.2.9 Subject to 4.2.1, 4.2.2 and 4.2.3, the weekly rate of wage payable to employees covered by this award, except those employed by Department of Education and Training, shall be as follows.

Wage rate (not to be subject to  
ASNAs)  
\$

##### Level One

Attendant

Cleaner

1st year	554.50
2nd year	560.10
3rd year & thereafter	565.70

##### Level Two

Home Economics Assistant

Car Park Attendant

Window Cleaner

1st year	564.40
2nd year	569.80
3rd year & thereafter	575.00

##### Level Three

Caretaker

Estate Attendant (Homeswest) Grade 1

		Wage rate (not to be subject to ASNAs)
		\$
	1st year	579.10
	2nd year	584.20
	3rd year & thereafter	589.60
<u>Level Four</u>		
Estate Attendant (Homeswest) Grade 2		
	1st year	594.70
	2nd year	600.00
	3rd year & thereafter	605.20
<u>Level Five</u>		
Janitor		
Security Officer		
	1st year	600.90
	2nd year	606.20
	3rd year & thereafter	611.80
Office Attendant (Homeswest)		
	1st year	589.50
	2nd year	600.10
	3rd year & thereafter	613.80
<u>Level Six</u>		
Court Usher		
	1st year	619.50
	2nd year	626.60
	3rd year and thereafter	632.20
<u>Level Seven</u>		
Estate Attendant (Homeswest) Grade 3		
	1st employment	636.60
	2nd employment	642.00
	3rd year & thereafter	647.50

#### 4.2.10 Supervision allowance

Employees employed under 4.2.9, other than Forepersons and Estate Attendants Homeswest (Grade 2 and 3), placed in charge of others shall be paid the weekly supervision allowance provided for in 4.2.5 in addition to the rate prescribed for their class of work.

- 4.2.11 (a) Subject to 4.2.1, 4.2.2 and 4.2.3, the weekly rate of wage payable to employees covered by this award who are employed by the Department of Education and Training shall be as follows.

		Wage rate (not to be subject to ASNAs)
		\$
<u>Level Two</u>	2.1	554.50

		Wage rate (not to be subject to ASNAs) \$
	2.2	560.10
	2.3	564.50
	2.4	569.00
<u>Level Three</u>		
Cleaner working alone		
Assistant Cleaner in Charge		
	3.1	569.40
	3.2	574.90
	3.3	580.50
<u>Level Four</u>		
Cleaner in Charge with supervisory responsibility in a school with a cleanable internal area of up to 7000m2		
	4.1	582.00
	4.2	586.90
	4.3	592.60
<u>Level 6</u>		
Cleaner in Charge with supervisory responsibility in a school with a cleanable internal area 7000m2 and over		
	6.1	640.50
	6.2	647.70
	6.3	653.60

- (b) The classifications in 4.2.11(a) correspond to the classifications in 4.2.6 as follows:

Classifications in 4.2.11(a)	Classifications in 4.2.6
Level 2.1	Level 1
Level 2.2	Level 2 – 1 <sup>st</sup> year
Level 2.3	Level 2 – 2 <sup>nd</sup> year
Level 2.4	Level 2 – 3 <sup>rd</sup> year
Level 3.1	Level 3 – 1 <sup>st</sup> year
Level 3.2	Level 3 – 2 <sup>nd</sup> year
Level 3.3	Level 3 – 3 <sup>rd</sup> year
Level 4.1	Level 4 – 1 <sup>st</sup> year
Level 4.2	Level 4 – 2 <sup>nd</sup> year
Level 4.3	Level 4 – 3 <sup>rd</sup> year
Level 6.1	Level 6 – 1 <sup>st</sup> year
Level 6.2	Level 6 – 2 <sup>nd</sup> year
Level 6.3	Level 6 – 3 <sup>rd</sup> year

- (c) There is no corresponding classification in 4.2.11(a) for Level 5 employees in 4.2.6.

- 4.2.12 (a) Subject to 4.2.1, 4.2.2 and 4.2.3, the weekly rate of wage payable to home economic assistants covered by this award who are employed by TAFE Colleges shall be as follows.

	Wage rate (not to be subject to ASNAs) \$
Level 1.1	\$549.60
Level 1.2	\$615.20
Level 1.3	\$632.10
Level 1.4	\$649.00
Level 2.1	\$615.00
Level 2.2	\$685.90
Level 2.3	\$699.20
Level 2.4	\$718.90

#### 4.3. - SUPPORTED WAGE SYSTEM

##### 4.3.1 Workers eligible for a supported wage

The provisions of 4.3 – Supported Wage System define the conditions that will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of the award. In the context of 4.3, 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 Wage System: Guidelines and Assessment Process".
- (b) "Accredited assessor" means a person accredited by the management unit established by the Commonwealth Government under the Supported Wage System to perform assessment 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.

##### 4.3.2 Eligibility criteria

- (a) Employees covered by 4.3 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 the 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.
- (b) The provisions of 4.3 do not apply to any existing employee who has a claim against the employer, which is subject to the provisions of workers' compensation legislation, or any provision of the award relating to the rehabilitation of employees who are injured in the course of their current employment.
- (c) The provisions of 4.3 also do not apply to employers in respect of their facility, programme, undertaking, service 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 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 only has received recognition, that part.

##### 4.3.3 Supported wage rates

- (a) Employees to whom 4.3 applies shall be paid the applicable percentage of the minimum rate of pay prescribed by the award for the class of work for which the person is performing according to the following schedule:

Assessed capacity (per 4.3.4)	% of applicable 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 \$102 per week).

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

#### 4.3.4 Assessment of capacity

For the purpose of establishing the percentage of the award rate to be paid to the employees, 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.

#### 4.3.5 Lodgement of assessment instruments

- (a) All assessment instruments under the conditions of 4.3, including the appropriate percentage of the award wage rate to be paid to the employee, shall be lodged by the employer with the Registrar of the WAIRC.
- (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union 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.

#### 4.3.6 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.

#### 4.3.7 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 4.3 will be entitled to the same terms and conditions of employment as all other employees covered by the award paid on a pro rata basis.

#### 4.3.8 Workplace adjustment

An employer wishing to employ a person under the provisions of 4.3 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.

#### 4.3.9 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 4.3 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 not less than \$102 per week.
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (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 4.3.4.

#### 4.4. - NO REDUCTION

Nothing contained in this award shall in itself operate so as to reduce the wages of any employee who is being paid above the minimum rate prescribed for their class of work.

