

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the  
*Workplace Relations and Other Legislation Amendment Act 1996*  
(C No. 01016 of 1998)

**HEALTH AND DISABILITY SERVICES - SUPPORT WORKERS - WESTERN  
AUSTRALIAN GOVERNMENT - AWARD 1996**

(ODN C No. 21817 of 1993)  
[Print N7326 [AW783941]]

Various employees

Health and welfare services

SENIOR DEPUTY PRESIDENT O'CALLAGHAN

ADELAIDE, 2 JULY 2001

*Award simplification.*

**ORDER**

A. Wage rate and classification provisions are yet to be settled in accordance with award simplification provisions of the *Workplace Relations and Other Legislation Amendment Act 1996*. These matters are now the subject of consideration by the Parties and the Commission.

B. Further to the decision issued by the Commission on 1 June 2001 [PR904786] and 2 July 2001, [PR905924] the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

**1. AWARD TITLE**

This award is the Health and Disability Services - Support Workers - Western Australian Government - Award 2001

**2. ARRANGEMENT**

[2 varied by PR928223 ppc 03Mar03; PR960568 ppc 29Jul05]

This award is arranged as follows:

1. Award title
2. Arrangement
3. Commencement date of award and period of operation
4. Coverage and parties bound
5. Relationship with other awards
6. Posting of award

7. Definitions
8. Anti - discrimination
9. Enterprise flexibility
10. Index of facilitative provisions
11. Dispute resolution procedure
12. Employment categories
13. Termination of employment
14. Classification and wage rates
15. Transitional provisions/transfer of classifications to MPS
16. Apprentices
17. Shift, weekend and public holiday payment
18. District allowance
19. Fares and travelling allowance
20. Employees living north of the 26 degree south latitude
21. Transfer allowance
22. Call Allowance (MPS Sleep Shift)
23. Miscellaneous allowances
24. Higher duties
25. Payment of wages
26. Hours of work
27. Breaks
28. Overtime
29. Shiftwork
30. Weekend work
31. Casual employees
32. Annual leave
33. Public holidays
34. Personal leave
35. Long service leave
36. Parental leave
37. Leave to attend industrial proceedings
38. Jury service leave
39. Supported wages system
40. Minimum Conditions of Employment Act 1993

#### **Schedule A - List of Respondents**

### **3. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION**

This award comes into force on and from 2 July 2001 and shall remain in operation for a period of twelve months.

### **4. COVERAGE AND PARTIES BOUND**

[4 varied by PR960568 ppc 29Jul05]

This award will apply throughout the State of Western Australia to the respondents specified in Schedule A and The Liquor, Hospitality and Miscellaneous Union, its members; and those eligible to be members.

## 5. RELATIONSHIP WITH OTHER AWARDS

This award supersedes the Health and Disability Services - Support Workers - WA Government Award 1996. Nothing in this award shall in itself operate to reduce the conditions of employment of an employee which were in existence immediately prior to or at the commencement of this award in respect of allowable matters.

## 6. POSTING OF AWARD

Every employee shall be entitled to have access to a copy of this award. Sufficient copies shall be made available by the employer for this purpose.

## 7. DEFINITIONS

**7.1 Commission** means the Australian Industrial Relations Commission.

[7.2 varied by PR960568 ppc 29Jul05]

**7.2 Union** means the Liquor Hospitality and Miscellaneous Union.

**7.3 Laundry person** means an employee who is required to do washing and/or ironing and any other function in a laundry.

**7.4 Laundry hand** means an employee employed in a laundry whose major employment is not washing and/or ironing.

**7.5 Orderly** means an employee not otherwise classified in this award.

**7.5 Machinist** means an employee who cuts outs and fits uniforms or dresses to measure or pattern.

[7.6 substituted by PR928223 ppc 03Mar03]

**7.6 Storeperson (Grade 1)** – Works within established routines, methods and procedures carrying out basic stores work with limited responsibility.

**Storeperson (Grade 2)** – Is experienced in all aspects of stores work and is required to prioritise work within established routines, methods and procedures and is capable of working alone.

**Storeperson (Advanced or Leading Hand)** - A storeperson who is required to possess experience in the use of computerised Materials Management (Oracle) and/or Inventory systems in the course of his or her employment and possesses demonstrated experience in supervising staff.

**7.7 Tradesperson Cook** means an employee employed in cooking who possesses recognised qualifications in the trade of cooking.

- 7.8 All Purpose Orderly** means an orderly who is regularly required to undertake two or more of the following types of duties in addition to or in substitution for the traditional orderly duties; drive a motor vehicle, perform minor maintenance tasks, perform gardening duties or provide basic nursing care.
- 7.9 Senior Food Service Attendant** means an employee who is responsible for the reconstituting of frozen food and/or the reheating of chilled food, and the supervision of other food services, staff and other duties associated with a hospital pantry and/or kitchen.
- 7.10 Transport Officer** means a hospital employee who possesses a “B” class drivers licence and who has successfully completed the Royal Perth Hospital Based Transport Officer Training Course or its equivalent and who is required to transport dependent and/or ill patients without the assistance of a clinical escort, for the majority of his/her time on duty.
- 7.11 Regular 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 26 - Hours of Work of this award.
- 7.12 Casual Employee** means an employee engaged for a period of less than one week.
- 7.13 Rostered employee** means an employee for whom the ordinary hours of work may include work on a Sunday.
- 7.14 Accrued day(s) off** means the paid day(s) off accruing to an employee resulting from an entitlement to the 38 hour week as prescribed in Clause 26 - Hours of Work of this award.
- 7.15 Foul linen** in this award, means linen that has become soiled through contact with blood, excreta or other offensive or foul bodily substances.
- 7.16 Year of employment** for the purposes Clause 14 - Classification and Wage Rates shall mean year of service with the employing hospital.
- 7.17 Multi Purpose Services (‘MPS’)** shall mean an integrated health and aged care service delivery model provided by one service provider for rural communities within a designated area. Current services provided by an MPS may include but are not limited to, hospital, nursing home, hostel/lodge, Home and Community Care (HACC), child health, community health, allied health and other health services which may change from time to time.
- 7.18 On Call employee** shall mean an employee directed to be on call within the MPS setting. Such an employee is required to remain on the hostel/lodge premises and respond to residents' calls and is not entitled to any wage or entitlement accruing in respect of ordinary hours or time worked, or in any other additional allowances unless provided in Clause 22 - Call Allowance (MPS Sleep Shift) provision of the award.

## **8. ANTI - DISCRIMINATION**

- 8.1** It is the intention of the respondents to this award to achieve the principal object in s.3(g) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 8.2** Accordingly, in fulfilling their obligations under the dispute resolution clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 8.3** Nothing in this clause is to be taken to affect:
- 8.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - 8.3.2** junior rates of pay, until 22 June 2000 or later date determined by the Commission in accordance with s.143(1E) of the Act;
  - 8.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
  - 8.3.4** the exemptions in s.170CK(3) and (4) of the Act.

## **9. ENTERPRISE FLEXIBILITY**

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

- 9.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the workplace shall be established.
- 9.2** For the purpose of the consultative process the employees may nominate the Union or another representative to represent them.
- 9.3** Where agreement is reached application shall be made to the Commission.

## **10. INDEX OF FACILITATIVE PROVISIONS**

- 10.1** A facilitative provision is one which provides that the standard approach in an award may be departed from by agreement between an individual employer and the employee at the workplace.

**10.2** Facilitative provisions are found in the following clauses of this award:

<b>Clause Number</b>	<b>Provision</b>
26	Hours of Work
28	Overtime
32	Annual Leave

## **11. DISPUTE RESOLUTION PROCEDURE**

**11.1** In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:

- 11.1.1** The employee and their supervisor meeting and conferring on the matter; and
- 11.1.2** if the matter is not resolved at such a meeting, the parties shall arrange for further discussions between the employee and his or her nominated representative, if any, and more senior levels of management
- 11.1.3** If the matter is still not resolved a discussion shall be held between representatives of the employer and the Union or other employee representative.
- 11.1.4** If the matter cannot be resolved it may be referred to the Commission.
- 11.1.5** While the parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.
- 11.1.6** To assist in the resolution of disputes at the workplace, an authorised employee representative will be granted leave of absence of up to five days per year, without loss of pay, to attend accredited courses that are specifically directed towards effective dispute resolution.
- 11.1.7** Any such training will be agreed between the employer and the individual employee.
- 11.1.8** Payment for leave will not include shift or penalty payments or overtime.

## **12. EMPLOYMENT CATEGORIES**

All employees shall be employed as full-time, regular part-time or casual employees.

### **12.1 Full-time employment**

- 12.1.1** A full-time employee shall be employed for an average of 38 ordinary hours per week over any of the cycles prescribed in the Hours of Work, Breaks, Overtime, Shift Work, and Weekend Work Clauses in this award.

## **12.2 Regular Part-time employment**

- 12.2.1** An employer may employ regular part time employees in any classification of this award.
- 12.2.2** A regular part time employee is employed to work less than an average of 38 ordinary hours per week. Where the part time employee's hours of work cycle allows for an accrued day off, as defined in Clause 26 - Hours of Work, then such employee will be paid one fortieth (1/40) of the weekly rate prescribed by this award for the work performed.
- 12.2.3** *The exception* to this is where a regular part time employee's hours of work is less than 16 hours per week then the employer may require the employee to work a cycle which does not allow for an accrued day off, then the employee will be paid per hour one thirty eighth (1/38) of the weekly rate prescribed by this award for the work performed.
- 12.2.4** At the time of engagement the employer and regular part time employee will agree in writing, on a regular pattern of work, specifying at least the hours of work each day, which days of the week the employee will work and the actual starting and finishing times each day.
- 12.2.5** Any agreed variation to the regular pattern of work will be recorded in writing.
- 12.2.6** The employer must give the employee one days clear notice, during any roster period, of a proposed increase in hours. If the employee agrees to the increase in hours, then for the remainder of that roster the increased hours shall be considered to be the employee's ordinary hours of work.
- 12.2.7** An employer is required to roster a regular part time employee for a minimum of three consecutive hours on any shift. Exceptions to this clause are;
- 12.2.8** Where special circumstances exist as agreed between the employer, the employee and the union, a period less than three hours shall apply; or
- 12.2.9** Where that shift is for the provision of home and community care (HACC) duties within a rural health service, and where the regular client need is less than three hours the minimum shall be one hour per shift.
- 12.2.10** An employee who does not meet the definition of a regular part time employee and who is not a full time employee will be paid as a casual employee in accordance with clause 14.4 below.
- 12.2.11** All time worked in excess of the hours as mutually arranged, will be overtime and paid for at the rates prescribed in Clause 28 - Overtime, of this award.

