The Health Department of Western Australia and the Australian Nursing federation agreed in 1989 that further restructuring of operational, professional and industrial issues in the nursing industry should have urgent priority in order to increase the efficiency of the Western Australian Health Industry.

To achieve this broad objective the parties recognised and agreed to the necessity to restructure the award in a manner consistent with the structural efficiency principle as stated in August 1989 National Wage Case.

**Dental Nurses (ANF - WA Public Sector) Award 1994**

On 29 June 1994 Commissioner Bryant of the Australian Industrial Relations Commission issued the above award.

The new award originates from the previous Part F Perth Dental Hospital and Part B - Common Clauses of the Nurses' (ANF - WA Public Sector), Consolidated Award 1990.

Clause 14 - Parental Leave, is a new clause which reflects the commission's standards and combines maternity, paternity and adoption leave.

Clause 19 - District Allowance • have been aligned to
Clause 20 - Motor Vehicle Allowance movements in the
Clause 21 - Scale of Allowances Public Service Award (1992).

The operative date for the new award is 29 June 1994.

Peter J Brennan
COMMISSIONER OF HEALTH
AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1988
s.99 notification of industrial dispute

Australian Nursing Federation

and

The Queen in the Right of the State of South Australia and others
(C No. 31999 of 1990)

DENTAL NURSES' (ANF - WA PUBLIC SECTOR) AWARD 1994

Registered nurses
Health and welfare services

PERTH, 21 SEPTEMBER 1994

AWARD

1 - TITLE

This award shall be known as the Dental Nurses' (ANF - WA Public Sector) Award 1994.

2 - ARRANGEMENT

<table>
<thead>
<tr>
<th>Subject matter</th>
<th>Clause number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>1</td>
</tr>
<tr>
<td>Arrangement</td>
<td>2</td>
</tr>
<tr>
<td>Incidence and application</td>
<td>3</td>
</tr>
<tr>
<td>Superession and savings</td>
<td>4</td>
</tr>
<tr>
<td>Date and period of operation</td>
<td>5</td>
</tr>
<tr>
<td>No extra claims</td>
<td>6</td>
</tr>
<tr>
<td>Casuals</td>
<td>7</td>
</tr>
<tr>
<td>Payment of salaries</td>
<td>8</td>
</tr>
<tr>
<td>Time and wages record</td>
<td>9</td>
</tr>
<tr>
<td>Deduction of unions subscriptions</td>
<td>10</td>
</tr>
<tr>
<td>Long service leave</td>
<td>11</td>
</tr>
<tr>
<td>Sick leave</td>
<td>12</td>
</tr>
<tr>
<td>Compassionate leave</td>
<td>13</td>
</tr>
<tr>
<td>Parental leave</td>
<td>14</td>
</tr>
<tr>
<td>Study leave</td>
<td>15</td>
</tr>
<tr>
<td>Trade union training leave</td>
<td>16</td>
</tr>
<tr>
<td>Leave to attend union business</td>
<td>17</td>
</tr>
<tr>
<td>Reserved clause</td>
<td>18</td>
</tr>
<tr>
<td>District allowance</td>
<td>19</td>
</tr>
<tr>
<td>Motor vehicle allowance</td>
<td>20</td>
</tr>
<tr>
<td>Scale of allowances</td>
<td>21</td>
</tr>
<tr>
<td>Weekend absences</td>
<td>22</td>
</tr>
<tr>
<td>Relieving or special duty</td>
<td>23</td>
</tr>
<tr>
<td>Travelling</td>
<td>24</td>
</tr>
<tr>
<td>Transfers and/or removal</td>
<td>25</td>
</tr>
</tbody>
</table>

NO LONGER APPLICABLE
2 - Arrangement - contd

<table>
<thead>
<tr>
<th>Subject matter</th>
<th>Clause number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right of entry, inspection, notices and interviews</td>
<td>26</td>
</tr>
<tr>
<td>Introduction of change</td>
<td>27</td>
</tr>
<tr>
<td>Emergencies</td>
<td>28</td>
</tr>
<tr>
<td>Grievance procedure</td>
<td>29</td>
</tr>
<tr>
<td>Definitions</td>
<td>30</td>
</tr>
<tr>
<td>Part-time employment</td>
<td>31</td>
</tr>
<tr>
<td>Hours</td>
<td>32</td>
</tr>
<tr>
<td>Overtime</td>
<td>33</td>
</tr>
<tr>
<td>Wages</td>
<td>34</td>
</tr>
<tr>
<td>Roster</td>
<td>35</td>
</tr>
<tr>
<td>Termination of employment</td>
<td>36</td>
</tr>
<tr>
<td>Annual leave</td>
<td>37</td>
</tr>
<tr>
<td>Public holidays</td>
<td>38</td>
</tr>
<tr>
<td>Higher duties</td>
<td>39</td>
</tr>
<tr>
<td>Laundry and uniforms</td>
<td>40</td>
</tr>
<tr>
<td>Paid rates award</td>
<td>41</td>
</tr>
</tbody>
</table>

3 - INCIDENCE AND APPLICATION

This award shall be binding upon the Australian Nursing Federation and its members and shall be binding upon the board of management of the Perth Dental Hospital in respect of the classifications contained in this award; provided that this Award shall not apply to the employment and work of persons employed in Western Australia as enrolled nurses or nurse assistants or to persons whose employment is regulated by the Nurses (WA Mental Health Services) Award 1991 in respect of all employees engaged in work to which the classifications provided for in this award apply.

4 - SUPERSSESSION AND SAVINGS

This award supersedes for the employees for which provision is made herein, the undermentioned awards of the Western Australian Industrial Relations Commission provided that no right, obligation or liability accrued under such awards shall be affected by this supersession provided further that except when inconsistent with this award the provisions of:

(a) administrative instructions published pursuant to section 19 of the Western Australian Public Service Act 1978 prescribing terms or conditions of employment with application to any employee covered by this award;

(b) circulars issued by the Western Australian Office of Industrial Relations, the (then) Public Service Board or Health Department of Western Australia prescribing terms or conditions of employment with application to any employee covered by this award; and

(c) general orders or orders issued by the Western Australian Industrial Relations Commission in force at the date of commencement of this award and having applications to any employee covered by this award;

shall have full force and effect and no amendment thereto shall operate to diminish any entitlements or benefits in the terms and conditions of employment of employees embraced by this award as applicable at the date of commencement of this award:
4 - Supersession and savings (c) - contd

(i) Nurses’ (Public Hospitals) Award 1988;

(ii) Nurses’ (Community and Occupational Health) Award No. 26 of 1984;

(iii) Nurses’ (Welfare and Corrections) Award No. 3 of 1973; and

(iv) Nurses’ (Perth Dental Hospital) Award No. 4 of 1965.

(v) Nurses’ (WA Public Sector) Consolidated Award 1990

5 - DATE AND PERIOD OF OPERATION

This award shall come into effect on and from 29 June 1994 and shall remain in force until C No. 31351 of 1994 (s.118A application) is concluded.

6 - NO EXTRA CLAIMS

It is a term of the award (arising from the decision of the Australian Industrial Relations Commission in the National Wage Case of 25 October 1993 the terms of which are set out in Print K9700 that the union undertakes for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward, except when consistent with those principles.

7 - CASUALS

(a) An employee employed for a period of less than four weeks either part-time or full-time shall be deemed to be a casual and be paid 20% in addition to the rates specified in this award.

(b) Notwithstanding any provisions contained herein, a person employed as a casual shall be employed on an hourly contract of employment which may be terminable by the giving of one hour’s notice by either party to the other or by the payment or forfeiture as the case may be of one hour’s wage. The minimum period of employment of a casual employee shall be two hours.

(c) Award provisions relating to accrued days off, annual leave, long service leave, sick leave, maternity leave, adoption leave, study leave and compassionate leave do not apply to casual employees.

8 - PAYMENT OF SALARIES

(a) Payment shall be made fortnightly provided that by agreement between the employer and the union, wages in any particular case may be paid once per calendar month.

(b) An employee who performs shift or weekend work irregularly shall where practicable be paid shift and weekend penalties during the pay period in which the work was performed.

(c) Accompanying each pay shall be an advice slip to be retained by the employee. The employer shall clearly detail on this slip the gross wage, its composition, the net wage payable and show details of each deduction.
8 - Payment of salaries - contd

(d) Wages shall be paid into the employee’s account with a bank or other financial institution, registered in Western Australia and operating through an electronic transfer fund, or by cheque if so agreed between employer and employee.

(e) On lawful termination of employment the employer shall pay to the employee all moneys payable to the employee before the employee leaves the place of employment.