#### 5. - ALLOWANCES AND FACILITIES

##### 5.1. – SPECIAL RATES AND PROVISIONS

- 5.1.1 (a) All employees called upon to clean closets connected with septic tanks or sewerage shall receive an allowance of \$0.89 cents per closet per week.
- (b) For the purposes of 5.1 – Special Rates and Provisions, one metre of urinal shall count as one closet and three urinal stalls shall count as one closet.
- 5.1.2 Employees called upon outside the ordinary working hours to wash towels shall be paid \$5.50 per dozen for ordinary towels, and \$4.10 per dozen for dusters, hand towels and tea towels.
- 5.1.3 All materials and appliances required in connection with the performance of the employee's duties shall be supplied by the employer.
- 5.1.4 (a) An employee shall not be required to work from the top of a ladder more than 3.5 metres long which rests on the ground or floor level unless provided with an assistant.
- (b) (i) When window cleaning is done from a ladder and any portion of a window to be cleaned is more than seven metres from the nearest horizontal plane, the employee shall be paid an allowance of 15 cents per window.
- (ii) The allowance prescribed in 5.1.4(b)(i) shall not be paid where adequate safety equipment such as fall-arrest and restraint systems is supplied. Where such equipment is supplied, it must be used by the employee.
- 5.1.5 Employees who are required to work their ordinary hours each day in two shifts and where the break between the two shifts is not less than three hours, shall be paid an allowance of \$5.15 per day.
- 5.1.6 An employee who is required to open and close classrooms, halls and other school facilities for any activities authorised by the Principal, shall be paid an allowance according to the following scale:

		Per Day
		\$
(a)	Evenings – Monday to Friday	
	Up to 40 rooms per week	\$8.75
	41 rooms to 100 per week	\$13.25
	Over 100 rooms per week	\$17.35
(b)	Saturday and Sunday	\$16.65
(c)	An additional allowance of \$5.15 shall be paid to a caretaker on each occasion they are required to open or close a school facility after 11.00 pm, Monday to Friday, or for any opening or closing required on a Saturday or Sunday after the initial opening and closing. Provided that on a Saturday or Sunday the additional allowance shall not be paid if the duty is performed less than one hour after the initial or any subsequent opening or closing.	
5.1.7	(a) Where practicable, suitable dressing accommodation shall be provided by the employer. Cleaning materials, tools and appliances shall not be kept in such rooms.	
	(b) All employees shall be provided with the facilities for boiling water.	
	(c) Employees shall be permitted to eat their meals in a convenient and clean place protected from the weather and employees shall remove all litter and foodstuffs after use.	
	(d) In the event of a dispute concerning the provisions of 5.1, the matter shall be resolved in accordance with the dispute resolution procedure of this award.	
5.1.8	(a) Any wood chopping duties carried out by the employee shall be by agreement between the employer and the employee.	
	(b) Any employee performing wood chopping duties shall be paid an allowance of \$19.65 per tonne to a maximum of:	
	(i)	100% of the weight of bushwood supplied or 50% of the weight of mill-ends supplied for enclosed fireplaces such as Wonderheats.
	(ii)	50% of the weight of bushwood supplied or 20% of the weight of mill-ends supplied for open fireplaces.
5.1.9	(a) An estate attendant (Homeswest) who, in their privately owned vehicle, commutes from estate to estate and is required to carry sundry cleaning and/or gardening implements and/or supplies shall be paid \$9.90 per week for all purposes of this award.	
	(b) The amount and type of equipment to be carried as prescribed in 5.1.9(a) will be agreed between the union and employer.	
5.1.10	The rates expressed in 5.1 shall be adjusted by a percentage derived from the ASNA amount divided by the key minimum classification rate of a cleaner – level 1, year 1.	

#### 5.2. - UNIFORMS AND PROTECTIVE CLOTHING

- 5.2.1 Uniforms or special staff dress required by the employer to be worn by employees shall be provided without charge by the employer.
- 5.2.2 Any employee who is required to work in the rain shall be provided with suitable protective clothing without charge by the employer.



- 5.2.3 Any employee who, during the course of their duty, may become unreasonably wet shall be provided with protective footwear without charge by the employer.
- 5.2.4 Subject to the provisions of 5.1 – Special Rates and Provisions, employees who perform work of an exceptionally dirty nature shall be supplied with suitable protective clothing.
- 5.2.5 Rubber gloves shall be made available by employers on request from employees who are required to clean lavatories or use injurious acids and/or injurious substances.
- 5.2.6 The protective clothing supplied pursuant to 5.2 shall remain the property of the employer. The loss of such protective clothing due to any cause arising out of the neglect or misuse by an employee shall be a charge against the wages of the employee provided that no charge shall be made in respect of reasonable wear and tear.
- 5.2.7 In the event of a dispute concerning the issue of protective clothing as provided for in 5.2, the matter shall be resolved in accordance with the dispute resolution procedure of this award.
- 5.2.8 Nothing contained in this clause shall affect the obligations of the employer under the *Occupational Safety and Health Act 1984*, as amended or superseded from time to time.

#### 5.3. - HIGHER DUTIES

- 5.3.1 Any employee performing work carrying a higher minimum rate than their regular rate of wage and who is engaged in the higher grade of work for more than two hours on any day or shift shall be paid the higher rate for the whole day or shift.
- 5.3.2 Any employee required to perform work in a lower grade for any shift or portion thereof shall not have their wages reduced whilst employed in such lower capacity.

#### 5.4. - FIRST AID

- 5.4.1 The employer shall provide at each worksite, an adequate first aid kit for the use of the employees in case of accident, and this first aid kit shall be kept renewed and in proper condition.
- 5.4.2 (a) The employer shall, wherever practicable, appoint an employee holding current first aid qualifications from St John Ambulance or similar body to carry out first aid duty at all sites or depots where employees are employed. Such employees shall, in addition to first aid duties, be responsible, under the general supervision of the foreperson, for maintaining the contents of the first aid kit, conveying it to the place of work and keeping it in a readily accessible place for immediate use.
- (b) Employees so appointed shall be paid the following rates in addition to their prescribed wage:
 

10 employees or less	In excess of 10 employees
\$1.85 per day	\$3.00 per day
- (c) The rates expressed in 5.4.2(b) shall be adjusted by a percentage derived from the ASNA amount divided by the key minimum classification rate of a cleaner – level 1, year 1.

### 6. - LEAVE

#### 6.1. - ANNUAL LEAVE

- 6.1.1 (a) Each employee is entitled to four weeks leave for each year of continuous service with the employer.
- (b) The entitlement shall accrue pro rata on a weekly basis and is cumulative.