### **13. TERMINATION OF EMPLOYMENT**

#### **13.1 Notice of Termination by employer**

**13.1.1** In order to terminate the employment of a full time or regular part time employee the employer shall give to the employee the period of notice specified in the table below:

<b>Period of continuous service</b>	<b>Period of Notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

**13.1.2** In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

**13.1.3** Payment in lieu of notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

**13.1.4** In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated.

**13.1.5** The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

**13.1.6** Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

#### **13.2 Notice of termination by an employee**

**13.2.1** The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.



**13.2.2** If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

**13.3 Time off during notice period**

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

**14. CLASSIFICATION AND WAGE RATES**

[14 substituted by PR919039 PR928223; varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**14.1** Employees covered by this award shall be paid the minimum weekly rate of wage set out below:

<b>CLASSIFICATION</b>	<b>PROPERLY FIXED MINIMUM RATES OF PAY</b>
LEVEL 1	527.90
Level 2	540.47
Level 3	553.05
Level 4	565.62
Level 5	578.20
Level 6	599.16
Level 7	620.12
Level 8	641.08
Level 9	662.04

Any future increases in rates in the award will only be applied to the minimum rates component and will be absorbed against any residual component; that is, the residual component will be reduced by the amount of the increase in the minimum rates component.

Wage rates for employees who, as at 3 March 2003 were in receipt of Annual increments under this Award are specified at Appendix B.

**14.2 Classifications within each level are outlined below:**

<b>LEVEL</b>	<b>Technical and General Services</b>	<b>Cleaning and laundry services</b>	<b>Food Services</b>	<b>Orderly and patient services</b>
1	Carpark Attendant Gardener (Other)	Cleaner Domestic	Kitchen Attendant Food Service Attendant	Orderly (Other)
	Laboratory Attendant (Grade 1)	Laundry Worker		

<b>LEVEL</b>	<b>Technical and General Services</b>	<b>Cleaning and laundry services</b>	<b>Food Services</b>	<b>Orderly and patient services</b>
2	Animal House Attendant (Gd 1)	Dry Cleaner	Canteen/Cafeteria Attendant (RPH, PMH and KEMH)	Hygiene Orderly (no Driving - RPH)
	Driver (less than 3 tonnes)	First Laundry Person		Orderly (Handling Patients)
	Gardener (Only one Employed)	First Laundry Person (Country Hospitals –where more than one employed)	Menu Assistants	
	Senior Gardener (RPH)	Washing Machine Hands (including Hydros)		
	Storeperson (Grade 1)			Ward Assistant
	Machinist (other including any alterations)			
	Machinist (other including any alterations)			
3	Animal House Attendant (Grade 2)	Central linen room supervisor (RPH)	Asst Dining Room Supervisor (RPH)	All Purpose Orderly
	Bus Driver (less than 25 passengers)	Dry Cleaner (Graylands)	Cook (other)	Birth Suite & Theatre Orderly (KEMH)
	Driver over three Tonne	Storeperson - Linen	Trainee Food Supervisor (RPH)	Call Room Orderly (RPH, Fremantle, and SCGH,)
	Gardener and Propagator (MHS)		Cook (only one employed)	CSSD Assistant (1st year)
	Gardener Herbicides (MHS)			CSSD Assistant (Thereafter)
	Groundsperson			Deputy Head Orderly (other Hospitals)
	Handyperson (non trade)			Hydrotherapy Attendant
	Head Gardener (Manjimup and Narrogin)			Programme Assistants ADA
	Laboratory Attendant Grade 2			Theatre Assistant (thereafter RPH)

<b>LEVEL</b>	<b>Technical and General Services</b>	<b>Cleaning and laundry services</b>	<b>Food Services</b>	<b>Orderly and patient services</b>
	Machinist Supervising Patients (mental Hlth) Machinist who cuts and fits Storeperson (grade 2)			Theatre Orderly
4	Bus Driver (over 25 passengers)  Storeperson (Advanced or Leading Hand)	Ass Supervisor Cleaning Services (Graylands)	Second Cook (other hospitals)	Transport Officer (R.P.H)
5	Bootmaker  Butcher, where appointed as such  Carpenter (Fremantle, Mental Health)  First Butcher  Head Gardener (Fremantle and SCGH)  Head Gardener (Kalgoorlie, Bunbury and Geraldton) Horticulturist Projectionist Hairdresser	Cleaning Services Supervisor (Lemnos) Housekeeper (Country Hospitals < 20 beds) Laundry Supervisor (Geraldton)	Cafeteria Supervisor (PMH)  First Cook (Other Hospitals)  Pantry Supervisor (KEMH)  Second Cook (RPH, SCGH, and Graylands) Senior Food Service Attendant (Hospitals < 100 beds) Tradesperson Cook	Deputy Head Orderly (Major Metropolitan Hosp) Head Orderly (KEMH) Rehabilitation Assistants (ADA)

<b>LEVEL</b>	<b>Technical and General Services</b>	<b>Cleaning and laundry services</b>	<b>Food Services</b>	<b>Orderly and patient services</b>
6		Assistant Housekeeper (SCGH) Cleaning Services Supervisor (Port Hedland) Housekeeper (Country Hospitals > 20 beds) Housekeeper (Woodside) Laundry Supervisor (Narrogin)	Dining Room Supervisor (RPH) Senior Food Service Attendant (Hospitals > 100 beds)	Deputy Head Orderly (SCGH)
7		Linen Room and Despatch Supervisor (Graylands) Linen Supervisor (SCGH)	Chef (Other Hospitals) Catering Team Leader (Fremantle)	Head Orderly (Shenton Park)
8			Chef (RPH and MHS)	
9				Head Orderly (SCGH) Orderly and Transport Services Coordinator

### 14.3 Junior Hospital Employees

**14.3.1** The minimum rate of wage payable to junior employees shall be the following percentage of the prescribed wage during the first year of employment for an adult employee doing the same class of work.

	%
Under 17 years of age	60
Under 18 years of age	70
Under 19 years of age	80
At 19 years of age	100

**14.3.2** The percentages outlined above will also apply for the purpose of calculating the shift penalty loading payable pursuant to 17.1.1, 17.1.2 and 17.1.3 below.

#### **14.4 Telephonists and receptionists (Graylands)**

The rates payable from time to time to telephonists in the public service shall apply.

#### **14.5 Casual employees**

Casual employees shall be paid at the rate of 20 per cent in addition to the rates herein prescribed.

#### **14.6 Accrued Day/s Off**

An employee who regularly performs shift or weekend work shall be paid for Accrued Days Off, including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

#### **14.7 Arbitrated Safety Net Adjustments**

[14.7 substituted by PR934039 PR947603; PR960568 ppc 29Jul05]

14.7.1 The rates of pay in this award include the arbitrated safety net adjustment payable under the *safety Net Review—Wages June 2005* decision [PR002005]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

14.7.2 Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

### **15. TRANSITIONAL PROVISIONS FOR THE TRANSFER OF CLASSIFICATIONS TO A MULTI PURPOSE SERVICE (MPS)**

**15.1** This clause applies to employees transferring from employment under the *Aged and Disabled Persons Hostels' (ALHMWU) Interim Award 1996* or *Aged and Disabled Persons Hostels Award, 1987* onto this award as part of the establishment of a Multi Purpose Service as defined in 7.18 - Definitions and who are employed in the hostel/lodge setting of the MPS. These employees shall be classified as follows:

**15.2.1** Employees previously employed as Domestic under the *Aged and Disabled Persons Hostels' (ALHMWU) Interim Award 1996* or *Aged and Disabled Persons Hostels Award, 1987* will be classified as Hospital Worker Level One;

- 15.2.2 Employees previously employed as Assistant Supervisors under the *Aged and Disabled Persons Hostels' (ALHMWU) Interim Award 1996* or *Aged and Disabled Persons Hostels Award, 1987* will be classified as Hospital Worker Level Five;
- 15.2.3 Employees previously employed as Supervisors under the *Aged and Disabled Persons Hostels' (ALHMWU) Interim Award 1996* or *Aged and Disabled Persons Hostels Award, 1987* will be classified as Hospital Worker Level Six; and
- 15.2.4 Those employees whose normal place of work is the hospital and who are required to work an occasional shift in the hostel/lodge at a higher classification as part of their ordinary hours shall be paid in accordance with Clause 24 - Higher Duties of this award.
- 15.2.5 Those employees whose employment is transferred as part of the establishment of an MPS shall not suffer any reduction in pay or conditions of employment as a consequence of the transfer.
- 15.2.6 Enrolled Nurses may voluntarily agree to work shifts in the MPS setting in classification of Level 5 and 6 of the award when those shifts are in addition to normal contracted hours.

**16. APPRENTICES**

**16.1 Apprentices Wages**

16.1.1 The weekly rate shall be a percentage of the tradesperson's rate as hereunder:

	<b>% of Tradesperson's Weekly Rate</b>
<b>Four Year Term</b>	
First year	42
Second year	55
Third year	75
Fourth year	88
<b>Three and a Half year Term</b>	
First six months	42
Next year	55
Next following year	75
Final year	88
<b>Three Year Term</b>	
First year	55
Second year	75
Third year	88

16.1.2 For the purposes of this part "tradesperson's rate" means the rate of wage payable to a tradesperson cook as defined in Clause 14 - Classification and Wage Rates above.

## **17. SHIFT, WEEKEND AND PUBLIC HOLIDAYS PAYMENT AND ALLOWANCES**

[17 varied by PR907526; substituted by PR919039 ppc 24Jun02]

### **17.1 Shift, Weekend and Public Holidays Payment**

#### **17.1.1 Shift work Payment**

In addition to the ordinary rate of wage prescribed by this Award and where consistent with the provisions contained in Clause 17 - Shift work the following will apply :

[17.1.1(a) varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**17.1.1(a)** A loading of \$2.11 per hour or pro rata for part thereof shall be paid for time worked on afternoon or night shift.

[17.1.1(b) varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**17.1.1(b)** A loading of \$3.17 per hour or pro rata for part thereof shall be paid for time worked on permanent afternoon or night shift.

#### **17.1.2 Weekend Work Payment**

In addition to the ordinary rate of wage prescribed by this award and where consistent with the provisions contained in Clause 30 - Weekend Work the following will apply:

[17.1.2(a) varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**17.1.2(a)** A loading of \$8.47 per hour or pro rata for part thereof for ordinary hours worked between midnight on Friday and midnight on Saturday.