(f) Where an employee terminates her/his employment without notice as required the employer shall forward as soon as reasonably possible all moneys payable to the employee by post.

(g) Where an obligation to pay a final amount contains a decimal figure of 0.5 cents or more, the amount to be paid shall be to the next whole cent. Where the amount to be paid contains a decimal figure of less than 0.5 the decimal figure shall be disregarded.

(h) Subject to the provision of this award an employer shall not deduct moneys from an employee’s wage without having first received the employee’s written authorisation.

9 - TIME AND WAGES RECORD

(a) The employer shall keep or cause to be kept a time and wages book or records in which shall be entered:

(i) the name of each employee to whom this part applies;

(ii) the nature of the work performed and the classification of the employee;

(iii) the hours worked each day;

(iv) the wages, overtime and allowances (if any) paid to each employee.

(b) Should the employer require a time book to be used employees shall record their starting and finishing times daily in the time book provided.

(c) The times record with all entries therein, shall, provided reasonable notice is given, be open for inspection by the secretary or duly accredited official of the union during the normal office hours of the employer.

(d) Computerised records of the information required shall be deemed to satisfy the provisions of this clause and shall be made available on request as soon as practicable.

10 - DEDUCTIONS OF UNION SUBSCRIPTIONS

(a) The employer shall deduct normal union subscriptions as equal amounts each pay period.

(b) Payroll deduction authority forms shall be completed by employees. Where the employer requires a standard procurement form that form shall be used.
10 - Deductions of union subscriptions - contd

(c) Where required by the employer or union, the union secretary or person acting in her/his stead, shall countersign all forms and forward them to the employer's pay clerk.

(d) (i) The employer shall commence deduction of subscriptions from the first full pay period following receipt of a completed payroll deduction authority form and continue deducting throughout the employee's period of employment, except as provided in subclause (d) of this clause or until the authority is cancelled in writing by the employee.

(ii) Where the payroll deduction authority form authorises the employer to deduct union subscriptions in accordance with the rules of the union, the union shall notify the employer in writing of the level of union subscription to be deducted. The employer shall implement any change to union subscriptions no later than one month after being notified by the union except where the union nominates a later date.

(e) (i) The collection of any nomination fee, arrears, levies or fines are not the responsibility of the employer.

(ii) Where a deduction is not made from an employee in any pay period, either inadvertently or as a result of an employee not being entitled to wages sufficient to cover the subscription, it shall be the employee's responsibility to settle the outstanding amount with the union direct.

(f) The employer shall not make any deduction of subscriptions from an employee's termination pay on termination of service, other than normal deductions for the preceding pay period.

(g) The employer shall forward contributions deducted, together with supporting documentation, to the union to this award at such intervals as are agreed between the employer and the union.

11 - LONG SERVICE LEAVE

(a) The conditions contained in the document Long Service Leave Conditions - State Government Wages Employees as published from time to time in the Western Australian Industrial Gazette shall apply to employees covered by this award with the exception that on and from 1 July 1979 long service for the second and subsequent period of service shall accrue at the rate of 13 weeks leave for seven years of continuous service.

(b) Any qualifying service prior to 1 July 1979 for the second period of long service leave shall be calculated on a ten year qualifying period basis but all qualifying service after 1 July 1979 shall be calculated on a seven year qualifying period.

12 - SICK LEAVE

(a) (i) An employee shall be entitled to paid sick leave for non-attendance on the grounds of personal ill health or injury. This entitlement shall accrue at the rate of 6.33 hours for each completed month of service.
12 - Sick leave (a) - contd

(ii) While an employee is on paid sick leave the employee shall be paid the wages which would have been received had the employee not proceeded on sick leave and shall have the accrued entitlement to paid sick leave reduced by the number of ordinary hours the employee is rostered to work on the day the employee is absent on paid sick leave.

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

(b) The unused portion of the entitlement prescribed in paragraph (a)(i) of this clause in any accruing year shall be allowed to accumulate and may be availed of in the next or any succeeding year.

(c) In order to acquire entitlement to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of her/his inability to attend for work, the nature of the illness or injury and the estimated duration of the absence. Provided that such advice other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.

(d) An employee shall not be entitled to the benefit of this clause unless the employee produces proof to the satisfaction of the employer or its representative of such sickness provided that the employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

(e) (i) Subject to the provisions of this subclause the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when the employee is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.

(ii) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his/her place of residence or a hospital as a result of personal ill health or injury for a period of seven consecutive days or more and the employee produces a certificate from a registered medical practitioner that confirms the confinement. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (c) of this clause if she/he is unable to attend for work on the working day next following her/his annual leave.

(iii) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time she/he proceeded on annual leave and shall not be made with respect to fractions of a day.
12 - Sick leave (e) - cont'd

(iv) Where paid sick leave has been granted by the employer in accordance with paragraphs (i), (ii) and (iii) of this subclause, that portion of the annual leave equivalent to the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the annual leave provisions of this award.

(v) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in annual leave provisions of this award shall be deemed to have been paid with respect to the replaced annual leave.

(f) For the purposes of this clause, service shall be deemed to be continuous so that an employee's accrued entitlement to sick leave shall not be diminished due to resigning from any employer party to this award and commencing with another employer party to this award provided that the time between ceasing and resuming employment does not exceed the period of any annual leave owing plus one week.

(g) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers Compensation and Assistance Act, Western Australia nor to employees whose illness or injury is the result of the employees own misconduct.

(h) An employee shall not be entitled to claim payment for non-attendance on the ground of personal ill health or injury nor will the employee's sick leave entitlements be reduced if such personal ill health or injury occurs on a day when an employee is absent on an accrued day off as prescribed by this award.

13 - COMPASSIONATE LEAVE

(a) An employee shall on the death within Australia of a wife, husband, de facto wife or de facto husband, father, father-in-law, mother, mother-in-law, brother, sister, child or stepchild, be entitled on notice of leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of her/his employer.

(b) Provided that payment in respect of compassionate leave is to be made only where the employee otherwise would have been on-duty and shall not be granted in any case where the employee concerned would have been off-duty in accordance with her/his roster, or on long service leave, annual leave, sick leave, workers' compensation, leave without pay or on a public holiday.

(c) An employee shall not be entitled to claim payment for compassionate leave on a day when that employee is absent on an accrued day(s) off.
14 - PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(A) MATERNITY LEAVE

Nature of leave

(1) Maternity leave is unpaid leave.

(2) For the purposes of this subclause:

(a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(b) "Paternity Leave" means leave of the type provided for in subclause (3) whether prescribed in an award or otherwise.

(c) "Child" means a child of the employee under the age of one year.

(d) "Spouse" includes a de facto or a former spouse.

(e) "Continuous service" means service under an unbroken contract of employment and includes:

(i) any period of leave taken in accordance with this clause,

(ii) any period of part-time employment worked in accordance with this clause, or

(iii) any period of leave or absence authorised by the employer or by the award.

Eligibility for maternity leave

(3) An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph (4) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from maternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

Subject to paragraphs (6) and (9) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.
14 - Parental leave (A) - contd

(4) At the time specified in paragraph (5) the employee must produce to her employer:

(a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(b) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

Notice requirements

(5) (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in sub-paragraph 4(a).

(b) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in sub-paragraph 4(b).

(c) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.

(d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with sub-paragraph (b) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

Transfer to a safe job

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

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs (10), (11), (12) and (13) hereof.

Variation of period of maternity leave

(7) (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
14 - Parental leave (A)(7)(a) - contd

(i) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee.

(b) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of maternity leave

(8) (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

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

Special maternity leave

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

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph (3) hereof.

(c) For the purposes of paragraphs (10), (11) and (12) hereof, maternity leave shall include special maternity leave.
14 - Parental leave (A)(9) - contd

(d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position she held immediately before such transfer.

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

Maternity leave and other leave entitlements

(10) (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

Effect of maternity leave on employment

(11) Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

Termination of employment

(12) (a) An employee on maternity leave may terminate her employment at any time during the period of leave provided that notice is given in accordance with this award.

(b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

Return to work after maternity leave

(13) (a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
14 - Parental leave (A)(13) - contd

(b) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

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

Replacement employees

(14) (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the employer shall inform that person of the temporary nature of the promotion of transfer and of the rights of the employee who is being replaced.

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

(b) PATERNITY LEAVE

Nature of leave

(1) Paternity leave is unpaid leave.

Definitions

(2) For the purpose of this subclause:

(a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(b) "Maternity leave" means leave of the type provided for in subclause (A) (and includes special maternity leave) whether prescribed in an award or otherwise.