- (c) Annual leave may be taken in more than one period of leave, by mutual agreement between the employer and employee.
- 6.1.2
- (a) The employee shall be paid for any period of annual leave prescribed by 6.1 at the wage rate applicable for the employee's class of work.
  - (b) In addition, shift employees shall receive the shift and weekend penalties the employee would have received had the employee not proceeded on annual leave.
  - (c) Where it is not possible to calculate the shift and weekend penalties the employee would have received, the employee shall be paid at the rate of such payments made each week over the four weeks prior to taking the leave.
  - (d) Where an employee's hours of work have varied during the qualifying period, the employee shall be paid the average of such hours worked during the qualifying period.
- 6.1.3
- (a) An employee may, with the approval of the employer, be allowed to take the annual leave prescribed by 6.1 before the employee has accrued the entitlement.
  - (b) Where an employer and an employee have not agreed when the employee is to take their annual leave, subject to 6.1.3(c), the employer is not to refuse the employee taking, at any time suitable to the employee, any period of annual leave, the entitlement to which accrued more than 12 months before that time.
  - (c) The employee is to give the employer at least two weeks' notice of the period during which the employee intends to take their leave in accordance with 6.1.3(b).
- 6.1.4
- (a) If, after one weeks continuous service, an employee lawfully leaves their employment or their employment is terminated by the employer through no fault of the employee before the employee has taken annual leave to which they are entitled, the employee shall be paid 2.92 hours' pay at the wage rate prescribed in 6.1.2 in respect of each completed week of continuous service, in lieu of that leave.
  - (b) The provisions of 6.1.4(a) do not apply to an employee referred to in 6.1.6. If, after one weeks continuous service, an employee referred to in 6.1.6 lawfully leaves their employment or their employment is terminated by the employer through no fault of the employee before the employee has taken annual leave to which they are entitled, they shall be paid 3.65 hours pay at the wage rate prescribed in 6.1.2 in respect of each completed week of continuous service, in lieu of that leave.
  - (c) If the services of an employee terminate and the employee has taken a period of leave in accordance with 6.1.3(a), and if the period of leave taken exceeds that which would become due pursuant to 6.1.4(a) or 6.1.4(b), the employee shall be liable to pay the amount representing the difference between the amount received by them for the period of leave taken in accordance with 6.1.3(a) and the amount which would have accrued in accordance with 6.1.4(a) or 6.1.4(b). The employer may deduct this amount from monies due to the employee at the time of termination under the provisions of this award.
  - (d) In addition to any payment which an employee may be entitled to under 6.1.4, an employee whose employment terminates on or after 12 months and who has not been allowed the annual leave prescribed under 6.1 – Annual Leave shall be paid annual leave loading as prescribed in 6.1.8 in relation to the leave they have not been allowed.
  - (e) If an employee is justifiably dismissed for misconduct, the employee is not entitled to be paid for any untaken annual leave or annual leave loading that relates to a year of service that was completed after the misconduct occurred.
- 6.1.5
- (a) When work is closed down for the purpose of allowing annual leave to be taken, employees with less than a full year's service shall only be entitled to payment during such period for the number of days' leave due to them.

- (b) Nothing contained in 6.1.5(a) shall deprive the employer of their right to retain such employees during the close down period as may be required.
- 6.1.6 Security officers and other shift employees who are regularly rostered to work on Sundays and/or public holidays shall be allowed one week's leave in addition to that prescribed in 6.1.1 with respect to each period of 12 months' continuous service. "Regularly rostered" means the employee is rostered to work on at least eleven Sundays and/or public holidays in a period of 12 months continuous service.
- 6.1.7 (a) Employees continue to accrue annual leave while on paid leave for the following purposes:
- (i) annual leave;
  - (ii) long service leave;
  - (iii) observing a public holiday prescribed by this award;
  - (iv) sick leave;
  - (v) carer's leave;
  - (vi) bereavement leave;
  - (vii) parental leave; and
  - (viii) workers' compensation, except for that portion of an absence that exceeds six months in any year.
- (b) Employees continue to accrue annual leave while on unpaid sick leave except for that portion of an absence that exceeds three months.
- (c) Employees do not accrue annual leave when absent on approved periods of leave without pay that exceed 14 consecutive calendar days.
- 6.1.8 Annual leave loadings
- (a) Day employees
- (i) In addition to their ordinary payment for annual leave, an employee proceeding on annual leave shall be paid a loading of 17.5%, calculated on the award rate of pay provided for in 4.2 – Rates of Pay, with respect to a maximum of four weeks' leave.
  - (ii) The maximum loading payable shall not exceed the Average Weekly Total Earnings of All Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter immediately preceding the date the leave became due.
- (b) Shift employees
- (i) A shift employee who receives an additional week's leave in accordance with 6.1.6 shall be paid, in addition to the award rate of pay provided for in 4.2 – Rates of Pay for five weeks leave:
    - (aa) the shift and weekend penalties the employee would have received had the employee not proceeded on annual leave; or
    - (bb) a loading equivalent to 20% of the employee's wages, as provided for in 4.2 – Rates of Pay, for a maximum of five week's leave;whichever is the greater.

- (ii) The maximum loading payable under the provisions of 6.1.8(b) to shift employees who receive an additional week's leave shall not exceed five fourths (5/4ths) of the Average Weekly Total Earnings of All Males in Western Australia, as published by the Australian Bureau of Statistics, for the September quarter immediately preceding the date the leave became due. This limitation will not, however, affect an employee's entitlement to any additional payment by way of shift or weekend penalties under 6.1.2, should those penalties exceed 20%.

6.1.9 The loadings prescribed in 6.1.8 shall not apply to proportionate leave on termination.

6.1.10 The provisions of 6.1 – Annual Leave shall not apply to casual employees.

## 6.2. - SICK LEAVE

6.2.1 For the purposes of 6.2 – Sick Leave, "continuous service" shall not include any period:

- (a) exceeding 14 calendar days in one continuous period during which an employee is absent on leave without pay. In the case of leave without pay that exceeds 14 calendar days, the entire period of such leave without pay is excised in full;
- (b) which exceeds six months in one continuous period during which an employee is absent on workers' compensation. Only that portion of such continuous absence that exceeds six months shall not count as "continuous service"; or
- (c) which exceeds three months in one continuous period during which an employee is absent on sick leave without pay. Only the portion of such continuous absence that exceeds three months shall not count as "continuous service".

6.2.2 Entitlement

- (a) The employer shall credit full time employees with 76 hours of sick leave credits for each 12 month period of continuous service.
- (b) This sick leave entitlement accrues pro rata on a weekly basis.
- (c) On the completion of each year, unused sick leave credits will accumulate.
- (d) An employee employed on a fixed term contract shall receive the same entitlement as a permanent employee.
- (e) A part time employee shall be entitled to the same sick leave credits as a full time employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for sick leave shall only be made for those hours that would normally have been worked had the employee not been on sick leave.
- (f) Sick leave may be taken on an hourly basis or part thereof.
- (g) Payment 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.

6.2.3 Evidence

- (a) An application for sick leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- (b) The number of sick days which may be granted without production of evidence that would satisfy a reasonable person required by 6.2.3(a) shall not exceed, in aggregate, five working days in any one accruing year.

- (c) An employee shall, as soon as reasonably practicable, notify the employer of their inability to attend for work due to illness or injury, and the estimated duration of the absence.
- (d) Other than in extraordinary circumstances, the notification required by 6.2.3(c) shall be given to the employer within 24 hours of the commencement of the absence.