[17.1.2(b) varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**17.1.2(b)** A loading of \$16.97 per hour or pro rata for part thereof for ordinary hours worked between midnight on Saturday and midnight on Sunday.

#### **17.1.3 Public Holiday Payment**

In addition to the ordinary rate of wage prescribed by this award and where consistent with the provisions contained in Clause 33 - Public Holidays the following will apply:

[17.1.3(a) varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**17.1.3(a)** An employee required to work on a day observed as a public holiday shall be paid a loading of \$24.87 per hour or pro rata for part thereof in addition to his/her ordinary rate of wage; or

[17.1.3(b) varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**17.1.3(b)** If the employer agrees be paid a loading of \$8.47 per hour or pro rata for part thereof in addition to his/her ordinary rate of wage and be entitled to observe the holiday on a day mutually acceptable to the employer and employee.

**17.1.3(c)** *Except* that Selby Lodge/Lemnos and Graylands employees (other than gardening staff), will be paid in accordance with subclause 17.1.3(b) provided that the employees be entitled to payment prescribed by subclause 17.1.3(a) where in any specified 12 month period the employee has accumulated 5 days in lieu of public holidays.

**17.1.4(d)** The additional payments for public holidays contained in 17.1.3(a) and 17.1.3(b) above, are in substitution for any additional payments for work done on afternoon and/or night shift.

## **18. DISTRICT ALLOWANCE**

**18.1** For the purposes of this clause the following terms shall have the following meaning:

**18.1.2** **Dependant** in relation to an employee means:

**18.1.2(a)** a spouse; or

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

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

**18.1.3** **Partial Dependant** in relation to an employee means:

**18.1.3(a)** a spouse; or

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

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



- 18.1.4** **Spouse** means an employee's spouse including de facto spouse.
- 18.1.5** **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.
- 18.1.6** For the purposes of this clause, the boundaries of the various districts shall be as described in 18.1.6(a) to 18.1.6(f) below and as delineated in 18.1.10 below.

**District:**

- 18.1.6(a)** The area within a line commencing on coast; then east along latitude 28 to a point north of Talling Peak; then due south to Talling Peak; then southeast to Mt Gibson and Burracoppin; then to a point southeast at the junction of latitude 32 and longitude 119; then south along longitude 119 to coast.
- 18.1.6(b)** 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; then west along latitude 30 to the boundary of No. 1 District.
- 18.1.6(c)** The area within a line commencing on coast at latitude 26; then along latitude 26 to longitude 123; then south along longitude 123 to the boundary of No. 2 District.
- 18.1.6(d)** The area within a line commencing on the coast at latitude 24; then east to the South Australian border; then south to the coast; then along the coast to longitude 123; then north to the intersection of latitude 26; then west along latitude 26 to the coast.
- 18.1.6(e)** That area of the State situated between the latitude 24 and a line running east from Carnot Bay to the Northern Territory border.
- 18.1.6(f)** That area of the State north of a line running east from Carnot Bay to the Northern Territory border.
- 18.1.7** An employee shall be paid a district allowance at the standard rate prescribed in Column II of 18.1.10 below, 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 18.1.10 below, the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of 18.1.10 below.
- 18.1.8** An employee who has a dependant shall be paid double the district allowance prescribed by 18.1.7 above for the district, town or place in which the employee's headquarters is located.

**18.1.9** Where an employee has a partial dependant the total district allowance payable to the employee shall be the district allowance prescribed by 18.1.7 above, plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full time capacity under the Award, Agreement or other provision regulating the employment of the partial dependant.

[18.1.10 substituted by PR907526; varied by PR934039; PR960568 ppc 29Jul05]

**18.1.10** The weekly rate of district allowance payable to employees pursuant to 18.1.7 above, shall be as follows:

<b>COLUMN I DISTRICT</b>	<b>COLUMN II STANDARD RATE \$ per week</b>	<b>COLUMN III EXCEPTIONS TO STANDARD RATE Town or place</b>	<b>COLUMN IV RATE \$ per week</b>
6	68.48	Nil	Nil
5	55.98	Fitzroy Crossing Halls Creek Turner River Camp Nullagine  Liveringa (Camballin) Marble Bar Wittenoom  Karratha  Port Hedland	75.33     70.12   66.02  61.25
4	28.20	Warburton Mission  Carnarvon	76.00  26.50
3	17.82	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	28.19

<b>COLUMN I DISTRICT</b>	<b>COLUMN II STANDARD RATE \$ per week</b>	<b>COLUMN III EXCEPTIONS TO STANDARD RATE Town or place</b>	<b>COLUMN IV RATE \$ per week</b>
2	12.60	Kalgoorlie Boulder	4.21
	12.41	Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance	16.81
1	Nil	Nil	Nil

(Note: In accordance with 18.1.8 above, employees with dependants shall be entitled to double the rate of district allowance shown.)

- 18.1.11** 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.
- 18.1.12** When an employee on long service leave or other approved leave with pay (other than annual recreation leave), the employee shall only be paid district allowance for the period of such leave if the employee, dependants or partial dependants remain in the district in which the employee's headquarters is situated.
- 18.1.13** 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.
- 18.1.14** Except as provided in 18.1.13 above, 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.
- 18.1.15** Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in 18.1.10 above, 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 18.1.7, 18.1.8 or 18.1.9 above, for the district in which the employee spends the greater period of time.
- 18.1.16** When an employee is provided with free board and lodging by the employer or a public authority the allowance shall be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.

- 18.1.17** 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.
- 18.1.18** The rates expressed in 18.1.10 above, shall be adjusted every twelve (12) months ending on 31 December in accordance with the official "Consumer Price Index" for Perth as published by the Australian Bureau of Statistics.
- 18.1.19** 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. FARES AND TRAVELLING ALLOWANCE**

- 19.1** Where an employee is required during their normal working hours, by the employer, to work outside their usual place of employment the employer shall pay the employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with the following.
- 19.2** Where an employee is required and authorised to use their own motor vehicle in the course of their duties they shall be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangements as to car allowance not less favourable to the employee.
- 19.3** Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.
- 19.3.1** A year for the purpose of this clause shall commence on the first day of July and end on the thirtieth day of June next following.

[19.4 substituted by PR907526; PR943991 ppc 23Feb04]

- 19.4** Rates of Hire for use of employee's own vehicle on employer's business.

**Schedule 1 - Motor Vehicle Allowance**

Area and Details	Engine Displacement (in cubic centimetres)		
	Over 2600cc	1600 - 2600cc	Under 1600cc
Cents per Kilometre			
Metropolitan Area	69.0	58.9	48.9
South West Land Division	71.5	61.1	51.0
North of 23.5° South Latitude	78.7	67.3	56.4
Rest of State	73.7	62.9	52.4

**Schedule 2 - Motor Cycle Allowances**

<b>Distance Travelled During a Year on Official Business</b>	<b>Rate</b>
Rate Per Kilometre	Cents per Kilometre 23.9

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

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

**20. EMPLOYEES LIVING NORTH OF THE 26 DEGREE SOUTH LATITUDE**

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

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

**20.3** An employee who proceeds on annual leave before having completed the necessary year of continuous service may be given approval for the additional five working days' leave provided the leave is taken at the employer's convenience and provided the employee returns to that region to complete the necessary service.

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

<b>Completed Months of Additional Service in the region after initial year of service</b>	1	2	3	4	5	6	7	8	9	10	11
<b>Pro Rata Additional annual leave (working days)</b>	0	0	1	1	2	2	2	3	3	4	4

**20.5** Where payment in lieu of pro rata annual leave is made on the death, resignation or retirement of an employee in the region, in addition to the payment calculated on a four week basis, payment may be made for the pro rata entitlement contained in 20.4 above.

**20.6** Employees who are tenants occupying Government Employees Housing Authority (GEHA) houses equipped with gas hot water systems are eligible for a reimbursement up to a maximum of \$19.00 per month.

**20.7** Employees who have dependent school age children resident with them shall receive an allowance of \$100 per annum per child to a maximum of \$400 per annum per family.

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

**20.9** Provided that the entitlement referred to in 20.8 above, will only be available to employees who have worked continuously in the area for 12 months.

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

**20.11** The concession shall be available in the following manner:

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

**20.11.2** full motor vehicle allowance for the car trip at the rates prescribed in Clause 19 - Fares and Travelling Allowances, provided that reimbursement shall not exceed the cost of a return air fare to Perth for the employee and dependants.

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

#### **20.12 Paid Travelling Time**

**20.12.1** In the case of travel as described in 20.11.1 above, one day, each way, travelling time shall be paid for as though worked.

**20.12.2** In the case of travel as described in 20.11.2 above, employees shall be entitled to the following travelling time, paid for as though worked:

**20.12.2(a)** employees stationed north of the 20th degree parallel 2.5 days each way; or for the remainder two days each way.

**20.12.2(b)** The mode of travel shall be at the discretion of the employer.

**20.12.3** A travel concession, not utilised within 12 months of becoming due, will lapse.

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

### **21. TRANSFER ALLOWANCE**

**21.1** Where practicable, at least fourteen days previous written notice will be given to an employee requiring to transfer from one hospital to another.

- 21.2 An employee who is transferred from one place to another will be entitled to travelling accommodation between the places of transfer and to full payment of wages during the time of leaving duty and taking up his or her new duties.
- 21.3 An employee will be allowed the actual cost of any meal purchased. Meal times will be 8am, 1pm and 6pm. 47 cents for each morning and afternoon tea will be allowed when travelling at 11am and 4pm. Reasonable portage will be allowed. Claims for taxi fares must be supported by receipts for the fares claimed.
- 21.4 The meal allowance in 21.3 above, will not be made for journeys completed between the ordinary meal times.

## 22. CALL ALLOWANCE (MPS SLEEP SHIFT)

- 22.1 Employees in the hostel/lodge setting of an MPS and who are required to remain on the hostel/lodge premises and to respond to resident's calls shall be:
- 22.1.1 deemed to be on call; and
- 22.1.2 paid an on call allowance at the rate prescribed in 22.8 below, for each such hour.
- 22.2 Time spent on call shall not be regarded as ordinary hours or as time worked for any purpose whatsoever.
- 22.3 Payment of the on call allowance referred to in 22.1 above, shall be payment for work undertaken by the employee during any continuous period of on call unless the work is in excess of either:
- 22.3.1 one hour; or
- 22.3.2 two call outs.
- 22.4 For the purpose of 22.3 above, time spent by an employee in attending to residents or securing the premises of the employer shall be regarded as a call out.
- 22.5 An employee shall not be required to undertake any other duty of employment whilst on call.
- 22.6 Subject to 22.3 above, an employee called out to work shall be paid at overtime rates for the period of the call out with a minimum payment of 30 minutes, provided that **payment is not made twice for the same period.**
- 22.7 An on call period shall not exceed 12 hours unless the premises at which the employee is required to remain is the employee's principal place of residence, in which case the employee may be on call for up to 14 hours.