(c) "Child" means a child of the employee or the employee's spouse under the age of one year.
14 - Parental leave (B)(2) - contd

(d) "Spouse" includes a de facto or a former spouse.

(e) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

(f) "Continuous service" means service under an unbroken contract of employment and includes:

(i) any period of leave taken in accordance with this clause,

(ii) any period of part-time employment worked in accordance with this clause, or

(iii) any period of leave or absence authorized by the employer or by the award.

Eligibility for paternity leave

(3) A male employee, upon production to his employer of the certificate required by paragraph (4), shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

(a) an unbroken period of up to one week at the time of confinement of his spouse.

(b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

Certification

(4) At the time specified in paragraph (5) the employee must produce to his employer:

(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

(b) in relation to any period to be taken under subparagraph (3)(b) hereof, a statutory declaration stating:

(i) he will take that period of paternity leave to become the primary care-giver of a child.

(ii) particulars of any period of maternity leave sought or taken by his spouse; and
(iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

**Notice requirements**

(5) (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in paragraph (4) hereof.

(b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph (a) hereof if such failure is due to:

(i) the birth occurring earlier than the expected date; or

(ii) the death of the mother of the child; or

(iii) other compelling circumstances.

(c) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph (4) hereof.

**Variation of period of paternity leave**

(6) (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof,

(i) the period of paternity leave provided by subparagraph (3)(b) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee.

(b) The period of paternity leave taken under subparagraph (3)(b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

**Cancellation of paternity leave**

(7) Paternity leave, applied for under subparagraph (3)(b) hereof but not commenced, shall be cancelled when the pregnancy of the employee’s spouse terminates other than by the birth of a living child.
(iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

Notice requirements

(5) (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in paragraph (4) hereof.

(b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph (a) hereof if such failure is due to:

(i) the birth occurring earlier than the expected date; or

(ii) the death of the mother of the child; or

(iii) other compelling circumstances.

(c) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph (4) hereof.

Variation of period of paternity leave

(6) (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:

(i) the period of paternity leave provided by subparagraph (3)(b) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(ii) the period may be further lengthened by agreement between the employer and the employee.

(b) The period of paternity leave taken under subparagraph (3)(b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of paternity leave

(7) Paternity leave, applied for under subparagraph (3)(b) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.
14 - Parental leave (B) - contd

Paternity leave and other leave entitlements

(9) (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

Effect of paternity leave on employment

(9) Subject to this subclause, notwithstanding any award or other provision to the contrary absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

Termination of employment

(10) (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.

(b) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

Return to work after paternity leave

(11) (a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subparagraph (3)(b) hereof.

(b) An employee, upon returning to work after paternity leave or the expiration of the notice required by subparagraph (a) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

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

(12) (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
(b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

d) nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(C) ADOPTION LEAVE

Nature of leave

(1) Adoption leave is unpaid leave.

Definitions

(2) For the purposes of this subclause:

(a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

(b) "Child" means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

(c) "Relative adoption" occurs when a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

(d) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

(e) "Spouse" includes a de facto spouse.

(f) "Continuous service" means service under an unbroken contract of employment and includes:

(i) any period of leave taken in accordance with this clause,

(ii) any period of part-time employment worked in accordance with this clause, or

(iii) any period of leave or absence authorised by the employer or by the award.
14 - Parental leave (C) - contd

Eligibility

(3) An employee, upon production to the employer of the documentation required by paragraph (4) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

(a) an unbroken period of up to three weeks at the time of the placement of the child.

(b) an unbroken period of up to 52 weeks from the time of this placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee’s spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:

(i) any period of leave taken pursuant to subparagraph (a) hereof; and

(ii) the aggregate of any periods of adoption leave taken or to be taken by the employee’s spouse;

The employee must have had a least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

Certification

(4) Before taking adoption leave the employee must produce to the employer:

(a) (i) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or

(ii) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

(b) In relation to any period to be taken under subparagraph (3)(b) hereof, a statutory declaration stating:

(i) the employee is seeking adoption leave to become the primary care-giver of the child;

(ii) particulars of any period of adoption leave sought or taken by the employee’s spouse; and

(iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.
Notice requirements

(5) (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.

(b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.

(c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under subparagraph (3)(a) hereof.

(d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph (3)(b) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs (c) and (d) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

Variation of period of adoption leave

(6) (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:

(i) the period of leave taken under subparagraph (3)(b) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened.

(ii) the period may be further lengthened by agreement between the employer and employee

(b) The period of adoption leave taken under subparagraph (3)(b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
14 - Parental leave (C) - contd

Cancellation of adoption leave

(7) (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

(b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

Special leave

(8) The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

Adoption leave and other entitlements

(9) (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

Effect of adoption leave on employment

(10) Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

Termination of employment

(11) (a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.

(b) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
14 - Parental leave (C) - contd

Return to work after adoption leave

(12) (a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subparagraph (3)(b) hereof.

(b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

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

Replacement employees

(13) (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

(b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

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

(D) PART-TIME WORK

Definitions

(1) For the purposes of this subclause:

(a) "Male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

(b) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

(c) "Spouse" includes a de facto spouse.
14 - Parental leave (D)(1) - contd

(d) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this subclause whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

(e) "Continuous service" means service under an unbroken contract of employment and includes:

(i) any period of leave taken in accordance with this clause;

(ii) any period of part-time employment worked in accordance with this clause; or

(iii) any period of leave or absence authorised by the employer or by the award.

Entitlement

(2) With the agreement of the employer:

(a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

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

(c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

(d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

Return to former position

(3) (a) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.

(b) Nothing in subparagraph (a) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.
Effect of part-time employment on continuous service

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

Pro rata entitlements

(5) Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph (8) hereof, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

Transitional arrangements - annual leave

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

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

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

Transitional arrangements - sick leave

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

Part-time work agreement

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

(i) that the employee may work part-time;

(ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
14 - Parental leave (D)(8)(a) - contd

(iii) upon the classification applying to the work to be performed; and

(iv) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

(d) The terms of this agreement shall apply to the part-time employment.

Termination of employment

(9) (a) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

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

Extension of hours of work

(10) An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee’s ordinary hours of duty provided for in accordance with paragraph (5).

(11) The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

Inconsistent and provisions

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

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

(b) establishing quotas as to the ratio of part-time to full-time employees;
14 - Parental leave (D)(12)' - contd

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

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

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

Replacement employees

(13) (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.

(b) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs (5), (6), (7), (8), (9), and (12) of this subclause apply to the part-time employment of replacement employee.

(c) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subparagraph (1)(e) hereof.

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

15 - STUDY LEAVE

The study leave provisions applicable to Western Australian public servants shall apply to employees under this award.

16 - TRADE UNION TRAINING LEAVE

(a) Subject to the provisions of this clause:

(i) The employer shall grant paid leave of absence to employees who are nominated by the union to attend short courses conducted by the Australian Trade Union Training Authority.

(ii) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.

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

(c) (i) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowance, penalty rates or overtime.
16 - Trade union training leave (c) - contd

(ii) Where a public holiday or rostered day off (including a rostered day off as a result of working a 38 hour week) falls during the duration of a course, a day off in lieu of that day will not be granted.

(d) Subject to subclause (c) of this clause, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.

(e) The granting of leave pursuant to the provisions of subclause (a) of this clause is subject to the operation of the organisation not being unduly affected and to the convenience of the employer.

(f) (i) Any application by an employee shall be submitted to the employer for approval at least four weeks before the commencement of the course, provided that the employer may agree to a lesser period of notice.

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

(g) A qualifying period of twelve months in government employment shall be served before an employee is eligible to attend courses or seminars of more than one half day duration. An employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than twelve months government service.

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

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

17 - LEAVE TO ATTEND UNION BUSINESS

(a) (i) The employer shall grant paid leave during ordinary working hours to an employee:

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

(2) who as a union nominated representative of the employees is required to attend negotiations and/or conferences between the union and employer;

(3) who with prior agreement between the union and employer attends official union meetings preliminary to negotiations or industrial hearings;
17 - Leave to attend union business (a)(i) - contd

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

(ii) The granting of leave pursuant to paragraph (i) of this subclause shall only be approved:

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

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

(3) for those employees whose attendance is essential;

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

(b) (i) Leave of absence will be granted at the ordinary rate of pay.

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

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

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

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

(iii) The provisions of this clause shall not apply to special arrangements made between the parties which provide for unpaid leave for employees to conduct union business.