#### 6.2.4 Accessing sick leave whilst on leave

- (a) Other than as provided for in 6.2.4, an employee is unable to access sick leave while on any period of annual or long service leave.
- (b) Where an employee is ill during a period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that, as a result of the illness, the employee was confined to their place of residence or a hospital for a period of at least seven consecutive calendar days, the employer shall grant sick leave for the period during which the employee was so confined and reinstate annual leave equivalent to the period of confinement.
- (c) Payment for replaced annual leave shall be at the wage rate applicable at the time the leave is subsequently taken provided that, where the annual leave loading prescribed in 6.1 – Annual Leave has been paid to the employee with respect to the replaced annual leave, it shall be deemed to have been paid.
- (d) Where an employee is ill during a period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that, as a result of the illness, the employee was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, the employer may grant sick leave for the period during which the employee was so confined and reinstate long service leave equivalent to the period of confinement.

6.2.5 In exceptional circumstances, the employer may approve the conversion of an employee's sick leave credits to half pay to cover an absence on sick leave due to illness.

6.2.6 An employee is unable to access sick leave while on any period of leave without pay.

6.2.7 If an employee's injury or illness is attributable to:

- (a) the employee's serious and wilful misconduct; or
- (b) the employee's gross and wilful neglect,

in the course of their employment, the employee is not entitled to be paid for their absence from work resulting from the illness or injury.

#### 6.2.8 Workers' compensation

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

#### 6.2.9 Portability

Where:

- (a) an employee was, immediately prior to being employed by the employer, employed in the service of the public service of Western Australia or any other state body of Western Australia; and
- (b) the period of employment between the date when the employee ceased previous employment and the date of commencing employment with the employer does not exceed one week or any other period approved by the employer;

the employer will credit the employee additional sick leave credits equivalent to those held at the date the employee ceased previous employment.

6.2.10 Unused sick leave will not be cashed out or paid out when an employee ceases their employment.

6.2.11 The provisions of 6.2 – Sick Leave do not apply to casual employees.

### 6.3. - CARER'S LEAVE

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

- (a) an illness or injury of the member; or
- (b) an unexpected emergency affecting the member .

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

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

6.3.4 The definition of "family" shall be the definition of "relative" contained in the *Equal Opportunity Act 1984*. That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee. "Member of the employee's household" means a person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with the employee.

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

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

- (a) an illness or injury of the member;
- (b) an unexpected emergency affecting the member; or
- (c) the birth of a child by the member.

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

- (a) an illness or injury of the member;
- (b) an unexpected emergency affecting the member; or
- (c) the birth of a child by the member.

- 6.3.8 The employer and the casual employee shall agree on the period for which the casual employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 6.3.9 An employer must not fail to re-engage a casual employee because the casual employee accessed the entitlements provided for in 6.3 – Carer's Leave. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

#### 6.4. - PUBLIC HOLIDAYS

- 6.4.1 (a) The following days or the days observed in lieu shall, subject to the provisions of 6.4 – Public Holidays, be allowed as holidays without deduction of pay:
- New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.
- Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in 6.4.1(a).
- (b) When any of the days mentioned in 6.4.1(a) fall on a Saturday or a Sunday, the holiday shall be observed on the next succeeding Monday and, when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday. In each case, the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- 6.4.2 (a) Whenever any of the days referred to in 6.4.1(a) falls on an employee's ordinary working day and the employee is not required to work on such day, they shall be paid for the ordinary hours they would have worked on such day had it not been a holiday.
- (b) A shift employee who is regularly rostered to work Sundays and/or public holidays, or a security officer who is not required to work on a holiday which falls on their rostered day off, shall be allowed a day's leave with pay to be added to their annual leave or taken at some other time if the employee so agrees. "Regularly rostered" means the employee is rostered to work on at least eleven Sundays and/or public holidays in a period of 12 months continuous service.
- 6.4.3 Any employee required to work on a holiday shall be paid for the time worked at the rate of double time and one half. Provided that in lieu of this entitlement, and subject to agreement between the employer and the employee, work performed on a public holiday may be paid for at the rate of time and one half and, in addition, the employee shall be allowed a day's leave with pay to be added to their annual leave or taken at some other time if the employee so agrees.
- 6.4.4 When an employee is off duty owing to leave without pay, any holiday falling during such absence shall not be treated as a paid holiday. Where the employee is on duty or available on the whole of the working day immediately preceding a holiday, or resumes duty or is available on the whole of the working day immediately following a holiday, as prescribed in 6.4, the employee shall be entitled to a paid holiday on all such holidays.
- 6.4.5 The provisions of 6.4 – Public Holidays shall not apply to:
- (a) casual employees; or
- (b) employees who do not ordinarily work on the day on which a public holiday falls.
- 6.4.6 Where:
- (a) a day is proclaimed as a public holiday or as a public half-holiday under section 7 of the *Public and Bank Holidays Act 1972*; and

(b) that proclamation does not apply throughout the State or to the metropolitan area of the State;

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

#### 6.5. - LONG SERVICE LEAVE

The conditions governing the granting of long service leave to government wages employees generally shall apply to employees covered by this award.

#### 7. - CALCULATION OF AREA

7.1 The calculation of areas to be cleaned shall include the following:

- (a) Classrooms, corridors, passages, cloakrooms, verandas and lavatories in total area.
- (b) Shelter sheds: area to be assessed at 50% provided that, if desks are used in such shelter sheds, the assessment shall be 100%.
- (c) Six closets shall be assessed as 50 square metres in area, with a lesser or greater number assessed proportionately.

7.2 No teacher or pupil shall do cleaning work in schools unless the services of a suitable person other than a teacher or a pupil are not available.

7.3 Where a school is held in a public hall or other hired building, special rates for school cleaning not less than those prescribed by this award may be fixed.

#### 8. - ANTI-DISCRIMINATION

8.1 It is the intention of the parties to this award to respect and value the diversity of the work force by helping to prevent and eliminate discrimination such as discrimination on the basis of race, colour, sex, sexual orientation, age, physical or mental impairment, marital status, family responsibility or family status, pregnancy, religious or political conviction, natural extraction or social origin.

8.2 Accordingly, in fulfilling their obligations under 8.1, the parties must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

8.3 Nothing in this clause is taken to affect:

- (a) any different treatment (or treatment having different effects) which is specifically exempted under State or Commonwealth anti-discrimination legislation; or
- (b) an employee, employer or registered organisation pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

#### 9. - DISPUTE RESOLUTION PROCEDURE

9.1 Any questions, disputes or difficulties arising under the award or in the course of the employment of employees covered by the award shall be dealt with in accordance with the following dispute resolution procedure.