**22.8** The hourly on call rate is \$5.60.

**22.9** An employee shall not be entitled to the on call allowance prescribed by this clause for any hour in respect of which she or he is entitled to payment for ordinary hours or overtime.

**22.10** All other conditions of employment for those employees working in the hostel/lodge setting of an MPS shall be in accordance with the rest of this award.

## **23. MISCELLANEOUS ALLOWANCES**

[23 substituted by PR919039 ppc 24Jun02]

In addition to the rates contained above in Clause 14 - Classification and Wage Rates, the following allowances shall be paid:

### **23.1 Overtime - Meal Allowance**

[23.1.1 varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**23.1.1** Where an employee is required to work overtime and such overtime is worked for a period of at least two hours in excess of the required daily hours of work, the employee shall be provided with a meal free of cost, or shall be paid the sum of \$8.73 as meal money.

### **23.2 Foul Linen Allowance**

[23.2.1 varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**23.2.1** Employees handling **foul linen** in the course of their duties shall be paid 93 cents per hour or any part thereof, to a maximum of \$2.86 per day.

**23.2.2** Employees handling materials such as carpet tiles, curtains, sealed bags of fabric which have become soiled in the same manner as defined above in 7.16 above will be paid that allowance.

[23.3 varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**23.3** Orderlies employed on boiler firing duties - \$1.99 per day.

[23.4 varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**23.4** Orderlies required to handle a cadaver - \$1.65 per hour with a minimum payment of one hour.



[23.5 varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**23.5** Orderlies - Sir Charles Gairdner Hospital, sterilising sputum mugs - \$1.99 per day.

[23.6 varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**23.6** A storeperson required to operate a ride-on power operated tow motor, a ride-on power operated pallet truck or a walk-beside power operated high lift stacker in the performance of his/her duties shall be paid an additional \$0.42 per hour whilst so engaged.

[23.7 varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**23.7** A storeperson required to operate a ride - on power operated fork lift, high lift stacker or high lift stock picker or a power operated overhead traversing hoist in the performance of his/her duties shall be paid an additional \$0.55 per hour whilst so engaged.

[23.8 varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**23.8** A Food Service Attendant who is required to reconstitute frozen food and/or reheat chilled food, in addition to or in substitution of their normal duties, shall be paid an allowance of \$0.68 per hour or part thereof while so engaged.

### **23.9 Leading Hand Allowance**

**23.9.1** Any employee, other than those classifications which specify the employee is required to be in charge of other employees, shall be paid the following allowances where the employee is placed in charge.

[23.9.1(a) varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**23.9.1(a)** not less than three and not more than ten other employees shall be paid \$19.66 per week in addition to the ordinary wage prescribed by this clause;

[23.9.1(b) varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**23.9.1(b)** more than ten and not more than 20 other employees shall be paid \$29.44 per week in addition to the ordinary wage prescribed by this clause;

[23.9.1(c) varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**23.9.1(c)** more than 20 other employees shall be paid \$39.20 per week in addition to the ordinary wage prescribed by this clause.

### **23.10 Laundry/Clothing Allowance**

[23.10.1 varied by PR934039 PR947603; PR960568 ppc 29Jul05]

**23.10.1** All washable clothing forming part of the uniforms supplied by the employer shall be laundered free of cost to the employee. Provided that in lieu of such free laundering the employer may pay the employee \$1.37 per week to partly cover the cost of same.

**23.10.2** Where the employer requires an employee to wear any special or protective clothing or uniform the employer must reimburse the employee for the cost of purchasing such special or protective clothing or uniform. The provisions of this clause do not apply where the special or protective clothing is supplied to the employee or paid for by the employer.

### **24. HIGHER DUTIES**

**24.1** An employee who performs duties which carry a higher minimum wage rate than that which the employee usually performs shall be entitled to the higher rate while so employed.

**24.2** Where such employee is engaged in the higher grade of work for more than two hours on any day or shift, the employee shall be paid the higher rate for the whole day or shift.

**24.3** An All Purpose Orderly who drives in excess of 15 hours per week shall be entitled to higher duties payment for such hours in excess of 15 hours per week.

**24.4** Higher duties do not apply where an employee is required to act in another position while the permanent employee is on a single Accrued Day Off as defined below in Clause 26 - Hours of Work.

### **25. PAYMENT OF WAGES**

**25.1** Wages shall be paid fortnightly. Overtime and penalty rates where applicable shall be paid at least monthly.

**25.2** No deduction shall be made from an employee's wages unless the employee has authorised such deduction in writing.

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

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

**25.5** Where such form of payment is impractical and some exceptional circumstances exist and by agreement between the employer and the employee, payment by cheque may be made.

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

## **26. HOURS OF WORK**

**26.1** The ordinary hours of work of all full-time employees shall be an average of 38 hours per week over any five days of the week to be worked in one of the following cycles:

**26.1.1** A four week cycle of 19 days of eight hours each with 0.4 of one hour each day worked accruing as an entitlement to take the 20th day in each cycle as a day off and paid for as though worked.

**26.1.2** Actual hours of 76 hours over nine days per fortnight with the tenth day to be taken as an unpaid rostered day off.

**26.1.3** Actual hours of 40 per week or 80 per fortnight with two hours of each week's work accruing as an entitlement to a maximum of 12 days off in each 12 months period. When working this cycle accrued days shall be taken as follows:

**26.1.3(a)** A minimum period of one week made up of five consecutive accrued days off in conjunction with a period of annual leave or at a time mutually acceptable to the employer and the employee.

**26.1.3(b)** Where an employer and employee mutually agree, accrued days off can be taken in single day absences.

**26.1.4** In addition to the workcycles in this subclause and by agreement between the employer and employee a work cycle of 38 hours per week or 76 hours per fortnight or any other method agreed may be worked.

**26.2** In reaching agreement pursuant to 26.1.4, where the union has members at the enterprise covered by the award, the union must be informed of the intention by the employer to use the facilitative provision and must be given reasonable opportunity to participate in the negotiations. Union involvement in the process does not mean that the consent of the union is required prior to the introduction of the new work cycle.

### **26.3 Maximum daily ordinary hours**

**26.3.1** The spread of hours of work shall be from the time an employee signs on duty at the beginning of a shift until the employee signs off at the completion of the shift.

- 26.3.2** The spread of hours of any one shift can not exceed ten hours.
- 26.3.3** *The exception to this is* where a spread of hours exceeding 10 hours but not exceeding 11.5 hours, allows for the work to be undertaken without additional staff and / or expense.

#### **26.4 Changing ordinary hours of work/rostering arrangements**

- 26.4.1** Changes to rostering arrangements will be designed to improve productivity, efficiency and cost effectiveness in the workplace.
- 26.4.2** Any proposed roster variations for each site or subsite shall be explained to the employees concerned and to the union for consideration.
- 26.4.3** Consultation will then occur between site management and employees, to allow agreement to be reached on the new roster for the ordinary hours of work.

#### **26.5 Substituting accrued day off**

Where the employer and employee by agreement, substitute the employee's accrued day off for another day, then the accrued day off shall become an ordinary working day.

#### **26.6 Maximum number of consecutive rostered days of work**

Where practicable, an employee's ordinary hours of work will not be rostered over more than six consecutive days.

#### **26.7 Rosters**

- 26.7.1** A roster setting out the ordinary hours of work shall be displayed by the employer where it can be easily seen by all affected employees.
- 26.7.2** The roster will show the start and finish times for each employee as well as breaks of shift; and each employees rostered days off.

#### **26.8 Posting and changes to rosters**

- 26.8.1** The roster will be posted at least 48 hours before it comes into operation and may only be altered:
- 26.8.1(a)** Because of a circumstance which the employer could not have reasonably foreseen; and
  - 26.8.1(b)** Where the employee concerned is notified before the end of the shift immediately prior to the changed shift or on the day before the changed shift commences.

## **26.9 Roster of Accrued Days Off**

- 26.9.1** A roster for Accrued Days Off will be posted at least four weeks before it comes into operation.
- 26.9.2** A roster for Accrued Days Off may allow an employee to take Accrued Days Off before they become due.

## **26.10 Minimum 10 hour break between ordinary hours of work**

- 26.10.1** An employee shall have a minimum of 10 hours break between the finish of one shift and the commencement of the next shift.
- 26.10.2** *The exception to this* is at the change of roster, where an employee may complete a night shift and be next rostered for afternoon shift.

## **26.11 Hospitals where daily average of occupied beds does not exceed four**

There will be no fixed hours of duty in hospitals where the daily average of occupied beds does not exceed four. This daily average will be calculated on the actual inpatient days only, outpatients and babies are not to be included for the purposes of these calculations.

## **27. BREAKS**

- 27.1** An employee can not work more than five hours without a break.
  - 27.1.1** There will be no more than three breaks in any shift including meal breaks.
  - 27.1.2** A meal break will be for a period of at least 30 minutes but not greater than one hour for each meal.
  - 27.1.3** *The exception to this provision* is that night shift employees will work a straight shift of eight hours which will include a paid meal break during which the employee will be on call.

## **28. OVERTIME**

### **28.1 Overtime Entitlement**

- 28.1.1** Overtime means all time required to be worked in excess of the ordinary rostered hours of duty prescribed in Clause 26 - Hours of Work on any day the employee is rostered on duty.

- 28.1.2** Overtime will be paid for at the rate of time and one half for the first two hours and double time after that, calculated on an employee's hourly award rate.
- 28.1.3** *The exception to this* is that overtime worked on a Public Holiday will be paid at time and one half in addition to the employee's ordinary hourly award rate of pay.
- 28.1.4** Overtime will be paid in addition to the weekend or shift rates as the case may be.

## **28.2 Overtime Rates -on a rostered day off**

- 28.2.1** All work performed by rostered employees on any day on which they are rostered off duty or days worked in excess of those provided in Clause 26 - Hours of Work will be paid at the rate of double time.
- 28.2.2** *The exception to this* is where the day worked is a public holiday then double time and one half will be paid.