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

18 - RESERVED CLAUSE

19 - DISTRICT ALLOWANCES

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

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

(1) a spouse; or

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

who does not receive a district or location allowance of any kind.
19 - District allowances (a) - contd

(ii) "Partial dependant" in relation to an employee means:

(1) a spouse; or

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

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

(iii) "Spouse" means an employee's spouse including de facto spouse.

(iv) "De facto spouse" means a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis, although not legally married to that person.

(b) For the purpose of this clause, the boundaries of the various districts shall be as described hereunder and as delineated on the plan at subclause (p) of this clause.

District number 1

(i) The area within a line commencing on coast; thence east along latitude 28 to a point north of Tallering Peak; thence due south to Tallering Peak; thence south-east to Mt Gibson and Burracoppin; thence to a point south-east at the junction of latitude 32 and longitude 119; thence south along longitude 119 to coast.

District number 2

(ii) That area within a line commencing on the south coast at longitude 119 then east along the coast to longitude 123; then north along longitude 123 to a point on latitude 30; thence west along latitude 30 to the boundary of number 1 district.

District number 3

(iii) The area within a line commencing on coast at latitude 26; thence along latitude 26 to longitude 123; thence south along longitude 123 to the boundary of number 2 district.

District number 4

(iv) The area within a line commencing on the coast at latitude 24; thence east to the South Australian border; thence south to the coast; thence along the coast to longitude 123; thence north to the intersection of latitude 26; thence west along latitude 26 to the coast.
19 - District allowances (b) - contd

District number 5

(v) That area of the State situated between the latitude 24 and a line running east from Carnot Bay to the Northern Territory border.

District number 6

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

(c) An employee shall be paid a district allowance at the standard rate prescribed in column II of subclause (f) of this clause, for the district in which the employee's headquarters is located. Provided that where the employee's headquarters is situated in a town or place specified in column III of subclause (f), the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in column IV of subclause (f).

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

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

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

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### 12 - District allowances (f)(i) - contd

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<td>Cue</td>
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</tr>
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<td>Nil</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Nil</td>
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</tr>
</tbody>
</table>

Officers with dependants

(ii) Double the appropriate rate as prescribed in subclause (a) above for officers without dependants.

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

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

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

(j) Except as provided in subclause (i) of this clause, a district allowance shall be paid to any employee ordinarily entitled thereto in addition to reimbursement of any travelling transfer or relieving expenses or camping allowance.
19 - District allowances - contd

(k) Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in subclause (f) of this clause, is required to travel or temporarily reside for any period in excess of one month in any district or districts in respect of which such allowance is so payable, the employee shall be paid for the whole of such period a district allowance at the appropriate rate pursuant to subclauses (c), (d) or (e) of this clause, for the district in which the employee spends the greater period of time.

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

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

(n) An employee who immediately prior to 1 July 1989 was in receipt of district allowance at a rate which was greater than the amount to which the employee is entitled under this clause shall have the difference reduced in accordance with the following:

(i) as from the first pay period commencing on or after 1 July 1989 the difference shall be reduced by 33-1/3%; and

(ii) as from the first pay period commencing on or after 1 January 1990 the difference remaining between the amount being paid pursuant to paragraph (i) above and that to which the employee is otherwise entitled under this clause shall be reduced by 50%; and

(iii) as from the first pay period commencing on or after 1 July 1990 payment shall be in accordance with the employee’s entitlement under this clause.

(o) The rates expressed in subclause (f) of this clause shall be adjusted every twelve months ending on 31 December in accordance with the official "Consumer Price Index" for Perth as published by the Australian Bureau of Statistics.

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

(p) District allowance boundaries map.

NOTE: This map is contained in the pamphlet version of this award or may be inspected on file C No. 60148 of 1990.
20 - MOTOR VEHICLE ALLOWANCES

(a) Allowance for employees required to supply and maintain a vehicle as a term of employment.

(i) An employee who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment and who is not in receipt of an allowance provided by subclause (e) shall be reimbursed monthly in accordance with the appropriate rates set out in subclause (g) for journeys travelled on official business and approved by the employer.

(ii) An employee who is reimbursed under the provisions of paragraph (i) of this subclause will also be subject to the following conditions:

(1) For the purpose of paragraph (i) of this subclause an employee shall be reimbursed with the appropriate rates set out in subclause (g) of this clause for the distance travelled from the employee's residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.

(2) Where an employee, in the course of a journey, travels through two or more separate areas, reimbursement shall be at the appropriate rate applicable to each of the areas traversed as set out in subclause (g) of this clause.

(3) Where an employee does not travel in excess of 4000 kilometres in a year an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual distance travelled and 4000 kilometres shall be paid to the employee provided that where the employee has less than twelve months qualifying service in the year then the 4000 kilometre distance will be reduced on a pro rata basis and the allowance calculated accordingly.

(4) Where a part-time employee is eligible for the payment of an allowance under subparagraph (3) of this subclause such allowance shall be calculated on the proportion of total hours worked in that year by the employee to the annual standard hours had the employee been employed on a full-time basis for the year.

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

(6) It shall be open to the employer or her/his representative to elect to waive the requirement that an employee supply and maintain a motor vehicle for use on official business, but three months' written notice of the intention to do so shall be given to the employee concerned.

Allowance for relieving employees

(b) Subject to subclause (a) of this clause:

(i) an employee not required to supply and maintain a motor vehicle as a term of employment who is required to relieve an employee who is required to supply and maintain a motor vehicle as a term of employment shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in subclause (g) of this clause for all journeys travelled on official business and approved by the employer where the employee is required to use their vehicle on official business whilst carrying out the relief duties;

(ii) for the purpose of paragraph (a)(ii) of this clause an employee shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in subclause (g) of this clause for the distance travelled from the employee's residence to place of duty and the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to usual place of work and return and is not required to use the vehicle on official business during the day;

(iii) where an employee, in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in subclause (g);

(iv) for the purposes of this subclause the allowance provided in subparagraphs (a)(ii)(3) and (4) of this clause shall not apply.

Allowance for other employees using vehicle on official business

(c) (i) An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by the employer voluntarily consents to use the vehicle and who is not in receipt of an allowance provided by subclause (e) of this clause shall, for journeys travelled on official business approved by the employer be reimbursed all expenses incurred in accordance with the appropriate rates set out in subclauses (h) and (i) of this clause.

(ii) For the purpose of paragraph (c)(i) of this clause an employee shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and the usual place of work and the return distance from the usual place of work to residence.
20 - Motor vehicle allowances (c) - contd

(iii) Where an employee in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in subclause (1) of this clause.

Allowance for towing employer's caravan or trailer

(d) In the case where employees are required to tow employer's caravans on official business, the additional rate shall be three cents per kilometre. When an employer's trailer is towed on official business the additional rate shall be two cents per kilometre.

Committed allowance

(e) The employer may authorise a committed amount for reimbursement of costs for motor vehicles or any other conveyance belonging to an employee.

Increase of inadequate rates

(f) The employer may increase the rates prescribed by this subclause in any case in which it is satisfied that they are inadequate.

Requirement to supply and maintain a motor car

(g)

<table>
<thead>
<tr>
<th>Area and details (in cubic centimetres)</th>
<th>Rate per kilometre</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Over 2600cc</td>
</tr>
<tr>
<td>Engine displacement</td>
<td></td>
</tr>
<tr>
<td>Metropolitan area</td>
<td></td>
</tr>
<tr>
<td>first 4000 kilometres</td>
<td>103.5</td>
</tr>
<tr>
<td>over 4000 up to 8000 kilometres</td>
<td>44.5</td>
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<td>24.8</td>
</tr>
<tr>
<td>over 16000 kilometres</td>
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</tr>
<tr>
<td>South-west land division</td>
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</tr>
<tr>
<td>first 4000 kilometres</td>
<td>105.9</td>
</tr>
<tr>
<td>over 4000 up to 8000 kilometres</td>
<td>45.5</td>
</tr>
<tr>
<td>over 8000 up to 16000 kilometres</td>
<td>25.3</td>
</tr>
<tr>
<td>over 16000 kilometres</td>
<td>27.1</td>
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<tr>
<td>North of 23.5 south latitude</td>
<td></td>
</tr>
<tr>
<td>first 4000 kilometres</td>
<td>119.1</td>
</tr>
<tr>
<td>over 4000 up to 8000 kilometres</td>
<td>50.5</td>
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<td>over 16000 kilometres</td>
<td>28.1</td>
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Area and details (in cubic centimetres)

<table>
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<tr>
<th>Engine displacement</th>
<th>Rate per kilometre</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Over 2600cc</td>
</tr>
<tr>
<td>Rest of State</td>
<td></td>
</tr>
<tr>
<td>first 4000 kilometres</td>
<td>109.4</td>
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<tr>
<td>over 4000 up to 8000 kilometres</td>
<td>47.0</td>
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<td>26.2</td>
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<tr>
<td>over 16000 kilometres</td>
<td>27.6</td>
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Voluntary use of a motor car

(h)

<table>
<thead>
<tr>
<th>Metropolitan area</th>
<th>Rate per kilometre</th>
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</thead>
<tbody>
<tr>
<td>South-west land division</td>
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</tr>
<tr>
<td>North of 23.5 south latitude</td>
<td></td>
</tr>
<tr>
<td>Rest of the State</td>
<td></td>
</tr>
</tbody>
</table>

Voluntary use of motor cycle

(i)

Rate per kilometre 17.1

(j) In this clause the following expressions shall have the following meanings:

(i) "A year" means twelve months commencing on the first day of July and ending on the thirtieth day of June next following.