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

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



- 9.4 If the dispute is still not resolved, it may be referred by the employee/s or union representative to the employer or their nominee.
- 9.5 Where the dispute cannot be resolved within five working days of the union representative's referral of the dispute to the employer or their nominee, either party may refer the matter to the Commission.
- 9.6 The period for resolving a dispute may be extended by agreement between the parties.
- 9.7 At all stages of the procedure, the employee may be accompanied by a union representative.
- 9.8 Notwithstanding the above, the union may raise matters directly with representatives of the employer. In each case, the union and the employer shall endeavour to reach agreement. If no agreement is reached, either party may refer the dispute to the Commission for conciliation and/or arbitration.

#### 10. - NAMED PARTIES

##### 10.1. - UNION PARTIES

United Voice WA

##### 10.2. - NAMED EMPLOYERS

Commissioner  
Main Roads Western Australia

Director General  
Department of Housing and Works

Executive Director  
Department of Conservation and Land Management

The Board  
Insurance Commission of WA

The Hon Premier

The Hon Attorney General

The Hon Minister for Agriculture and Food

The Hon Minister for Employment Protection

The Hon Minister for Education and Training

The Hon Minister for Housing and Works

The Hon Minister for Land Information

The Hon Minister for Planning and Infrastructure

The Hon Minister for Police and Emergency Services

The Hon Minister for State Development

#### 11. - OTHER LAWS AFFECTING EMPLOYMENT

- 11.1 *Industrial Relations Act 1979* (WA)

[www.wairc.wa.gov.au](http://www.wairc.wa.gov.au)

- 11.2 *Minimum Conditions of Employment Act 1993* (WA)  
[www.slp.wa.gov.au](http://www.slp.wa.gov.au)
- 11.3 *Workplace Relations Act 1996* (Cth)  
[www.airc.gov.au](http://www.airc.gov.au) or <http://www.airc.gov.au/procedures/wra/wra.html>
- 11.4 *Superannuation Guarantee (Administration) Act 1992* (Cth)  
[http://www.austlii.edu.au/au/legis/cth/consol\\_act/sga1992430/](http://www.austlii.edu.au/au/legis/cth/consol_act/sga1992430/)
- 11.5 *Occupational Safety and Health Act 1984* (WA)  
[www.safetyline.wa.gov.au](http://www.safetyline.wa.gov.au)
- 11.6 *Workers' Compensation and Injury Management Act 1981* (WA)  
[www.slp.wa.gov.au](http://www.slp.wa.gov.au)
- 11.7 *Equal Opportunity Act 1984* (WA)  
[www.eeo.wa.gov.au](http://www.eeo.wa.gov.au)
- 11.8 *Public Sector Management Act 1994* (WA)  
[www.slp.wa.gov.au](http://www.slp.wa.gov.au)

## 12. - WHERE TO GO FOR FURTHER INFORMATION

- 12.1 United Voice WA  
Telephone : 08 9388 5400  
Toll Free (WA) : 1800 199 890  
Facsimile : 9382 3986  
Email : [wa@unitedvoice.org.au](mailto:wa@unitedvoice.org.au)  
Web : [www.unitedvoice.org.au](http://www.unitedvoice.org.au)
- 12.2 Western Australian Industrial Relations Commission  
Telephone : 08 9420 4444  
Toll Free: : 1800 624 263  
Facsimile : 9420 4500  
Email : [webmaster@wairc.wa.gov.au](mailto:webmaster@wairc.wa.gov.au)  
Internet : [www.wairc.wa.gov.au](http://www.wairc.wa.gov.au)

SCHEDULE A. - PROVISIONS OF MISCELLANEOUS GOVERNMENT CONDITIONS AND  
ALLOWANCES AWARD NO A 4 OF 1992

Parental Leave  
Leave Without Pay  
Bereavement Leave  
Study Leave  
Cultural/Ceremonial Leave  
Purchased Leave – 48/52 Wages Arrangement  
Deferred Wages Arrangement  
Blood/Plasma Donors Leave  
Emergency Services Leave  
Defence Force Reserves Leave  
Payment of Wages  
Salary Packaging  
Employment Records  
Right of Entry  
Trade Union Training Leave  
District Allowance  
Fares and Travelling Allowances  
Paid Leave for English Language Training  
Employees Living North of the 26 Degrees South Latitude  
Introduction of Change  
Consultation  
Collection of Banking Details  
Training and Skills Acquisition  
Union Facilities for Union Representatives  
Witness and Jury Service  
Liberty to Apply  
Traineeships  
Commitment to Bargaining  
Access to Award

VARIATION RECORD

CLEANERS AND CARETAKERS (GOVERNMENT) AWARD 1975 AWARD

NO. 32 OF 1975

Delivered 05/08/77 at 57 WAIG 1184

Consolidated 02/06/83 63 WAIG 1175

Consolidated 25/11/92 at 72 WAIG 2890

<b>CLAUSE NO.</b>	<b>EXTENT OF VARIATION</b>	<b>ORDER NO.</b>	<b>OPERATIVE DATE</b>	<b>GAZETTE REFERENCE</b>
<b>1. AWARD STRUCTURE</b>				
	Cl Ins	408/04	19/3/07	87 WAIG 620
<b>1.1 Title</b>				
	Cl Ins	408/04	19/3/07	87 WAIG 620
<b>1.2 Arrangement</b>				
	Cl Ins	408/04	19/3/07	87 WAIG 620
<b>1.3 Area and Scope</b>				
	Cl Ins	408/04	19/3/07	87 WAIG 620
<b>1.4 Term</b>				
	Cl Ins	408/04	19/3/07	87 WAIG 620
<b>1.5 Definitions</b>				
	Cl Ins	408/04	19/3/07	87 WAIG 620
	1.5.18	70/12	20/12/12	93 WAIG 22
<b>1.6 Relationship with the Miscellaneous Government Conditions and Allowances Award No 4 of 1992</b>				
	Cl Ins	408/04	19/3/07	87 WAIG 620
<b>1.7 Relationship with the Western Australian Government/Liquor, Hospitality and Miscellaneous Union Redeployment, Retraining and Redundancy Certified Agreement 2004</b>				
	Cl Ins	408/04	19/3/07	87 WAIG 620

## **2. CONTRACT OF EMPLOYMENT**

Cl Ins	408/04	19/3/07	87 WAIG 620
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### **2.1 Contract of Service**

Cl Ins	408/04	19/3/07	87 WAIG 620
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### **2.2 Types of Employment**

Cl Ins	408/04	19/3/07	87 WAIG 620
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## **3. HOURS OF WORK**

Cl Ins	408/04	19/3/07	87 WAIG 620
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### **3.1 Hours**

Cl Ins	408/04	19/3/07	87 WAIG 620
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### **3.2 Overtime**