## **28.3 Time off instead of payment for overtime**

- 28.3.1** When overtime is required because of the failure of another employee to report for duty and when agreed by both the employee and the employer, time off equivalent to the time worked may be granted instead of payment for overtime.
- 28.3.2** *The exception is* where a full additional shift is required then overtime rates will be paid.
- 28.3.3** Overtime worked on any day stands alone.
- 28.3.4** An employee who is recalled to work after leaving the workplace at the end of their shift will be paid a minimum of three hours at overtime rates.
- 28.3.5** Overtime rates apply until 10 hour break between shifts.
- 28.3.6** Where an employee does not have the 10 hour break as required in subclause the employee will be paid overtime until the employee has a 10 hour break between shifts.
- 28.3.7** Where the agreed length of a shift is extended past eight hours per day in accordance with Clause 26 - Hours of Work, overtime will be payable for time worked in excess of the rostered shift.
- 28.3.8** In the case of part-time employees overtime will be payable after the ordinary rostered hours worked have been worked for that day.
- 28.3.9** Where an employee is required to work overtime for a period of at least two hours in excess of the daily required hours of work, the employee will be provided with a free meal or will be paid the overtime meal allowance contained in Clause 23 - Miscellaneous Allowances.

## **9. SHIFTWORK**

**29.1** For the purposes of this clause:

**29.1.1** **Afternoon Shift** means any shift commencing between 12 noon and 6pm.

**29.1.2** **Night Shift** means any shift commencing between 6 pm and 4 am.

**29.1.3** **Permanent Afternoon Shift** or **Permanent Night Shift** means where an employee works either an afternoon or night shift as part of a non-rotating roster.

**29.2** The allowances to be paid to employees for working shift work and permanent shift work are contained in Clause 17 - Shift, Weekend and Public Holiday Payment.

**29.3** The shift allowance shall not apply to an employee who commences on or after 12 noon and completes the hours of that shift at or before 6pm on that day.

## **30. WEEKEND WORK**

**30.1** For the purposes of this clause:

**30.1.1** **Weekend work** means where an employee whose ordinary hours of work are rostered between 12 midnight on Friday and 12 midnight on Sunday.

**30.1.2** The Saturday and Sunday allowances to be paid to employees whose ordinary hours are rostered on Saturday and/or Sunday are contained in Clause 17 - Shift, Weekend and Public Holiday Payment.

**30.2** The allowance prescribed for Saturday and/or Sunday work are in substitution for and not cumulative on the allowances defined for Shift Work contained in Clause 17 - Shift, Weekend and Public Holiday Payment.

## **31. CASUAL EMPLOYEES**

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

## **32. ANNUAL LEAVE**

**32.1** A full-time employee is entitled to a period of four weeks (152 hours) consecutive annual leave for each year of service.

**32.2** A part-time employee shall accrue annual leave based on the proportion that the average number of hours worked over the accrual period bears to the full-time entitlement for annual leave.

**32.3** Annual leave accrues on a pro rata weekly basis.

## **32.4 Shift Workers**

- 32.4.1** An employee whose ordinary hours of work regularly rotate afternoon and/or night shift with day shift as defined in Clause 29 -Shiftwork, shall be granted an additional week's leave.
- 32.4.2** An employee who works afternoon or night shifts, which are not subject to regular rotation, shall be granted an additional day's leave (up to an extra five days) for each seven weeks actually worked on afternoon and/or night shift.
- 32.4.3** An employee who has worked thirty one weeks on non-rotating shifts shall be granted an additional weeks leave.
- 32.5** Orderlies and ward assistants at Selby Lodge/Lemnos and Graylands are entitled to five consecutive weeks of leave.
- 32.6** Orderlies and ward assistants at Selby Lodge/Lemnos and Graylands will not be eligible for an additional week's leave pursuant to the provisions of subclause 32.4.1, 32.4.2 and 32.4.3 above.
- 32.7** Before starting any period of annual leave each employee will be paid for that period of leave as follows:
- 32.7.1** where an employee has worked less than the full time hours per week specified in Clause 26 - Hours of Work over the accrual period for which annual leave is being taken, the hours for which payment if made shall be calculated on an average of the number of hours worked per week during the accrual period.
- 32.7.2** payment will be at the rate of wage the employee would have received had he/she not proceeded on leave, including any shift and weekend penalties.
- 32.7.3** where it is not possible to calculate the shift and weekend penalties the employee would have received, the employee will be paid at the rate of the average of such payments made each week over the four weeks prior to taking the annual leave.
- 32.7.4** where an employee has been on higher duties for at least half of he calendar month before starting leave then they will receive the higher rate of pay while on that leave.
- 32.8** In addition to the payments contained above in 32.7 above, employees on annual leave will be paid leave loading as follows:
- 32.8.1** Perth Dental Hospital employees will be paid in addition to their weekly rate of pay, defined in Clause 14 - Classifications and Wage Rates, a loading of 17.5 per cent of the rate of pay for the period of leave.



- 32.8.2** All other employees will receive an additional 18.75 per cent leave loading payment calculated on their base rate of pay.
- 32.8.3** *The exception to this is that employees who receive payment for penalties while on annual leave will receive the 18.75 per cent loading or the penalty payments whichever is the greater.*
- 32.8.4** Provided that the maximum loading payable for each week of leave shall not exceed one quarter of the amount set out in the Australian Bureau of Statistics publication 'average weekly earnings per male employed unit', in Western Australia for the September quarter immediately preceding the date the leave became due, provided further that the limitation will not affect an employee's entitlement to any payments by way of shift or weekend penalties under this subclause.
- 32.8.5** The leave loading prescribed by this subclause will not apply on termination to annual leave accrued since an employee's last anniversary date.
- 32.9** An employee may, with the employer's agreement be allowed to take annual leave before it has accrued.
- 32.10** An employee will be given at least four weeks' notice of the commencement date of their leave.
- 32.11** Annual leave may be taken in two portions if requested by the employee, on the condition that no portion will be less than two consecutive weeks.
- 32.12** By agreement between the employer and the employee, annual leave may be further split on one additional occasion on the condition that no portion shall be less than one week.
- 32.13** When an employee requests that their annual leave be split into two or three portions the employer will make every reasonable effort to accommodate the employee's request.
- 32.14** Employees continue to accrue annual leave while:
- 32.14.1** on annual leave
  - 32.14.2** on long service leave
  - 32.14.3** observing a public holiday prescribed by this award
  - 32.14.3** on the first 3 months of sick leave (with or without pay)
  - 32.14.4** on the first six months of absence due to workers' compensation
- 32.15** When an employee proceeds on four weeks annual leave as defined above in Clause 32.1, there will be no accrual towards an Accrued Day Off.

**32.16** Accrual towards an Accrued Day Off shall continue during any other period of annual leave prescribed by this clause.

**32.17** At termination of employment employees will be paid 2.92 hours pay at the rates defined in this clause for each week of annual leave not already taken.

**32.17.1** *The exception to this* is that orderlies and ward assistants at Selby Lodge/Lemnos and Graylands, who are entitled to an additional weeks leave, will be paid 3.65 hours pay for each week of annual leave not already taken.

**32.17.2** Leave paid out on termination does not include leave loading on leave which has accrued since the last anniversary date.

**32.18** If at termination an employee has taken more leave than has been accrued, the employee will pay back that leave. The employer may deduct any money owing from the employee's final pay.

### **33. PUBLIC HOLIDAYS**

#### **33.1 Prescribed Public Holidays**

**33.1.1** Employees, shall be entitled to the following holidays without loss of pay :

New Year's Day	Australia Day
Good Friday	Easter Monday
Anzac Day	Labour Day
Foundation Day	Sovereign's Birthday
Christmas Day	Boxing Day

*or* such other day instead of any of the days named above. Additional public holidays proclaimed under Section 7 of the *Public and Bank Holidays Act 1972* will be observed as public holidays under this award in accordance with the proclamation.

**33.2** Where any of the above listed public holidays fall on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday.

**33.3** When Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday.

**33.4** The public holiday loading will then be payable on the day on which the respective public holiday is observed.

**33.5** When any of the above listed public holidays fall during an employee's period of annual leave the public holiday or public holidays shall be observed on the next succeeding work day or days as the case may be after the completion of that period of annual leave.

- 33.5.1** *The exception to this* is that employees at Selby Lodge/Lemnos and Graylands (other than gardening staff) will take the first five public holidays occurring in any 12 months period at the conclusion of the next period of annual leave.
- 33.5.2** The remaining public holidays are to be taken at a time agreed between the employer and employee within a 12 month period of the public holiday becoming due. If not taken during this time the public holiday will be paid out at the current ordinary rate of pay.
- 33.6** When any public holiday falls on a day when a rostered employee is rostered off duty and the employee has not been required to work on that day the employee will be paid as if the day was an ordinary working day. However, if the employer agrees the employee may instead be allowed to take a day's holiday instead of the public holiday, at a time acceptable to both the employer and the employee.
- 33.6.1** *Except* where rostered employees at Selby Lodge/Lemnos and Graylands (other than gardening staff) are rostered off duty and the employee has not been required to work on that day then the employee will only be allowed to take a day's holiday instead of the public holiday, at a time acceptable to both the employer and the employee.
- 33.7** When a public holidays falls on a day when an employee is on an Accrued Day Off the employee will be allowed to take a day's holiday instead of the public holiday on a day immediately following the employee's annual leave or at a time acceptable to both the employer and the employee.
- 33.8** An employee while on a public holiday will continue to accrue an entitlement to an Accrued Day Off.
- 33.9** Where public holidays fall during a period of absence due to leave without pay or workers' compensation it will not be a paid holiday.
- 33.9.1** *Except* that if the employee is available immediately preceding or following the public holiday then it shall be a paid holiday.
- 33.10** The payment for public holidays for employees covered by this award are contained in Clause 17 - Shift, Weekend and Public Holiday Payment.

## **34. PERSONAL LEAVE**

[34 substituted by PR928223 ppc 03Mar03]

### **34.1 Amount of Paid Personal Leave**

- 34.1.1** Paid personal leave will be available to an employee when he or she is absent due to:

- 34.1.1(a) personal illness or injury (sick leave); or
- 34.1.1(b) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave); or
- 34.1.1(c) bereavement on the death of an immediate family or household member (bereavement leave).

34.1.2 Personal leave accrues pro rata on a weekly basis.

34.1.3 In any year unused personal leave accrues at the rate of the lesser of:

- 34.1.3(a) 76 hours less the amount of sick leave and carer's leave taken during the year; or
- 34.1.3(b) the balance of that year's unused personal leave.

34.1.4 Personal leave shall continue to accrue until used.

## 34.2 Immediate Family or Household

34.2.1 The entitlement to use personal leave for the purposes of carer's or bereavement leave is subject to the person being either:

- 34.2.1(a) a member of the employee's immediate family; or
- 34.2.1(b) a member of the employee's household.