(ii) "South-west land division" means the south-west land division as defined by section 28 of the Land Act, 1933-1971, Western Australia, excluding the area contained within the metropolitan area.

(iii) "Rest of the State" means that area south of 23.5 degrees south latitude, excluding the metropolitan area and the south-west land division.

(iv) "Term of employment" means a requirement made known to the employee at the time of applying for the position by way of publication in the advertisement for the position, written advice to the employee contained in the offer for the position or oral communication at interview by an interviewing employer and such requirement is accepted by the employee either in writing or verbally.
20 - Motor vehicle allowances - contd

(k) The allowances in this clause shall be varied in accordance with any movement in the allowances in the Public Service Award 1992 of the Western Australian Industrial Relations Commission as varied.

21 - SCALE OF ALLOWANCES

Travelling, relieving or special duty, transfers and/or removals

<table>
<thead>
<tr>
<th>Item particulars</th>
<th>Column A Daily rate</th>
<th>Column B Daily rate</th>
<th>Column C Daily rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Officers with dependants relieving allowance for period in excess of 42 days (paragraph 23(c)(ii))</td>
<td>Officers without dependants relieving allowance for period in excess of 42 days (paragraph 23(c)(ii))</td>
<td>Transfer allowance for period in excess of 42 days (paragraph 25(a)(ii))</td>
</tr>
</tbody>
</table>

<table>
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<th>Allowance to meet incidental expenses</th>
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<td>1. WA - south of 26 south latitude</td>
<td>6.60</td>
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<td></td>
</tr>
<tr>
<td>2. WA - north of 26 south latitude</td>
<td>9.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Interstate</td>
<td>9.00</td>
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</table>

Accommodation involving an overnight stay in a hotel or motel

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<tr>
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<th>Column A Daily rate</th>
<th>Column B Daily rate</th>
<th>Column C Daily rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. WA - metropolitan hotel or motel</td>
<td>115.05</td>
<td>57.50</td>
<td>38.35</td>
</tr>
<tr>
<td>5. Locality south of 26 south latitude</td>
<td>94.50</td>
<td>47.25</td>
<td>31.50</td>
</tr>
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<td>6. Locality north of 26 south latitude:</td>
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<tr>
<td>Broome</td>
<td>155.30</td>
<td>77.65</td>
<td>51.76</td>
</tr>
<tr>
<td>Carnarvon</td>
<td>122.40</td>
<td>61.20</td>
<td>40.80</td>
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<tr>
<td>Dampier</td>
<td>117.00</td>
<td>58.50</td>
<td>39.00</td>
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<tr>
<td>Derby</td>
<td>116.40</td>
<td>58.20</td>
<td>38.80</td>
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<tr>
<td>Exmouth</td>
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<td>75.50</td>
<td>50.30</td>
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<td>Fitzroy Crossing</td>
<td>133.50</td>
<td>66.75</td>
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<td>Gascoyne Junction</td>
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<td>60.00</td>
<td>40.00</td>
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<td>Halls Creek</td>
<td>135.00</td>
<td>67.50</td>
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<tr>
<td>Karratha</td>
<td>187.00</td>
<td>93.50</td>
<td>62.30</td>
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<td>Kununurra</td>
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21 - Scale of allowances - contd

<table>
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<th>Column C Daily rate</th>
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<tr>
<td></td>
<td>Officers with</td>
<td>Officers with</td>
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</tr>
<tr>
<td></td>
<td>dependants</td>
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</tr>
<tr>
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</tr>
<tr>
<td></td>
<td>period in</td>
<td>for period</td>
<td></td>
</tr>
<tr>
<td></td>
<td>excess of 42</td>
<td>in excess of 42</td>
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</tr>
<tr>
<td></td>
<td>days</td>
<td>days</td>
<td></td>
</tr>
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<table>
<thead>
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<th>$</th>
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<tr>
<td>Marble Bar</td>
<td>96.00</td>
<td>48.00</td>
<td>.32.00</td>
</tr>
<tr>
<td>Newman</td>
<td>165.00</td>
<td>82.50</td>
<td>55.00</td>
</tr>
<tr>
<td>Nullagine</td>
<td>99.00</td>
<td>49.50</td>
<td>33.00</td>
</tr>
<tr>
<td>Onslow</td>
<td>109.00</td>
<td>54.50</td>
<td>36.30</td>
</tr>
<tr>
<td>Pannawonica</td>
<td>118.00</td>
<td>59.00</td>
<td>39.30</td>
</tr>
<tr>
<td>Paraburadoo</td>
<td>162.00</td>
<td>81.00</td>
<td>54.00</td>
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<td>Port Hedland</td>
<td>153.30</td>
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<td>51.10</td>
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<td>Roebourne</td>
<td>94.00</td>
<td>47.00</td>
<td>31.30</td>
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<td>Sandfire</td>
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<td>Turkey Creek</td>
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<td>31.00</td>
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<tr>
<td>Wickham</td>
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<tr>
<td>Wyndham</td>
<td>111.00</td>
<td>55.50</td>
<td>37.00</td>
</tr>
</tbody>
</table>

7. Interstate - capital city

| Sydney                          | 166.50 | 83.25 | 55.50 |
| Melbourne                      | 169.90 | 85.95 | 56.60 |
| other capitals                 | 152.15 | 76.10 | 50.70 |

8. Interstate - other than capital city

<table>
<thead>
<tr>
<th>Accommodation involving an overnight stay at other than a hotel or motel</th>
</tr>
</thead>
<tbody>
<tr>
<td>WA - south of 26 south latitude</td>
</tr>
<tr>
<td>WA - north of 26 south latitude</td>
</tr>
<tr>
<td>Interstate</td>
</tr>
</tbody>
</table>
### 21 - Scale of allowances - contd

<table>
<thead>
<tr>
<th>Item particulars</th>
<th>Column A Daily rate</th>
<th>Column B Daily rate</th>
<th>Column C Daily rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Officers with</td>
<td>Officers</td>
<td></td>
</tr>
<tr>
<td></td>
<td>dependants</td>
<td>without</td>
<td></td>
</tr>
<tr>
<td></td>
<td>relieving allowance</td>
<td>relieving</td>
<td></td>
</tr>
<tr>
<td></td>
<td>period in excess of 42 days</td>
<td>allowance for period in excess of 42 days (paragraph 23(c)(ii))</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transfer allowance</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>for period in</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>excess of 42 days</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(paragraph 25(a)(ii))</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Travel not involving an overnight stay

12. WA - south of 26 south latitude:
   - Breakfast: 9.20
   - Lunch: 9.20
   - Evening meal: 20.15

13. WA - north of 26 south latitude:
   - Breakfast: 10.60
   - Lunch: 15.00
   - Evening meal: 24.35

14. Interstate:
   - Breakfast: 10.60
   - Lunch: 15.00
   - Evening meal: 24.35

### Deduction for normal living expenses

15. Each adult: 16.60
16. Each child: 2.85
17. Midday meal: 4.00
18. Maximum reimbursement per day period: 20.00

The allowances prescribed in this clause shall be varied in accord with any movement in the Public Service Award 1992 in the Western Australian Industrial Relations Commission as varied.
22 - WEEKEND ABSENCES

(a) An employee who is temporarily absent from her/his normal place of work on relieving duty or travelling on official business outside a radius of 320 kilometres measured from her/his normal place of work and is necessarily absent from her/his residence and separated from her/his family, shall be granted one additional day's leave for every group of three consecutive weekends so absent provided that each weekend shall be counted as a member of only one group. Provided that:

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

(ii) one additional day's leave shall not be allowed if the employer had approved the employee’s family accompanying her/him during the period of relief or travelling;

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

(iv) the annual leave loading provided by the annual leave provisions of this award shall not apply to any leave entitlement under this clause.