Cl Ins	408/04	19/3/07	87 WAIG 620
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3.2.3 (a)	51/08	13/11/08	88 WAIG 2280
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3.2.3(a)	70/12	20/12/12	93 WAIG 22
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3.2.3(a)	50/13	18/12/13	94 WAIG 15
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3.2.3(a)	34/14	28/11/14	94 WAIG 1866
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3.2.3(a)	161/15	17/02/16	96 WAIG 264
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3.2.3(a)	36/16	11/08/16	96 WAIG 1218
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3.2.3(a)	8/18	06/03/18	98 WAIG 103
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### **3.3 Shift Work**

Cl Ins	408/04	19/3/07	87 WAIG 620
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### **3.4 Rostered Day Off (38 Hour Week)**

Cl Ins	408/04	19/3/07	87 WAIG 620
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3.4.14	19/13	27/5/13	93 WAIG 508
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#### 4. WAGES

Cl Ins	408/04	19/3/07	87 WAIG 620
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##### 4.1 Minimum Adult Award Wage

Cl Ins	408/04	19/3/07	87 WAIG 620
Cl.	1/07	01/07/07	87 WAIG 1487 & 1663
Cl	115/07	01/07/08	88 WAIG 773 & 934
Cl	1/09	01/10/09	89 WAIG 735 & 1350
Cl	2/10	01/07/10	90 WAIG 568 & 849
Cl	2/11	01/07/11	91 WAIG 1008 & 1246
Cl	2/12	01/07/12	92 WAIG 1072
Cl.	1/13	01/07/13	93 WAIG 743
Cl.	1/14	01/07/14	94 WAIG 966
Cl.	1/15	01/07/15	95 WAIG 944
Cl.	1/16	01/07/16	96 WAIG 801
Cl.	1/17	01/07/17	97 WAIG 865
Cl.	1/18	01/07/18	98 WAIG 263 & 574
Cl.	1/19	01/07/19	99 WAIG 509 & 895
Cl.	1/20	01/01/21	100 WAIG 679
Cl.	1/21	01/07/21	101 WAIG 686
Cl	1/22	01/07/22	102 WAIG 597
Cl	1/23	01/07/23	103 WAIG 923

##### 4.2 Rates of Pay

Cl Ins	408/04	19/3/07	87 WAIG 620
Cl.	1/07	01/07/07	87 WAIG 1487 & 1663
Cl	115/07	01/07/08	88 WAIG 773 & 934
Cl	1/09	01/10/09	89 WAIG 735 & 1350
Cl	2/10	01/07/10	90 WAIG 568 & 849
Cl	2/11	01/07/11	91 WAIG 1008 & 1246
Cl	2/12	01/07/12	92 WAIG 1072

Cl.	1/13	01/07/13	93 WAIG 743
Cl.	1/13	01/07/14	94 WAIG 966
Cl.	1/14	01/07/14	94 WAIG 966
Cl.	1/15	01/07/15	95 WAIG 944
Cl.	1/16	01/07/16	96 WAIG 801
Cl.	1/17	01/07/17	97 WAIG 865
Cl.	1/18	01/07/18	98 WAIG 263 & 574
Cl.	1/19	01/07/19	99 WAIG 509 & 895
Cl.	1/20	01/01/21	100 WAIG 679
Cl.	1/21	01/07/21	101 WAIG 686
Cl.	1/22	01/07/22	102 WAIG 597
Cl.	1/23	01/07/23	103 WAIG 923

#### **4.3 Supported Wage System**

Cl Ins	408/04	19/3/07	87 WAIG 620
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#### **4.4 No Reduction**

Cl Ins	408/04	19/3/07	87 WAIG 620
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### **5. ALLOWANCES AND FACILITIES**

Cl Ins	408/04	19/3/07	87 WAIG 620
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#### **5.1 Special Rates and Provisions**

Cl Ins	408/04	19/3/07	87 WAIG 620
5.1.1(a), 5.1.2, 5.1.4 (b)(i), 5.1.5, 5.1.6, 5.1.8(b), 5.1.9(a)	51/08	13/11/08	88 WAIG 2280
5.1	70/12	20/12/12	93 WAIG 22
Cl	50/13	18/12/13	94 WAIG 15
Cl	34/14	28/11/14	94 WAIG 1866
Cl	161/15	17/02/16	96 WAIG 264
Cl	36/16	11/08/16	96 WAIG 1218
Cl	8/18	06/03/18	98 WAIG 103

## **5.2 Uniforms and Protective Clothing**

Cl Ins	408/04	19/3/07	87 WAIG 620
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## **5.3 Higher Duties**

Cl Ins	408/04	19/3/07	87 WAIG 620
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## **5.4 First Aid**

Cl Ins	408/04	19/3/07	87 WAIG 620
54.2(b)	51/08	13/11/08	88 WAIG 2280
Cl	70/12	20/12/12	93 WAIG 22
5.4.2(b)	50/13	18/12/13	94 WAIG 15
Cl	34/14	28/11/14	94 WAIG 1866
Cl	161/15	17/02/16	96 WAIG 264
Cl	36/16	11/08/16	96 WAIG 1218
Cl	8/18	06/03/18	98 WAIG 103

## **6. LEAVE**

Cl Ins	408/04	19/3/07	87 WAIG 620
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### **6.1 Annual Leave**

Cl Ins	408/04	19/3/07	87 WAIG 620
6.1.1(c)	19/13	27/5/13	93 WAIG 508

### **6.2 Sick Leave**

Cl Ins	408/04	19/3/07	87 WAIG 620
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### **6.3 Carer's Leave**

Cl Ins	408/04	19/3/07	87 WAIG 620
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### **6.4 Public Holidays**

Cl Ins	408/04	19/3/07	87 WAIG 620
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**6.5 Long Service Leave**

Cl Ins 408/04 19/3/07 87 WAIG 620

**7. CALCULATION OF AREA**

Cl Ins 408/04 19/3/07 87 WAIG 620

**8. ANTI-DISCRIMINATION**

Cl Ins 408/04 19/3/07 87 WAIG 620

**9. DISPUTE RESOLUTION PROCEDURE**

Cl Ins 408/04 19/3/07 87 WAIG 620

**10. NAMED PARTIES**

Cl Ins 408/04 19/3/07 87 WAIG 620

**10.1 Union Parties**

Cl Ins 408/04 19/3/07 87 WAIG 620

Cl 70/12 20/12/12 93 WAIG 22

**10.2 Named Employers**

Cl Ins 408/04 19/3/07 87 WAIG 620

**11. OTHER LAWS AFFECTING EMPLOYMENT**

Cl Ins 408/04 19/3/07 87 WAIG 620

**12. WHERE TO GO FOR FURTHER INFORMATION**

Cl Ins 408/04 19/3/07 87 WAIG 620

12.1 70/12 2012/12 93 WAIG 22

**Schedule A - PROVISIONS OF MISCELLANEOUS GOVERNMENT CONDITIONS AND ALLOWANCES AWARD NO A 4 OF 1992**

Cl Ins 408/04 19/3/07 87 WAIG 620



VARIATION RECORD

CLEANERS AND CARETAKERS (GOVERNMENT) AWARD, 1975 AWARD  
NO. 32 OF 1975

**AWARD MODERNISED BY APPL 408 OF 2004 REFER TO ABOVE VARIATION RECORD ABOVE**

Delivered 05/08/77 at 57 WAIG 1184  
Consolidated 02/06/83 63 WAIG 1175  
Consolidated 25/11/92 at 72 WAIG 2890