34.2.2 The term "*immediate family*" includes:

- 34.2.2(a) **spouse** (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A **de facto spouse** means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- 34.2.2(b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

## 34.3 Sick Leave

**Sick leave** is leave to which an employee other than a casual is entitled without loss of pay because of his or her personal illness or injury.

### **34.3.1 Entitlement**

**34.3.1(a)** A full time employee is entitled to use up to 10 working days (76/80 hours) of personal leave as sick leave each year.

A part time employee will accrue paid sick leave based on the proportion of the number of hours worked each week bear to 38/40 hours per week.

**34.3.1(b)** Accumulated personal leave may be used as sick leave if the current sick leave entitlement is exhausted.

**34.3.1(c)** An employee proceeding on sick leave shall be paid the wages, including shift and weekend penalties that they would have received had they not proceeded on sick leave.

**34.3.1(d)** When an employee is absent on an Accrued Day Off then the employee cannot convert that day to sick leave.

**34.3.1(e)** An employee absent on paid sick leave will continue to accrue entitlement to an Accrued Day Off in the terms of Clause 26 – Hours of Work.

**34.3.1(f)** In the event of the employee not being entitled to the amount of paid sick leave required at the time of illness or injury, a paid sick leave adjustment may be made at the end of each anniversary year for such circumstances.

**34.3.1(g)** An employee may take unpaid sick leave by agreement with the employer if all entitlements to personal leave have been exhausted.

### **34.3.2 Employee must give notice**

**34.3.2(a)** Other than in extraordinary circumstances notice of taking sick leave must be given to the employer within 24 hours of the commencement of the absence.

**34.3.2(b)** If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

**34.3.2(c)** If an employee is receiving workers' compensation payments, he or she is not entitled to sick leave.

### **34.3.3 Evidence supporting claim**

Employees will not be entitled to paid sick leave unless they provide reasonable proof of the sickness to the employer. The employer is not entitled to ask for a medical certificate for absences of less than three consecutive working days unless the total of such absences exceed five days in any one anniversary year.

### **34.3.4 Employee may claim to convert annual leave to sick leave**

**34.3.4.1** An employee who suffers personal ill health or injury whilst is absent on annual leave may apply for paid sick leave in lieu of paid annual leave on the following conditions:

**34.3.4.1(a)** The employee is required to advise the employer as defined in clause 34.3.2(a) above if unable to attend for work on the day following the completion of the approved annual leave.

**34.3.4.1(b)** The employee must produce a certificate from a medical practitioner stating the employee was confined to home or hospital for a period of seven days or more due to personal ill health or injury.

**34.3.4.1(c)** The employee must apply to convert the annual leave to sick leave within seven days of returning to work.

**34.3.4.1(d)** The paid sick leave to replace the annual leave cannot exceed the employee's sick leave entitlement at the time of commencing annual leave.

**34.3.4.1(e)** The sick leave will not be granted in fractions of days.

**34.3.4.1(f)** Where approval is granted for the annual leave to be replaced by paid sick leave then the period of annual leave shall be made available to the employee as defined in Clause 32 – Annual Leave. In these circumstances, the annual leave loading paid on the replaced annual leave shall not be recouped and shall apply to the subsequent annual leave period.

### **34.3.5 The effect of worker's compensation**

If an employee is receiving worker's compensation payments, he or she is not entitled to sick leave.

## **34.4 Bereavement Leave**

**34.4.1** An employee other than a casual shall on the death of a spouse, de-facto spouse, parents, parents- in -law, step-parents, brother, sister, child or step-child or any other person who immediately before that person's death, lived with the employee as a member of the employee's family be entitled to two days bereavement leave.

**34.4.2** The exceptions to this are;

- (i) where that payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with their roster, or on long service leave, annual leave, sick leave, workers compensation, leave without pay, or on a public holiday.
- (ii) An employee shall not be entitled to claim payment of bereavement leave on a day when that employee is absent on an Accrued Day Off.

**34.4.3** The two days need not be consecutive.

**34.4.4** On request reasonable proof of the entitlement shall be provided to the employer.

**34.4.5** An employee, whilst on bereavement leave prescribed by this clause shall continue to accrue an entitlement to an Accrued Day Off.

### **34.5 Carer's Leave**

**34.5.1** An employee other than a casual is entitled to use up to 5 days (38/40 hours) of personal leave each year to care for members of his or her immediate family who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take Carer's Leave when another person has taken leave to care for the same person.

**34.5.2** Before taking Carer's Leave an employee must give at least two hours notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.

**34.5.2.1** The notice must include the name of the person requiring care and support and his or her relationship to the employee; the reasons for taking such leave; and the estimated length of absence.

**34.5.2.2** If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

**34.5.3** The employee must if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

**34.5.4** An employee may take unpaid carer's leave by agreement with the employer.

## **35. LONG SERVICE LEAVE**

### **35.1 Long Service Leave Entitlement**

Subject to the conditions of this clause all employees shall become entitled to 13 weeks long service leave.

- 35.1.1** after a period of 10 years continuous service.
- 35.1.2** after each further period of seven years continuous service.
- 35.1.3** Any qualifying service prior to 1 January 1986 for the second period of long service leave, shall be calculated on a 10 year qualifying period basis but all qualifying service after 1 January 1986 shall be calculated on a seven year qualifying period basis.
- 35.1.4** When an employee proceeds on long service leave there will be no accrual towards an Accrued Day Off.

### **35.2 Service counted for Long Service Leave**

- 35.2.1** For the purpose of these conditions “service” means service as an employee of a Public Authority and shall be deemed to include:-
  - 35.2.1(a)** absence of the employee on an annual leave or public holidays.
  - 35.2.1(b)** absence of the employee on paid sick or on an approved rostered day off.
  - 35.2.1(c)** absence of the employee on approved sick leave without pay except that portion of a continuous absence which exceeds three months. Provided that prior to 1 July 1957 only two weeks in any year shall be allowed and provided that prior to 1 April 1974 and after 1 July 1957 only six weeks in any year shall be allowed.
  - 35.2.1(d)** absence of the employee on approved leave without pay, without pay other than sick leave but not exceeding two weeks in any qualifying period.
  - 35.2.1(e)** absence of the employee on National Service or other military training, but only if the difference between the employees’ military pay and his/her civilian pay is made up or would, but for the fact that his military pay exceeds his/her civilian pay, be made up by his/her employer.
  - 35.2.1(f)** absence of the employee on workers compensation for any period not exceeding six months, or for such greater period as the Western Australian Minister for Industrial Relations may allow;



- 35.2.1(g)** absence of the employee on long service leave which accrues on or after 1 April 1974.
- 35.2.1(h)** absence of an employee on approved leave to attend Trade Union training courses or on approved leave to attend Trade Union business; and
- 35.2.1(i)** employment in the service of the Commonwealth or another State of Australia as provided in 35.11 below, when employment in the State Government commences on or after 1 April 1974.

**35.2.2** The service of an employee shall be deemed NOT to include:-

- 35.2.2(a)** service of an employee after the day on which he/she has become entitled to 26 weeks long service leave until the day on which he/she commences the taking of 12 weeks of that leave.
- 35.2.2(b)** any period of service with an employer of less than 12 months. Provided where after 1 April 1974 an employee has service of a month or more but less than 12 months immediately prior to being transferred by one State Government employer to another; becoming redundant or qualifying for pro rata payments in lieu of leave pursuant to 35.8 below, such period of service shall count;
- 35.2.2(c)** any period during which an employee has been paid as a casual;
- 35.2.2(d)** any other absence of the employee except such absences as are included in service by virtue of 35.2.1 above; and
- 35.2.2(e)** any service of an employee prior to 1 April 1974 where that employee was less than 18 years of age.

**35.2.3** Subject to the provisions of 35.2.1 and 35.2.2 above, of these conditions the service of an employee shall not be deemed to have been broken;

- 35.2.3(a)** by resignation, if he/she resigns from one public authority in this State within one working week of the expiration of any period for which payment has been made, within one working week of the day on which his resignation become effective;
- 35.2.3(b)** if his/her employment is ended by his/her employer for any reason other than serious misconduct, but only if -

- 35.2.3(c) the employee resumes employment with the Government not later than six months from the day on which his/her employment ended; and
- 35.2.3(d) payment pursuant to 35.8 below, of these conditions has not been made; or
- 35.2.3(e) by any absence approved by the employer as leave whether with or without pay.

### **35.3 Taking of Long Service Leave**

- 35.3.1 Long service leave shall be taken at a time convenient to the employer but not less than 30 days notice shall be given to each employee on the day on which his long service leave commences, except in cases where the employee and the employer agree to a lesser period of notice or in other exceptional circumstances.
- 35.3.2 Long service leave must be commenced within six months of becoming due unless written permission of the employer concerned is obtained for postponement, but where the postponement sought for more than 12 months, the approval of the Western Australian Minister for Industrial Relations must be obtained. Provided that where an employer and employee have agreed that the leave period will be taken in more than one portion the final portion of leave must be taken within three years of its becoming due, unless the approval of the Western Australian Minister for Industrial Relations has been obtained to extend the period.

### **35.4 Public Holidays falling during Long Service Leave**

Any public holiday occurring during an employee's absence on long service leave shall be deemed to be a portion of the long service leave and extra days in lieu thereof shall not be granted.

### **35.5 Alternative employment during Long Service**

No employee is to undertake during long service leave, without the written approval of the Western Australian Minister for Industrial Relations, any form of employment may be followed by dismissal.

### **35.6 Affect of termination of employment on payment in lieu of Long Service Leave**

An employee who has become entitled to long service leave in accordance with 35.1 above, of these conditions and whose employment is ended before that leave is taken shall be granted payment in lieu of that leave unless he/she has been dismissed for an offence committed prior to the day on which he/she became entitled to that leave.

### **35.7 Entitlement to Long Service Leave on death of employee**

If an employee who has become entitled to long service leave in accordance with 35.1 above, of these conditions dies before taking that leave, payment shall be made to such spouse or other dependant.