(b) An employee who is temporarily absent from her/his normal place of work on relieving duty or travelling on official business outside a radius of 320 and up to 400 kilometres measured from her/his normal place of work may elect to have the benefit of concessions provided by subclause (c) of this clause in lieu of those provided by subclause (a) of this clause. Kalgoorlie, Albany and Geraldton shall be regarded as being within a radius of 400 kilometres for the purpose of this subclause in the case of an employee resident in the metropolitan area.

(c) An employee who is temporarily absent from her/his normal place of work on relieving duty or travelling on official business within a radius of 320 kilometres measured from her/his place of work, and such relief duty or travel would normally necessitate the employee being absent from her/his residence for a weekend shall be allowed to return to her/his residence for the weekend. Provided that:

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

(ii) All travelling to and from the employee’s residence shall be undertaken outside of the normal hours of duty.

(iii) An employee who has obtained the approval of the employer for her/his family to accompany her/him during the period of relief or travelling shall not be entitled to the concessions provided by this subclause.
22 - Weekend absences (c) - contd

(iv) When an employee authorised by the employer to use her/his own motor vehicle to travel to the locality where the relief duty is being performed or when travelling on official business she/he shall be reimbursed on the basis of one half of the appropriate rate prescribed by clause 20, for the journey to her/his residence for the weekend and the return to the place of relief duty. Provided that the maximum amount of reimbursement shall not exceed the cost of the rail or fare by public conveyance which otherwise would be utilised for such journey and payment shall be made only to the owner of such vehicle.

(v) When an employee has been authorised by the employer to use a government motor vehicle in connection with the relief duty or travelling on official business, she/he shall be allowed to use that vehicle for the purpose of returning to her/his residence for the weekend as provided by this subclause.

(vi) An employee who does not use her/his own motor vehicle or a government motor vehicle as provided by paragraphs (i) and (v) of this subclause, shall be reimbursed the cost of the fare by public conveyance by road or rail for the journey to and from her/his residence for the weekend.

(vii) An employee who does not return to her/his residence as provided by the provisions of this subclause shall be paid travelling allowance or relieving allowance as the case may require in accordance with the provisions of clause 23 or 24.

(viii) An employee who returns to her/his residence for the weekend in accordance with the provisions of this subclause shall not be entitled to the reimbursement of any expenses allowed by clause 23 or 24 during the period from the time when the employee returns to her/his residence to the time of departing from her/his residence to travel to resume duty at the place away from her/his residence.

(d) Whenever an employee is undertaking duty that involves her/him working weekend rosters then the employee’s day off duty shall be substituted for "weekend absence" for the purposes of subclauses (a) to (c) of this clause.

23 - RELIEVING OR SPECIAL DUTY

(a) An employee who is required to take up duty away from that employee’s usual place of work on relief duty or to perform special duty, and necessarily resides temporarily away from that employee’s place of residence shall be reimbursed reasonable expenses in accordance with the provisions of this clause.

(b) Where the employee:

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

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

reimbursement shall be in accordance with the rates prescribed in column A, items 1 to 3 of clause 21.
23 - Relieving or special duty - contd

(c) Where the employee is fully responsible for her/his own accommodation, meals and incidental expenses and hotel or motel accommodation is utilised:

(i) For the first 42 days after arrival at the new locality reimbursement shall be in accordance with the rates prescribed in column A, items 4 to 8 of clause 21.

(ii) For periods in excess of 42 days after arrival in the new locality reimbursement shall be in accordance with the rates prescribed in column B, items 4 to 8 of clause 23 for married employees or column C, items 4 to 8 of clause 23 for single employees.

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

(d) Where the employee is fully responsible for her/his own accommodation, meal and incidental expenses and other than hotel or motel accommodation is utilised, reimbursement shall be in accordance with the rates prescribed in column A, items 9, 10 or 11 of clause 21.

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

(f) When an employee who is required to relieve or perform special duties in accordance with subclause (a) of this clause is authorised by the employer to travel to the new locality in the employee's own motor vehicle the employee shall be reimbursed for the return journey as follows:

(i) Where the employee will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement shall be on the basis of one half of the appropriate rate prescribed by clause 20. Provided that the maximum amount of reimbursement shall not exceed the cost of the fare by public conveyance which otherwise would be utilised for such return journey.

(g) The rate applicable to an employee with dependants under paragraph (c)(ii) of this clause shall be paid to an employee without dependants if the employer is satisfied that the employee has to maintain a home and support dependants therein, in a locality other than that to which the employee has been sent. A certificate to this effect must be furnished by the employee claiming the higher rate.

(h) Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, an appropriate rate of reimbursement may be determined by the employer.
23 - Relieving or special duty - contd

(i) The provisions of clause 24 shall not operate concurrently with the provisions of this clause to permit an employee to be paid allowances in respect of both travelling and relieving expenses for the same period. Provided that where an employee is required to travel on official business which involves an overnight stay, away from their temporary place of employment, the employer may extend the periods specified in subclause (c) of this clause by the time spent in travelling.

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

24 - TRAVELLING

(a) An employee who travels on official business shall be reimbursed reasonable expenses in accordance with the provisions of this clause.

(b) When a trip necessitates an overnight stay away from the employee’s headquarters and the employee:

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

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

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

reimbursement shall be in accordance with the rates prescribed in column A, items 1, 2 or 3 of clause 21.

(c) When a trip necessitates an overnight stay away from the employee’s usual place of work and the employee is fully responsible for her/his own accommodation, meals and incidental expenses:

(i) where hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in column A, items 4 to 8 of clause 21;

(ii) where other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in column A, items 9, 10 and 11 of clause 21.

(d) To calculate reimbursement under subclauses (b) and (c) of this clause for part of a day, the following formulae shall apply:

(i) If departure from the usual place of work is:

   (1) before 8.00 a.m. - 100% of the daily rate.

   (2) 8.00 a.m. or later but prior to 1.00 p.m. - 90% of the daily rate.
24 - Travelling (d)(i) - contd

(3) 1.00 p.m. or later but prior to 6.00 p.m. - 75% of the daily rate

(4) 6.00 p.m. or later - 50% of the daily rate.

(ii) If arrival back at the usual place of work is:

(1) 8.00 a.m. or later but prior to 1.00 p.m. - 10% of the daily rate.

(2) 1.00 p.m. or later but prior to 6.00 p.m. - 25% of the daily rate.

(3) 6.00 p.m. or later but prior to 11.00 p.m. - 50% of the daily rate.

(4) 11.00 p.m. or later - 100% of the daily rate.

(e) When an employee travels to a place outside a radius of 50 kilometres measured from the usual place of work and the trip does not involve an overnight stay away from the usual place of work, reimbursement for all meals claimed shall be at the rate set out in column A, items 12 or 13 of clause 21 subject to the employee’s certification that each meal claimed was actually purchased.

Provided that when an employee departs from the usual place of work before 8.00 a.m. and does not arrive back at the usual place of work until after 11.00 p.m. on the same day the employee shall be paid at the appropriate rate prescribed in column A, items 4 to 8 of clause 21.

(f) When it can be shown to the satisfaction of the employer by the production of receipts that reimbursement in accordance with clause 21 does not cover the employee’s reasonable expenses for a whole trip the employee shall be reimbursed the excess expenditure.

(g) In addition to the rates contained in clause 21 an employee shall be reimbursed reasonably incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.

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

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

(j) Reimbursement claims for travelling in excess of fourteen days in one month shall not be passed for payment by a certifying officer until the employer has endorsed the account.
24 - Travelling - contd

(k) An employee who is relieving at or temporarily transferred to any place within a radius of 50 kilometres measured from her/his headquarters shall not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires her/his absence from the usual place of work over the usual midday meal period shall be paid the rate prescribed by item 16 of clause 21 for each meal necessarily purchased, provided that:

(i) such travelling is not a normal feature in the performance of her/his duties; and

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

(iii) the total reimbursement under this subclause for any one pay period shall not exceed the amount prescribed by item 17 of clause 21.

25 - TRANSFERS AND/OR REMOVAL

(a) (i) (1) Subject to the provisions of subclause (i) of this clause the provisions of this subclause shall apply to an employee who terminates her/his employment with one employer bound by this award and commences with another employer bound by this award if that employee complies with the provisions of subparagraphs (b)(i)(1) and (2) hereof.