<b>CLAUSE NO.</b>	<b>EXTENT OF VARIATION</b>	<b>ORDER NO.</b>	<b>OPERATIVE DATE</b>	<b>GAZETTE REFERENCE</b>
<b>1. Title</b>				
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl. & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles - June, 1998)				
	Del. Cl.	609/99	06/07/99	79 WAIG 1847
<b>1B. Minimum Adult Award Wage</b>				
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	Cl.	1081/98	20/07/98	78 WAIG 3494
	Min. Wage & text.	609/99	01/08/99	79 WAIG 1847
	Cl	654/00	01/08/00	80 WAIG 3379

Cl	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2074
(9)	1197/03	1/11/03	83 WAIG 3537
Cl	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083 & 2258
Cl.	957/05	07/07/06	86 WAIG 1631 & 1791

## 2. Arrangement

Ins 26 27 28	856/85	18/12/85	66 WAIG 1602
Cl. (ins 29)	673/85	14/02/86	66 WAIG 520
Ins 30	674/85	01/01/88	69 WAIG 1096
Ins 30	169/89	04/04/89	70 WAIG 1791
Ins. 32 & 33	142/90(R2)	10/05/89	70 WAIG 1762
30 changed to 31	1174/90	10/05/90	70 WAIG 3164
Corr. Order	1174/90	10/05/90	71 WAIG 280
Ins. 1A	1752/91	31/01/92	72 WAIG 191
17.	1045/92	18/02/93	73 WAIG 570
Cl.	1443/92	27/05/93	73 WAIG 1542
Del. Sch. of Resp.	532/93	30/04/93	73 WAIG 1932
Ins. Sch. A & B	532/93	30/04/93	73 WAIG 1932
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/93	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG 2768
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A.	609/99	06/07/99	79 WAIG 1847

## 3. Scope

#### 4. Term

#### 5. Definitions

(5)(6)(7)(8)	674/85	01/01/88	69 WAIG 1096
(3)	1396/89R	10/10/89	69 WAIG 3536
(8)	142/90(R2)	10/05/89	70 WAIG 1762

#### 6. Contract of Service

(3)	1396/89R	10/10/89	69 WAIG 3536
Ins. (7)	1443/92	27/05/93	73 WAIG 1542

#### 7. Hours

Cl.	674/85	01/01/88	69 WAIG 1096
Cl.	1396/89R	10/10/89	69 WAIG 3536
Placitum (2)(d)(i)	1443/92	27/05/93	73 WAIG 1542
Ins. (1)(d)	1897/98	12/01/00	80 WAIG 367

#### 8. Overtime

Ins (7)	1396/89R	10/10/89	69 WAIG 3536
(4) (amount only)	142/90(R2)	10/05/89	70 WAIG 1762
Rate - (4)	1322/96	12/11/96	76 WAIG 4954
(4)	678/00	14/11/00	80 WAIG 5543
(4)	1050/01	07/01/02	82 WAIG 258
(4)	1015/02	28/01/03	83 WAIG 660
(4)	681/03	11/3/05	85 WAIG 1134
(4)	109/06	14/02/07	87 WAIG 364

#### 9. Shift and Weekend Work

Consolidation		02/06/83	63 WAIG 1164
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#### 10. Fares and Travelling Time

Cl. (includes (3) ).	399/83	05/08/83	63 WAIG 1579
Cl.	673/85	14/02/86	66 WAIG 520

There has been no alteration to the rates since O.N. 673/85 altered the rates.

Cl.	1443/92	27/05/93	73 WAIG 1542
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### 11. Special Rates and Provisions

Cl.	673/85	14/02/86	66 WAIG 520
delete (7), renumber existing s/cls	557/86	03/04/87	67 WAIG 486
(1)(2)5(6)(9)(b)	517/87	28/07/87	67 WAIG 1351

\*\*\*\*\* NOTE: O.N. 517/87 deleted (9)(b) and inserted (10)(b), should have inserted (9)(b).

(10) was inserted by O.N. 1974/89 operative 16/01/89 \*\*\*\*\*

Ins (10)	1974/89	16/01/89	70 WAIG 778
(6)(b)(amount only)	1174/90	10/05/90	70 WAIG 3164
(1)(2)(4)(5)(6)(9)(10) (amounts only)	142/90(R2)	10/05/89	70 WAIG 1762
(1)(a), (2), (4)(b)(i), (5) (6), (10)(b), (10(a))	1443/92	27/05/93	73 WAIG 1542
Rates - (1)(a);(2);(5);(6)(a); (6)(c);(9)(b); & (10)	1322/96	12/11/96	76 WAIG 4954
(1)(a),(2),(5),(6),(9)(b)	1081/98	20/07/98	78 WAIG 3494
(10)(a) amounts	904/99	27/08/99	79 WAIG 3030
(1)(a):(2):(5):(6)(a-c):(9)(b) &(10)(a):			
(1)(a), (2), (5), (6), (9) (b) & (10)(a)	678/00	14/11/00	80 WAIG 5543
(1)(a), (2), (5), (6)(a), (b), (c), (9)(b) & (10)(a)	1050/01	07/01/02	82 WAIG 258
(1)(a), (2), (5), (6)(a), (b) & (c), (9)(b) & (10)(a)	1015/02	28/01/03	83 WAIG 660
(1)(a), (2), (5) (6) (9)(b) & (10)(a)	681/03	11/3/05	85 WAIG 1134
(1)(a), (2), (5) (6) (9)(b) & (10)(a)	109/06	14/02/07	87 WAIG 364

### 12. Public Holidays

Insert (6)	548/84	12/03/85	65 WAIG 457
(2)	1396/89R	10/10/89	69 WAIG 3536

### 13. Annual Leave

Cl.	548/84	12/03/85	65 WAIG 457
(6)	673/85	14/02/86	66 WAIG 520

(2)	823/87	01/12/88 or 19/04/88 see Order	68 WAIG 1053
(1)	1396/89R	10/10/89	69 WAIG 3536

#### 14. Sick Leave

#### 15. Long Service Leave

##### (16. Compassionate Leave)

Cl.	927/84	15/30/85	65 WAIG 676
Del. Cl.	1443/92	27/05/93	73 WAIG 1542

##### (17. Maternity Leave)

Del. Cl.	1045/92	18/02/93	73 WAIG 570
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##### (17. Parental Leave)