### **35.8 Pro Rata Long Service Leave**

**35.8.1** If the employment of an employee ends before he/she has completed the first further qualifying periods in accordance with 35.1 above, of these conditions, payment in lieu of long service proportionate his/her length of service shall not be made unless the employee:

**35.8.1(a)** has completed a total of at least three years continuous service and his/her employment has been ended by his/her employer for reasons other than serious misconduct; or

**35.8.1(b)** is not less than 55 years of age and resigns but only if the employee has completed a total of not less than 12 months continuous service prior to the day from which the resignation has effect; or

**35.8.1(c)** has completed a total of not less than 12 months continuous service and his/her employment has been ended by his/her employer on account of incapacity due to old age, ill health or the result of an accident; or

**35.8.1(d)** has completed a total of not less than three years' continuous services and resigns or whose services are terminated because of her pregnancy after 1 April 1974 and who produces at the time of resignation or termination certificate of such pregnancy and the expected date of birth from a legally qualified medical practitioner; or

**35.8.1(e)** dies after having served continuously for not less than 12 months before his/her death and leaves his/her spouse, children, parent or invalid brother or sister dependent; or

**35.8.1(f)** has completed a total of not less than three years continuous service and resigns in order to enter an Invitro Fertilisation Programme provided she produces written conformation from an appropriate medical authority of the dates of involvement in the programme.

**35.8.2** Notwithstanding the provisions of 35.8.1(a) and 35.8.1(c) above, a worker whose position has become redundant and when refuses an offer by the employer of reasonable alternative employment or who refuses to accept transfer in accordance with the terms of his/her employment shall not be entitled to payment in lieu of long service leave proportionate to his length of service.

**35.8.3** For the purpose of 35.8.1(c), above, a medical referee shall, if there is disagreement between the employees doctor and the employer's doctor as to the employee's incapacity, be selected from an appropriate panel of doctors either by agreement between the employer employee or failing agreement, by the Western Australian Minister for Industrial Relations.

### **35.9 Rate of Pay During Long Service Leave**

**35.9.1** Subject to the provision of this clause an employee shall be paid during long service leave at his/ her permanent classification rate of pay.

**35.9.2** Except where otherwise approved by the Western Australian Minister for Industrial Relations the rate of pay of an employee shall be deemed to be the total wage applicable to the classification which, for the purpose of this clause is or is deemed to be his or her permanent classification.

**35.9.3** If an employee has been employed in one or more positions each of which carries a higher rate than his/her permanent classified rate for a continuous period of 12 months ending not earlier than two weeks before the day on which he/she commences long service leave or is paid pro rata in lieu of leave in accordance with 35.8 above, the rate which he/she has received for the greatest proportion of that 12 month period shall, for the purpose of this clause, be deemed to be in permanent classified rate.

**35.9.4** Where an employee engaged on construction work has had no permanent designation or rate of wage for the period of 12 months prior to the commencement of his/her leave the rate of wage applicable to the work he/she performed for the greatest proportion of that twelve month period shall, for the purpose of this clause, be deemed to be his/her permanent classified rate.

**35.9.5** In the case of a piece worker the permanent classified rate shall be deemed to the ordinary time rate of pay payable to an employee engaged on the same type of work on a time basis and not piece work.

**35.9.6** If any variation occurs in the rate of wage applicable to an employee during any period when he/she is on leave shall be varied accordingly and, if the employee has been paid in full for the leave before its commencement payments shall be adjusted as soon as practicable after the employee resumes work.

**35.9.7** District allowance shall not be paid during long service leave unless the family or dependants of the employee remain in the district.

- 35.10.1** A part-time employee, who during a qualifying period has been continuously employed on both full-time and part-time employment, may elect to take three months long service leave at a rate determined by the proportion of service on a part-time basis to that on a full-time basis or to take a lesser period than three months calculated by converting the part-time service to equivalent full-time service so that the employee qualifies for three months long service leave at the full-time rate of pay.
- 35.10.2** If the hours of a part-time employee, have varied he/she shall be paid a rate based on the average number of hours worked over the full qualifying period.
- 35.10.3** A full-time employee, who during a qualifying period has been continuously employed on both full-time and part-time employment, may elect to take three months long service leave at the rate determined by the proportion of service on a part-time basis to that on a full-time basis or to take lesser period than three months calculated by convening the part-time service, or to work such additional time as will effectively make up the part-time service into full-time service so that the employee qualifies for three months long service leave at the full-time rate.
- 35.10.4** A part-time employee, who during the qualifying period has been continuously employed on both part-time and full-time employment, shall be paid at a rate determined by the proportion of service on a part-time basis to that on a full-time basis.
- 35.10.5** The provisions of this clause shall not apply with respect to any part-time service for which the employee has received additional remuneration to compensate for or in lieu of long service leave.

### **35.11 Portability of Long Service Leave**

- 35.11.1** Subject to 35.11.1(b) below, where an employee was, immediately prior to being engaged, employed in the service of the Commonwealth or another State of Australia and that employment was continuous with this service as defined by this clause that employees shall be entitled to long service leave determined in the following manner.
- 35.1.1(a)** Service with the previous employer shall be converted into service for the purpose of these conditions by calculated the proportion that the service with the previous employer bears to a full qualifying period in accordance with the provisions of these conditions.
- 35.1.1(b)** Service with the State necessary to complete a qualifying period for an entitlement of long service leave shall be calculated in accordance with the provisions of these conditions.
- 35.1.1(c)** An employee shall not become entitled to long service leave or payment for long service leave unless he has completed three years continuous service with the State.

- 35.1.1(d)** Where an employee would, but for the provisions of 35.11.1(b) above, hereof have become entitled to long service leave before the expiration of three years' continuous service with the State, service subsequent to that date of entitlement shall count towards the next grant of long service leave.
- 35.1.1(e)** No employee shall be entitled to the benefit of this clause if service with the previous employer was terminated for reasons which would entitle that employer to dismiss the employee without notice.
- 35.1.1(f)** Nothing in these conditions confers on any employee previously employed by the Commonwealth or another State of Australia any entitlement to a complete period of long service leave that accrued prior to the date on which the employee was employed by the State.

### **35.12 Employee ill during Long Service Leave**

- 35.12.1** Where an employee, through personal ill health is confined to his place of residence or a hospital for a continuous period of 14 days or more during any period of long service leave taken after 1 April 1974 and such confinement, is certified to by a duly qualified medical practitioner, such period shall be considered sick leave and subject to the provisions of the relevant sick leave clause of the award or agreement governing the conditions of employment of the employee.
- 35.12.2** The period during long service leave for which paid sick leave has been approved shall be given as additional long service at a time convenient to the employer.

### **36. PARENTAL LEAVE**

- 36.1** The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.
- 36.2** 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.

### **36.3 Definitions**

- 36.3.1** For the purpose of this clause, **child** means a child of the employee under the age of one year except for adoption of a child where '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.
- 36.3.2** For the purpose of this clause, **spouse** includes a de facto or former spouse except in 36.7 below, where spouse does not include a former spouse.

## **36.4 Basic entitlement**

- 36.4.1** After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 36.4.2** Subject to 36.5.6 below, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 36.4.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
  - 36.4.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

## **36.5 Maternity leave**

- 36.5.1** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 36.5.1(a)** of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;
  - 36.5.1(b)** of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks.
- 36.5.2** When the employee gives notice under 36.5.1(a) the employee must also provide 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.
- 36.5.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 36.5.4** Subject to clause 36.4.1 above, and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 36.5.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

### **36.5.6 Special maternity leave**

**36.5.6(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 the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

**36.5.6(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

**36.5.6(c)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

**36.5.7** Where leave is granted under 36.5.4 above, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

### **36.6 Paternity leave**

**36.6.1** An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

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

**36.6.1(b)** written notification of the dates on which he proposes to start and finish the period of paternity leave; and

**36.6.1(c)** a statutory declaration stating:

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

**36.6.1(a)(ii)** particulars of any period of maternity leave sought or taken by his spouse; and

**36.6.1(a)(iii)** that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.



**36.6.1(b)** The employee will not be in breach of this subclause, if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

### **36.7 Adoption leave**

**Note:** for the purposes of this clause **spouse** includes a de facto but does not include a former spouse (see 36.3.2).

**36.7.1** The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

**36.7.2** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

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

**36.7.2(b)** particulars of any period of adoption leave sought or taken by the employee's spouse; and

**36.7.2(c)** that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

**36.7.3** An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

**36.7.4** Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

**36.7.5** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

**36.7.6** An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

## **36.8 Variation of period of parental leave**

- 36.8.1** Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

## **36.9 Parental leave and other entitlements**

- 36.9.1** An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

## **36.10 Transfer to a safe job**

- 36.10.1** Where an employee is pregnant and, 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 will, 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.

- 36.10.2** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

## **36.11 Returning to work after a period of parental leave**

- 36.11.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

- 36.11.2** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 36.10 above, the employee will be entitled to return to the position they held immediately before such transfer.

- 36.11.3** 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 will be entitled to a position as nearly comparable in status and pay to that of their former position.

## **36.12 Replacement employees**

- 36.12.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

**36.12.2** Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

### **37. LEAVE TO ATTEND INDUSTRIAL PROCEEDINGS**

**37.1** The employer will grant paid leave during ordinary working hours at the ordinary rate of pay to an employee who is required to give evidence before any industrial tribunal. The granting of leave will only be approved:

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

**37.2.1** for the minimum period necessary for evidence to be given;

**37.2.2** for those employees whose attendance is essential;

**37.2.3** when the operation of the organisation is not unduly affected and the convenience of the employer impaired.

**37.2.4** The employer will not be liable for any expenses associated with an employee attending an industrial proceeding.

**37.2.5** Leave of absence granted under 37.1 above, will include any necessary travelling time and normal working hours.

### **38. JURY SERVICE LEAVE**

**38.1** An employee other than a casual employee required to attend for jury service during their ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of the ordinary wage they would have received Monday to Friday in respect of the ordinary time they would have worked if they had not been on jury service.

**38.2** An employee shall notify the employer as soon as possible for the date on which they are required to attend for jury service.

**38.3** Further, the employee shall give the employer proof of attendance, the duration of such attendance, and the amount paid in respect of such jury service.

### **39. SUPPORTED WAGE SYSTEM**

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

- 39.1.1 Supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.
- 39.1.2 Accredited Assessor** means a person accredited by the managing unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- 39.1.3 Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- 39.1.4 Assessment instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

## **39.2 Eligibility Criteria**

- 39.2.1** Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a disability support pension.
- 39.2.2** The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of worker's compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
- 39.2.3** The clause also does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the *Disability Service Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or s.12A of the *Disability Service Act 1986*, or if a part only has received recognition, that part.

## **39.3 Supported wage rates**

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

**Assessed Capacity  
(Clause 39.4)**

**% of prescribed award rate**

10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

[39.3.2 varied by PR947603; PR960568 ppc 29Jul05]

**39.3.2** Provided that the minimum amount payable will not be less than \$6100 per week.

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

**39.4 Assessment of capacity**

**39.4.1** For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

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

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

**39.5 Lodgement of assessment instrument**

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

**39.6 Review of assessment**

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the supported wage system.