(2) Except as provided in paragraph (iii) of this subclause an employee with or without dependants shall be paid by the new employer at the rates prescribed in column A, items 4, 5 or 6 of clause 21 for a period of fourteen days after arrival at the employees new locality. Provided that if an employee is required to travel on official business during the fourteen day period, such period will be extended by the time spent in travelling. Under no circumstances, however, shall the provisions of this subclause operate concurrently with those of clause 24 to permit an employee to be paid allowances in respect of both travelling and transfer expenses for the same period.

(ii) If an employee with dependants is unable to obtain reasonable accommodation for the transfer of her/his home within the prescribed period referred to in paragraph (i) of this subclause and the new employer is satisfied that all possible steps to secure accommodation have been taken, then the employee shall be paid in accordance with the rates prescribed in column B, items 4, 5, 6, 7 or 8 of clause 21 as the case may require until such time as the employee has secured reasonable accommodation. Provided that the period of reimbursement under this subclause shall not exceed 77 days without the approval of the new employer. An employee without dependants shall not be paid allowances under this subclause.
(iii) When it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by the employee on transfer, an appropriate rate of reimbursement shall be determined by the new employer.

(iv) An employee who occupies hospital accommodation shall not be entitled to reimbursement under subclauses (b) and (c) of this clause. Provided that where entry into hospital accommodation is delayed through circumstances beyond the employee’s control an employee may, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the employee and dependants, if applicable, less a deduction for normal living expenses prescribed in column A, items 14 and 15 of clause 21 and provided that if any costs are incurred under subparagraph (v)(1) or (2) of this subclause, they shall be reimbursed.

(v) (1) Where an employee transfers her/his employment in accordance with the other provisions of this subclause and incurs expenses referred to in subparagraph (2) of this subclause as a result of that transfer, then the employee shall be granted a disturbance allowance and shall be reimbursed by the new employer the actual expenditure incurred upon production of receipts or such other evidence as may be required.

(2) The disturbance allowance shall include:

(A) cost incurred for telephone installation at the employee’s new residence provided that the cost of telephone installation shall be reimbursed only where a telephone was installed at the employee’s former residence including departmental accommodation and provided further, that reimbursement shall not apply to an employee’s private residence wherein a telephone was not installed prior to the employee’s first transfer in accordance with this provision;

(B) costs incurred with the connection or reconnection of services to the employee’s household including departmental accommodation for water, gas or electricity.

(b) (i) Subject to the provisions of subclause (1) of this clause, subclauses (b) to (k) (both inclusive) of this clause shall apply to an employee with dependants who terminates her/his employment with one employer bound by this award and commences with another employer bound by this award provided that the employee complies with the following:

(1) the classification of the new position is higher than the classification of the employee’s former position or the classification of the new position is the same or lower than the classification of the employee’s former position and the employee is transferred by the employer; and
the employee commences with the new employer within one
working week of the expiration of any period for which
payment in lieu of annual leave or holidays has been
made by the employer from whom the employee resigned,
or, if no such payment has been made, within one
working week of the day on which the resignation became
effective.

(ii) The employee shall be reimbursed by the new employer:

(1) The actual reasonable cost of conveyance of the
employee and spouse and children under sixteen years of
age or other children wholly dependant upon him/her.

(2) The actual reasonable cost up to an amount of $1350.00
for conveyance of her/his furniture, including
insurance of such furniture whilst in transit unless a
higher sum is approved by the employer in any special
case; provided that only necessary household furniture,
effects and appliances shall be taken into account.

(3) An allowance of $300.00 for accelerated depreciation
and extra wear and tear on furniture, effects and
appliances provided that the employer is satisfied that
the value of the household furniture, effects and
appliances moved by the employee is at least $1800.00.

(c) An employee who terminates solely for her/his own convenience or is
terminated on account of misconduct must bear the whole cost of her/his removal
unless otherwise determined.

(d) An employee shall be reimbursed the full freight charges
necessarily incurred in the removal of her/his motor vehicle. If authorised by
the new employer to travel to a new locality in her/his own motor vehicle
reimbursement shall be as follows:

(i) Where the employee will not be required by the new employer
to maintain a motor vehicle for use on official business,
reimbursement for the distance necessarily travelled shall be
on the basis of one half of the appropriate rate prescribed
by clause 20.

(e) Where practicable, furniture, effects and appliances shall be
removed by State owned transport. Where it is impracticable to use State owned
transport the employee shall, before removal is undertaken, obtain quotes from
at least two carriers which shall be submitted to the new employer who may
authorise the acceptance of the more suitable. Provided that the maximum amount
prescribed by subparagraph (b)(ii)(2) of this clause is not exceeded without
the written approval of the new employer having first been obtained.
25 - Transfers and/or removal - contd

(f) The new employer may, in lieu of conveyance, authorise payment of an amount not exceeding the maximum prescribed by subparagraph (b)(ii)(2) of this clause to compensate for loss in any case where an employee with prior approval of the employer, disposes of her/his furniture, effects and appliances instead of removing them to the new locality. Provided that such payment shall not exceed the sum which would have been paid if such furniture, effects and appliances had been removed by the cheapest method of transport available.

(g) Where an employee occupies departmental accommodation where furniture is provided and as a consequence is obliged to store her/his own furniture, the employee shall be reimbursed the actual cost of such storage up to a maximum allowance of $400.00 per annum. An allowance under this subclause shall not be paid for a period in excess of one year without the approval of the new employer.

Provided that nothing in this subclause shall preclude the employer from reimbursing an employee the actual cost of storage where it exceeds the prescribed maximum allowance, if the employer considers that cost has been necessarily and reasonably incurred in the circumstances of a particular case.

(h) An employee without dependants may claim reasonable expenses including a reasonable sum for accidental depreciation and extra wear and tear under subparagraph (b)(ii)(3) of this clause.

(i) Newly appointed employees shall be entitled to receive the benefits of this provision if they are required by the employer to participate in any training course prior to being posted to their respective positions. This entitlement shall only be available to employees who have completed the training and who incur costs when moving to the first posting.

(j) Receipts must be produced for all sums claimed.

(k) Employees covered by the provisions of this clause other than employees prescribed in subclause (a) of this clause shall be entitled mutatis mutandis to the same conditions relating to property allowance as applies to hospital salaried officers.

(l) The application of this clause shall as far as the Perth Dental Hospital is concerned be made as if the various clinics of the hospital are separate employers and shall include those employees who have been transferred from one clinic to another.

26 RIGHT OF ENTRY, INSPECTION, NOTICES AND INTERVIEWS

(a) Upon notifying the employer or employers' representative an accredited representative of the Australian Nursing Federation authorised in writing by the branch secretary to act under this clause may, for the purpose of ensuring the observance of this award or an order of the Commission binding on the federation:

(i) at any time during working hours, enter premises that are specified in the authority or occupied by an employer specified in the authority;

(ii) inspect or view any work, material, machinery, appliance, article, document or other thing on the premises; and
(iii) interview on the premises, an employee who is a member, or is eligible to be a member, of the Australian Nursing Federation;

but an accredited representative acting under this clause shall not hinder or obstruct an employee in the performance of work during working time.

(b) If an accredited representative of the federation proposing to enter, or being on, premises under subclause (a) is required by the occupier to produce evidence of authority to enter or be on the premises, the accredited representative is not entitled to enter or remain on the premises without producing to the occupier the authority referred to in subclause (a).

(c) The employer shall provide a notice board of reasonable size for the posting of a copy of this award and union notices, in a place where it may be conveniently and readily seen by every employee concerned.

27 - INTRODUCTION OF CHANGE

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

(ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs. Provided that where this award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(b) (i) The employer shall discuss with the employees affected and the union, inter alia, the introduction of the changes referred to in subclause (a) of this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

(ii) The discussion shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in subclause (a) of this clause.

(iii) For the purposes of such discussion, the employer shall provide to the employees concerned and the union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which, would be inimical to her/his interests.
Notwithstanding all other provisions of this award, in the event of any emergency arising, the Commissioner for Health or his representative or by submission from other respondents to this award may with the consent of the Australian Industrial Relations Commission, take such measures as may be necessary for the safety and protection or welfare of patients.

29 - GRIEVANCE PROCEDURE

Preamble

(a) Subject to the provisions of the Industrial Relations Act 1988 any grievance, complaint or dispute, or any matter raised by the union or a respondent employer and her/his employees, shall be settled in accordance with the procedures set out herein.

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

Procedure

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

(i) The employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within 48 hours, refer the matter in writing to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly in writing.

(ii) The senior officer shall, if able, answer the matter raised within five days of it being referred and if the senior officer is not so able, refer the matter to the employer for her/his attention, and the employee(s) shall be advised accordingly.