Ins. Cl.	1045/92	18/02/93	73 WAIG 570
Del. Cl.	1443/92	27/05/93	73 WAIG 1542

##### (18. Time and Wages Record)

Del. Cl.	1443/92	27/05/93	73 WAIG 1542
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##### (19. Part-time Workers)

Title deleted by	278/87	14/07/87	67 WAIG 1350
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##### (19. Part-time Employees)

Cl.	278/87	14/07/87	67 WAIG 1350
Renum. Cl.	1443/92	27/05/93	73 WAIG 1542

#### 16. Part-time Employees

##### (20. Wages)

(1)	1487/87	25/03/88 or 22/09/88 see Order	69 WAIG 805
(1)	487/88 & 704/88	13/12/88	69 WAIG 805

Cl. (includes commitment)	984/88	22/09/88	69 WAIG 1518
Correcting Ord.	984/88	22/09/88	69 WAIG 1755
Delete commitment G.O.	1940/89	08/09/89	69 WAIG 2913
Cl. (includes commitment)	1396/89R	10/10/89	69 WAIG 3536
Cl. (includes commitment)	142/90(R2)	10/05/90	70 WAIG 1762
Del. Cl.	1443/92	27/05/93	73 WAIG 1542

### 17 Wages

Ins. Cl.	1443/92	27/05/93	73 WAIG 1542
Cl. - Part A & Part B	1125/94	16/06/95	75 WAIG 2322
Part A - (1); (3); Part B - (1) & (2)	327/96	16/06/96	76 WAIG 2400
Rates - (2)	1322/96	12/11/96	76 WAIG 4954
Rates & Ins. Text A & B	940/97	14/11/97	77 WAIG 3177
Part A -(1),(2) ins. (4) renum	1081/98	20/07/98	78 WAIG 3494
(4) as (5); Part B -(1) ins. (3) renum (3) as (4) Part A - (1) rates; (11) text, Part B - (1) rates, (3) text.	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
Part A (1), Part B (1)	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2074
Cl	570/04	4/06/04	84 WAIG 1521 & 1647
Cl.	576/05	07/07/05	85 WAIG 2083 & 2258
Cl.	957/05	07/07/06	86 WAIG 1631 & 1791

### (21. District Allowance)

Cl. G.O.	1258/87 & C 176/88	01/01/88	68 WAIG 1681
(6) G.O.	278/89	01/01/89	69 WAIG 2297
(6) G.O.	241/91	01/01/90	71 WAIG 2007
Corrected Order	241/91	01/01/90	71 WAIG 2007
(6) G.O.	280/91	01/01/91	71 WAIG 2007
Corrected Order	280/91	01/01/91	71 WAIG 2007
Del. Cl.	1443/92	27/05/93	73 WAIG 1542



Part B - Title	299/94	28/05/93	74 WAIG 918
Part B (1) text	299/94	28/05/93	74 WAIG 918
Cl.	1562/93	10/10/94	74 WAIG 2730
Cl. Title - Correction Ord	1562/93	10/10/94	74 WAIG 3068

(22. Higher Duties)

Cl.	673/85	14/02/86	66 WAIG 520
Renum. Cl.	1443/92	27/05/93	73 WAIG 1542

**18. Higher Duties**

(23. Calculation of Area)

Renum. Cl.	1443/92	27/05/93	73 WAIG 1542
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**19. Calculation of Area**

(24. Notices)

Del. Cl.	1443/92	27/05/93	73 WAIG 1542
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(25. No Reduction)

Consolidation		02/06/83	63 WAIG 1164
Renum. Cl.	1443/92	27/05/93	73 WAIG 1542

**20. No Reduction**

(26. Deduction of Union Subscriptions)

Ins cl	856/85	18/12/85	66 WAIG 160
Del. Cl.	1443/92	27/05/93	73 WAIG 1542

(27. Trade Union Training Leave)

Ins cl	856/85	18/12/85	66 WAIG 160
Del. Cl.	1443/92	27/05/93	73 WAIG 1542

(28. Leave to Attend Union Business)

Ins cl	856/85	18/12/85	66 WAIG 160
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Del. Cl.	1443/92	27/05/93	73 WAIG 1542
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(29. First Aid)

Ins cl.	673/85	14/02/86	66 WAIG 520
(2) (amounts only)	142/90(R2)	10/05/90	70 WAIG 1762
Renum. Cl.	1443/92	27/05/93	73 WAIG 1542

**21. First Aid**

Rates - (2)	1322/96	12/11/96	76 WAIG 4954
(2) amounts	1081/98	20/07/98	78 WAIG 3494
(2)	904/99	27/08/99	79 WAIG 3030
(2)	1015/02	28/01/03	83 WAIG 660
(2)	681/03	11/3/05	85 WAIG 1134
(2)	109/06	14/02/07	87 WAIG 364

(30. Rostered Day Off (38 Hour Week))

Ins cl.	674/85	01/01/88	69 WAIG 1096
Renum. Cl.	1443/92	27/05/93	73 WAIG 1542
(2)	678/00	14/11/00	80 WAIG 5543
(2)	1050/01	07/01/02	82 WAIG 258

**22. Rostered Day Off (38 Hour Week)**

**Appendix - Resolution of Disputes Requirement**

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079

(30. Paid Leave for English Language Training)

Ins cl.	169/89	04/04/89	70 WAIG 1791
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(this then made two Cl. 30's in the award.)

Alter no. of cl. to 31.	1174/90	10/05/90	70 WAIG 3164
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(31. Paid Leave for English Language Training)

Alter no. of cl. only	1174/90	10/05/90	70 WAIG 3164
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Corr. Order	1174/90	10/05/90	71 WAIG 280
Del. Cl.	1443/92	27/05/93	73 WAIG 1542

(32. Award Modernisation)

Ins cl.	142/90(R2)	10/05/90	70 WAIG 1762
Del. Cl.	1443/92	27/05/93	73 WAIG 1542

(33. Skills Acquisition)

Ins cl.	142/90(R2)	10/05/90	70 WAIG 1762
Del. Cl.	1443/92	27/05/93	73 WAIG 1542

**Schedule A - Parties to the Award**

Ins. Sch.	532/93	30/04/93	73 WAIG 1932
Text	904/99	27/08/99	79 WAIG 3030
Sch.	678/00	14/11/00	80 WAIG 5543

(Schedule of Respondents)

Del. Resps.	1443/92	27/05/93	73 WAIG 1542
Rename	532/93	30/04/93	73 WAIG 1932

**Schedule B - Respondents**

Del. Resps.	915/95	29/11/95	76 WAIG 169
Respondent deleted	No. 76/80 Pts 29, 55, 92, 151, 162, 164, 174, 175, 177, 178, 179 & 181	18/04/97	77 WAIG 1260
Respondent deleted	678/00	14/11/00	80 WAIG 5543