### **39.7 Other terms and conditions of employment**

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

### **39.8 Workplace adjustment**

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

### **39.9 Trial Period**

- 39.9.1** In order for an adequate assessment of the employer's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 39.9.2** During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 39.9.3** The minimum amount payable to the employee during the trial period shall be not less than \$50.00 per week.
- 39.9.4** Work trials should not include induction or training as appropriate to the job being trialed.
- 39.9.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 39.4 hereof.

## **40. MINIMUM CONDITIONS OF EMPLOYMENT ACT**

The minimum employment entitlements contained in the *Minimum Conditions of Employment Act 1993* shall apply wherever the entitlements of this award are inferior to those contained in the Act.

## **SCHEDULE A - LIST OF RESPONDENTS**

The Board of Management -

AVON HEALTH SERVICE  
82 Newcastle Road,  
NORTHAM WA 6401  
(PO Box 690 NORTHAM WA 6401)

BUNBURY HEALTH SERVICE  
Blair Street,  
BUNBURY WA 6230  
(PO Box 301, BUNBURY WA 6231)

CENTRAL GREAT SOUTHERN HEALTH SERVICE BOARD  
Watson House, Elizabeth Street,  
KATANNING WA 6317

BEVERLEY HEALTH SERVICES  
Sewell Street,  
BEVERLEY WA 6304  
(PO Box 142 BEVERLEY WA 6304)

BRUCE ROCK MEMORIAL HOSPITAL BOARD  
Dunstall Street,  
BRUCE ROCK WA 6418

CORRIGIN DISTRICT HOSPITAL BOARD  
Kirwood Street,  
CORRIGIN WA 6375

CUNDERDIN DISTRICT HOSPITAL BOARD  
Cubbine Road,  
CUNDERDIN WA 6407

QUAIRADING DISTRICT HOSPITAL BOARD  
Harris Street,  
QUAIRADING WA 6383

EAST PILBARA HEALTH SERVICE  
Morgans Street,  
PORT HEDLAND WA 6721  
(PO Box 63 PORT HEDLAND WA 6721)

KELLERBERRIN HEALTH SERVICE BOARD OF MANAGEMENT  
51 - 63 Gregory Street,  
KELLERBERRIN WA 6410

KUNUNOPPIN AND DISTRICTS HEALTH SERVICE  
Leake Street,  
KUNUNOPPIN WA 6489

MERREDIN HEALTH SERVICE  
Kitchener Road,  
MERREDIN WA 6415  
(PO Box 241 MERREDIN WA 6415)

MUKINBUDIN HEALTH SERVICE  
Cnr Ferguson & Maddock Streets,  
MUKINBUDIN WA 6479  
(C/- Post Office, MUKINBUDIN WA 6479)

NAREMBEEN HEALTH SERVICES BOARD  
Ada Street,  
NAREMBEEN WA 6369

SOUTHERN CROSS DISTRICT HEALTH SERVICE BOARD  
Coolgardie Street,  
SOUTHERN CROSS WA 6426

WYALKATCHEM-KOORDA AND DISTRICTS HOSPITAL BOARD  
Honour Avenue,  
WYALKATCHEM WA 6485

GASCOYNE HEALTH SERVICE  
Cleaver Street,  
CARNARVON WA 6701  
(PO Box 417 CARNARVON WA 6701)

GERALDTON HEALTH SERVICE  
Shenton Street,  
GERALDTON WA 6530  
(PO Box 22 GERALDTON WA 6531)

HARVEY YARLOOP HEALTH SERVICE BOARD  
45 Hayward Street,  
HARVEY WA 6220

KIMBERLEY HEALTH SERVICE  
Clarendon Street,  
DERBY WA 6728  
(PMB 930 DERBY WA 6728)

LOWER GREAT SOUTHERN HEALTH SERVICE BOARD  
Warden Avenue,  
ALBANY WA 6330  
(PO Box 252 ALBANY WA 6330)



METROPOLITAN HEALTH SERVICE BOARD  
1 Havelock Street,  
WEST PERTH WA 6005

HAWTHORN HOSPITAL  
100 Flinders Street,  
MT HAWTHORN WA 6016

QUADRIPLEGIC CENTRE BOARD  
Shelby Street,  
SHENTON PARK WA 6008

DONGARA HEALTH SERVICE  
48 Blenheim Road,  
DONGARA WA 6625  
(PO Box 242 DONGARA WA 6531)

MORAWA & DISTRICTS HEALTH SERVICE  
Caufield Road,  
MORAWA WA 6623  
(PO Box 229 MORAWA WA 6623)

MULLEWA HEALTH SERVICES BOARD OF MANAGEMENT  
Elder Street,  
MULLEWA WA 6630  
(PO Box 167 MULLEWA WA 6630)

NORTHAMPTON KALBARRI HEALTH SERVICES  
Stephen Street,  
NORTHAMPTON WA 6535  
(PO Box 400 NORTHAMPTON WA 6535)

NORTH MIDLANDS HEALTH SERVICE  
Station Street,  
THREE SPRINGS WA 6519  
(PO Box 138 THREE SPRINGS WA 6519)

YALGOO HEALTH SERVICE  
Lot 26, Stanley Street,  
YALGOO WA 6635

KALGOORLIE-BOULDER HEALTH SERVICE  
68 Piccadilly Street,  
KALGOORLIE WA 6430  
(PO Box 716 KALGOORLIE WA 6433)

LAVERTON & LEONORA HEALTH SERVICE  
Sadie Canning Drive,  
LEONORA WA 6438  
(PO Box 57 LEONORA WA 6438)

PEEL HEALTH SERVICES  
63 Ormsby Terrace,  
MANDURAH WA 6210  
(PO Box 541 MANDURAH WA 6210)

DUNDAS HEALTH SERVICE  
Talbot Street,  
NORSEMAN WA 6443  
(PO Box 155 NORSEMAN WA 6443)

ESPERENCE HEALTH SERVICE  
Suite 11, Balmoral Square, Esplanade  
ESPERENCE WA 6450  
(PO Box 822 ESPERNCE WA 6450)

RAVENSTHORPE HEALTH SERVICE  
Martin Street,  
RAVENSTHORPE WA 6346  
(PO Box 53 RAVENSTHORPE WA 6346)

BODDINGTON DISTRICT HOSPITAL BOARD  
Hotham Avenue,  
BODDINGTON WA 6306

BROOKTON HEALTH SERVICE  
9 Lennard Street,  
BROOKTON WA 6306  
(PO Box 58 BROOKTON WA 6306)

UPPER GREAT SOUTHERN HEALTH SERVICE  
Furnival Street,  
NARROGIN WA 6312  
(PO Box 1136 NARROGIN WA 6312)

VASSE LEEUWIN HEALTH BOARD  
18 West Street,  
BUSSELTON WA 6280

MURCHISON HEALTH SERVICE  
Savage Street,  
MEEKATHARRA WA 6642  
(PO Box 82 MEEKATHARRA WA 6642)

WARREN BLACKWOOD HEALTH SERVICE BOARD  
Hospital Avenue,  
MANJIMUP WA 6258  
(PO Box 1150 MANJIMUP WA 6258)

COLLIE HEALTH SERVICE  
Deakin Street,  
COLLIE WA 6225  
(PO Box 505 COLLIE WA 6225)

DONNYBROOK/BALINGUP HEALTH SERVICE  
Bentley Street,  
DONNYBROOK WA 6239

ASHBURTON HEALTH SERVICE  
Millstream Road,  
KARRATHA WA 6714  
(PO Box 519 KARRATHA WA 6714)

NICHOL BAY HOSPITAL  
Millstream Road,  
KARRATHA WA 6714  
(PO BOX 519 KARRATHA WA 6714)

ROEBOURNE DISTRICT HOSPITAL  
42-44 Hampton Street,  
ROEBOURNE WA 6718  
(PO Box 81 ROEBOURNE WA 6718)

WICKHAM DISTRICT HOSPITAL  
Mulga Way,  
WICKHAM WA 6720  
(PO Box 103 WICKHAM WA 6720)

WESTERN HEALTH SERVICE  
Gingin Business Centre, Brockman Street,  
GINGIN WA 6503

The Minister for Health  
11<sup>th</sup> Floor, Dumas House  
2 Havelock Street  
WEST PERTH 6005

Disability Services Commission  
53 Ord Street  
WEST PERTH WA 6872

The Minister for Disability Services  
3<sup>rd</sup> Floor "C" Block  
EAST PERTH WA 6004

The Board of Management  
Armada/Kelmscott District Memorial Hospital  
Albany Highway  
ARMADALE WA 6112

The Board of Management  
Bentley Health Service  
33 Mills Street  
BENTLEY WA 6102

The Board of Management  
Fremantle Hospital  
Alma Street  
FREMANTLE WA 6160

The Board of Management  
Hawthorn Hospital  
100 Flinders Street  
MT HAWTHORN WA 6016

The Board of Management  
Hillview Terrace Hospital  
999 Albany Highway  
EAST VICTORIA PARK WA 6101

The Board of Management  
Kalamunda Health Service  
Elizabeth Street  
Kalamunda WA 6076

The Board of Management  
King Edward / Princess Margaret Memorial Hospital  
Thomas Street  
SUBIACO WA 6008

The Board of Management  
Peel Health Services  
Lot 202 Lakes Road  
MANDURAH WA 6210

The Board of Management  
Mount Henry Hospital  
Cloister Avenue  
COMO WA 6152

The Board of Management  
Lower North Metropolitan Health Service  
Osborne Place  
STIRLING WA 6021

The Board of Management  
Perth Dental Hospital  
196 Goderich Street  
PERTH WA 6000

The Board of Management  
Rockingham/Kwinana District Health Service  
Elanora Drive  
ROCKINGHAM WA 6168

The Board of Management  
Royal Perth Hospital  
Wellington Street  
PERTH WA 6000

The Board of Management  
Sir Charles Gairdner Hospital  
Verdun Street  
NEDLANDS WA 6009

The Board of Management  
Stubbs Terrace Hospital  
233 Stubbs Terrace  
SHENTON PARK WA 6008

The Board of Management  
Swan District Hospital  
Eveline Road  
VIVEASH WA 6056

The Board of Management  
Wooroloo District Hospital  
Linley Valley Road  
WOOROLOO WA 6558

## **SCHEDULE B TRANSLATION WAGE PROVISIONS**

[Schedule B inserted by PR928223; varied by PR934039; deleted by PR960568 ppc 29Jul05]

[PAGES 62-2 TO 66 DELETED]

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