(iii) (1) If the matter has been referred in accordance with paragraph (ii) above the employee(s) or the shop steward shall notify the union secretary or nominee, to enable the opportunity of discussing the matter with the employer.

(2) The employer shall, as soon as practicable after considering the matter before it, advise the employee(s) or, where necessary the union of its decision. Provided that such advice shall be given within 21 days of the matter being referred to the employer.

(iv) Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the Australian Industrial Relations Commission.

(v) Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the period specified in paragraph (b)(i) or (ii) or subparagraph (iii)(2).
Disciplinary procedure

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

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

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

(iii) Should it be necessary, for any reason, to reprimand an employee three times in a period not exceeding twelve months continuous service, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with the provisions of this award.

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

Access to the Australian Industrial Relations Commission

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

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

Provision of services

(e) The union recognise that the Perth Dental Hospital and Princess Margaret Hospital have a statutory and public responsibility to provide health care services without any avoidable interruptions.

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

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

Industry-wide issues

(f) In resolving issues of an industry-wide nature discussions will commence at the level specified in subparagraph (b)(iii)(1) above between the appropriate union official and the Manager, Industrial Relations, Health Department or her/his nominee.

Definitions

(g) For the purpose of this procedure:

(i) "employer" means the officer nominated at each work site;

(ii) "senior officer" means an officer nominated by management;

(iii) "industry-wide issues" include issues affecting more than one work site or claims seeking variations to an award;

(iv) "work site" means as agreed between the parties.

Classification structure implementation

(h) The parties to this award agree that when the award is varied to insert a new wage and classification structure, the grievance procedure clause will be varied to provide a mechanism for dealing with the claims by existing employees on the appropriateness of their classification in the new structure.

Breach of procedure

(i) The parties acknowledge that this procedure formed part of the package which justified the payment of the increases available under the structural efficiency principle.

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

(i) whether a breach of the procedure has occurred; and

(ii) subject to subclause (a) above, the appropriateness of the continued provision of the benefits provided under the structural efficiency principle or any other action considered appropriate by the Commission.

30 - DEFINITIONS

(a) "Registered dental nurse" means a person who is registered or entitled to be registered in Western Australia under the Nurses' Act 1968-1980 as a dental nurse.

(b) "The union" and the "the federation" mean the Australian Nursing Federation or where the context so admits, the Western Australian Branch of the Australian Nursing Federation.

31 - PART-TIME EMPLOYMENT

(a) Notwithstanding anything contained herein, an employer shall be at liberty to employ part-time employees.
31 - Part-time employment - contd

(b) A part-time employee means an employee engaged on a weekly contract of service for less ordinary hours per week or fortnight than those prescribed by clause 32 - Hours.

(c) Part-time employees shall be remunerated at a weekly rate pro rata to the rate prescribed for the class of work on which they are engaged, only in the proportion which their weekly hours of duty bear to 38.

(d) Part-time employees shall be allowed sick leave and holidays in accordance with the provisions of this award, only in the proportion which their weekly hours of duty bear to 38 hours.

(e) Where the employer by provision of 24 hours written notice wishes to increase the ordinary hours worked by a part-time employee in any roster period and the part-time employee so agrees, the increased hours shall be deemed to be ordinary hours for that roster period.

32 - HOURS

(a) The ordinary working hours of nurses shall not exceed 38 hours per week exclusive of meal times, to be worked in five days per week, provided that the hours shall not exceed eight per day from Monday to Friday inclusive.

(b) A refreshment break shall be provided by the employer. The time allowed for such break shall not exceed seven minutes which shall be taken when convenient to the employer without deduction of pay for the time involved.

33 - OVERTIME

(a) All time worked in excess of the weekly working hours shall be paid for at the rate of:

(i) time and one half for the first two hours and double time thereafter on any day Monday to Saturday inclusive;

(ii) double time on a Sunday or public holiday.

(b) If any employee is recalled to work she/he shall be paid a minimum of two hours at overtime rates, and be paid for all reasonable expenses incurred in returning to work.

(c) Where the employee and the employer so agree, time off in lieu of payment for overtime may be allowed proportionate to the payment to which she/he is entitled. Such time off to be taken at a time convenient to the employee and the employer.

(d) Where an employee has not been notified the previous day or earlier that she/he is required to work overtime, the employer shall ensure that employees working such overtime for an hour or more shall be provided with any of the usual meals occurring during such overtime or be paid $3.00 for each meal.

(e) This clause shall not apply to casuals.
34 - WAGES

The rates payable to employees under this Award shall be:

<table>
<thead>
<tr>
<th>Dental Nurse</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>414.70</td>
</tr>
<tr>
<td>2nd year</td>
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</tr>
<tr>
<td>7th year</td>
<td>491.04</td>
</tr>
</tbody>
</table>

35 - ROSTER

A roster of the working hours shall be exhibited in such places as it may conveniently and readily be seen by each employee concerned. The roster shall be posted not less than 48 hours preceding the day on which the roster commences. The roster shall be available to an accredited representative of the union for inspection at all reasonable times. Rosters may be altered at any time if the hospital exigencies render any alteration necessary.

36 - TERMINATION OF EMPLOYMENT

(a) The contract of employment for employees classified at dental nurse level or below shall unless otherwise mutually agreed by the employee and the employer, be terminable by either the employer or the employee giving the other party two weeks' notice of termination. However, whilst the rostering remains on a fortnightly basis if the fourteenth day of notice falls on any other day other than the first or the last day of a rostered period, the employee must work to the end of that roster provided that the time worked as notice period does not exceed four weeks.

(b) In lieu of giving the notice of termination as prescribed in subclause (a) hereof, the employer may pay to the employee or the employee may forfeit to the employer, the equivalent number of weeks wages as to the number of weeks notice required by subclause (a) hereof.

(c) Nothing in this clause shall prevent the termination of an employee without notice by the employer due to misconduct of the employee and in such case payment of wages shall be made up to the time of dismissal only. Where a dismissal due to misconduct occurs, the employee shall be provided with the reasons for the dismissal in writing within fourteen days of having requested such from the employer.

37 - ANNUAL LEAVE

(a) Annual leave of four weeks on full pay shall be granted to each employee on the completion of each year of service.

In addition to the amount payable under this clause, an amount equal to 17 1/2 per cent of such amount shall be paid.
37 - Annual leave - contd

(b) If after four weeks' continuous service in any qualifying twelve monthly period an employee lawfully terminates her/his service or her/his employment is terminated by the employer through no fault of the employee, the employee shall be paid four fifty seconds of one week's wages for each completed week of service in that qualifying period. Provided that in the case of any nurse transferring from one employer to another employer respondent to this award, the annual leave entitlement shall be transferred unless the employee requests the annual leave to be paid out in full.

(c) Every employee shall receive at least fourteen days previous notice of the commencement of her/his leave.

(d) Leave shall be paid for in advance at the rate of wage the employee is receiving at the time of taking such leave, provided that any leave accrued for the final year of training shall be paid for at the rate payable for such year of service.

(e) Leave shall be given as soon as practicable after falling due.

(f) A nurse who during a qualifying period towards an entitlement of annual leave was employed continuously on both a full-time and part-time basis, or a part-time basis only, may elect to take a lesser period of annual leave calculated by converting the part-time service to equivalent full-time service.

38 - PUBLIC HOLIDAYS

(a) The days to be observed as public holidays shall be those set out under Public Service Regulations.

(b) Any employee who is required to work on the day observed as a holiday as prescribed in this clause shall be paid for the time worked at the rate of double time and a half, or if the employer agrees, be paid for the time worked at the rate of time and a half and, in addition, be allowed to observe the holiday on a day mutually acceptable to the employer and the employee.

39 - HIGHER DUTIES

Employees who are authorised to perform the full duties of an appointed position carrying a higher rate than the employees regular rate of pay for at least one shift, shall be paid the higher minimum rate for the time engaged in such work.

40 - LAUNDRY AND UNIFORMS

Where it is determined that an employee is performing duties which require a uniform the employer shall provide all uniforms which shall at all times remain the property of the employer.

The employer shall arrange for the laundering of any uniforms supplied to the employees.
This award is a paid rates award.

BY THE COMMISSION:

Appearances:

J. Quinlivan and J. Blake for Australian Nursing Federation.

M. Kaempf for Hon Minister for Health W.A.

G. Hocking, C. Panizza and L. McLeod (all intervening) for Health Services Union of Australia.

R. Felmingham (intervening) for State Public Services Federation.

F. Kyle and J. Blake for Australian Nursing Federation.

Hearing details:

1994.
Perth.
June 8;
August 25.