

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. 00358 of 1999)

**HEALTH WORKERS - COMMUNITY AND CHILD HEALTH SERVICES
(INTERIM) AWARD, 1996**
(ODN C No. 21817 of 1993)
[Print N7325 [H0559]]

Various employees

Health and welfare services

COMMISSIONER LAING

PERTH, 1 DECEMBER 2000

Award simplification.

CONSENT ORDER

A. Further to a decision given in transcript on 31 August 2000 the above award is varied as follows:

By deleting all clauses and schedules and inserting the following:

1. TITLE

This award shall be known as the Health Workers Community and Child Health Services Award 2000.

2. ARRANGEMENT

1. Title
2. Arrangement
3. Area and scope
4. Term
5. Relationship with other awards
6. Posting of award
7. Definitions
8. Anti-discrimination
9. Enterprise flexibility provision
10. Hours
11. Overtime

12. Wages
13. Payment of wages
14. District allowance
15. Fares and travelling allowance
16. Employees living north of the 26 degrees south latitude
17. Higher duties allowances
18. Laundry and uniform allowance
19. Annual leave
20. Public holidays
21. Long service leave
22. Personal leave
23. Parental leave
24. Jury service leave
25. Casual employees
26. Part-time employees
27. Notice of termination
28. Dispute settlement procedure

Schedule A - Respondents

3. AREA AND SCOPE

This award applies to any person employed by the respondents listed in Schedule A in any classification mentioned in clause 12 - Wages and shall have effect throughout the State of Western Australia.

4. TERM

This award comes in to force on 31 August 2000.

5. RELATIONSHIP WITH OTHER AWARDS

This award supersedes the Health Workers - Community and Child Health Services (Interim) Award, 1996 [Print N7325 [H0559]]. 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 Levels prescribed for Aboriginal health workers are those which relate to the five level career structure specified in clause 12 - Wages, of this award.

7.1.1 Level 1 Currently Practising Conditional Aboriginal Health Workers

Means an Aboriginal health worker employed in the government health industry before the implementation of the career structure, providing a limited range of Aboriginal health care services and not being eligible to be classified at Levels 2 to 5 inclusive.

7.1.2 Level 2 Aboriginal Health Worker

Means an Aboriginal health worker employed within the government health industry to provide Aboriginal health services who possess an approved qualification in Aboriginal Health Work to Level 4 within the Australian Qualifications Framework i.e. the Advanced Certificate of Aboriginal Health Work or a Certificate 4 equivalent.

Level 2 Aboriginal Health Workers provide a broad range of health care services to improve the personal well-being of Aboriginal people. These services include but are not limited to:

- health promotion/education
- disease prevention and control
- rehabilitation services
- health needs assessment
- clinical services; and,
- the development, implementation and evaluation of community health programs.

Skills acquisition

A Level 2 Aboriginal Health Workers will continue to develop skills, knowledge and expertise through:

- familiarity with and understanding of community needs
- experience in the provision of primary health care ,
- participation in community health programs
- opportunities to apply knowledge to practice

7.1.3 Level 3 Senior Aboriginal Health Worker

Means an Aboriginal health worker employed in the government health industry who provides specialised health services and/or supervises a working group and/or coordinates health care services for Aboriginal people

A Level 3 Senior Aboriginal Health Worker must possess as a minimum an approved qualification in Aboriginal Health Work to Level 4 within the Australian Qualifications Framework i.e. the Advanced Certificate of Aboriginal Health Work or a Certificate 4 equivalent.

A Level 3 Aboriginal Health Workers must be experienced in providing a broad range of health care services (as defined in Level 2) to improve the personal well-being of Aboriginal people. Work tasks include but are not confined to:

- the provision of specialist health care services (e.g. renal dialysis);
- the coordination of Aboriginal health care in accordance with Aboriginal culture and values, legislative requirements, required health service outcomes, standards and defined career structures; and,
- the supervision of Level 1 and Level 2 Aboriginal Health Workers in compliance with human resource policies, legislation and standards.

Skills acquisition

A level 3 Aboriginal Health Workers will continue to develop skills, knowledge and expertise through

- experience and knowledge in specialist health care services or alternatively, the supervision of Level 1 and 2 Aboriginal Health Workers
- understanding of Aboriginal health care needs and the framework within which these services are provided
- participation in a broad range of health care initiatives
- application of knowledge and experience to resolve Aboriginal health service issues

7.1.4 Level 4 Aboriginal Health Worker

Means an Aboriginal health worker employed in the government health industry who has substantial experience in the provision of health services for Aboriginal people and has responsibility for the management of resources to achieve defined Aboriginal health outputs.

A Level 4 Aboriginal Health Worker must possess as a minimum an approved qualification in Aboriginal Health Work to Level 4 within the Australian Qualifications Framework i.e. the Advanced Certificate of Aboriginal Health Work or a Certificate 4 equivalent.

A Level 4 Aboriginal Health Worker is required to perform a range of work tasks based on regional need and defined health service outputs. Duties include but are not confined to:

- the management of Aboriginal health services;
- the facilitation and management of Aboriginal community involvement in the achievement of defined health outcomes;
- the identification of health care needs of Aboriginal people and the development of appropriate health care services; and,
- the supervision and support of Level 1, 2 and 3 Aboriginal Health Workers.

Skills acquisition

A Level 4 Aboriginal Health Worker will continue to develop skills, knowledge and expertise through:

- continued experience in provision of Aboriginal health services
- experience managing health service resources
- supporting other Aboriginal health workers in their roles
- management of health service initiatives to improve Aboriginal health services
- application of knowledge and experience to resolve Aboriginal health service issues

7.1.5 Level 5 Aboriginal Health Worker

Means an Aboriginal health worker employed in the government health industry who has responsibility for providing strategic direction to Western Australian government health industry Aboriginal health workers.

A Level 5 Aboriginal Health Worker must possess as a minimum an approved qualification in Aboriginal Health Work to Level 4 within the Australian Qualifications Framework i.e. the Advanced Certificate of Aboriginal Health Work or a Certificate 4 equivalent and have substantial experience in the provision of Aboriginal health services.

A Level 5 Aboriginal Health Worker is required to perform a range of work tasks based on the achievement of Western Australian and Commonwealth health objectives in the provision of health services to Aboriginal people. Duties include but are not confined to:

- setting and implementing policy direction for the government health industry Aboriginal health workforce
- inputting into the planning of Western Australia's government health industry services for Aboriginal people

Skill acquisition

A Level 5 Aboriginal Health Worker will continue to develop skills, knowledge and expertise through knowledge and experience in strategic planning and policy development to support the provision of health services for Aboriginal people.

Positions at Levels 3 and 5 inclusive shall be filled by competition between applicants against prescribed essential and desirable selection criteria. Progression to Levels 3 to 5 inclusive shall not be automatic.

7.1.6 Level 1 Ethnic Health Worker

Means an ethnic health worker who is employed in the government health industry who does not possess the National Accreditation Authority for Translators and Interpreters (NAATI), Level 2 Certificate or higher in language required by the employer.

A Level 1 Ethnic Health Worker carries out a range of duties determined in accordance with regional need. Duties include but are not confined to:

- health promotion/education
- health needs assessment
- clinical services in consultation with community nurse/doctor
- the development, implementation and evaluation of community health programs

Skills acquisition

A Level 1 Ethnic Health Worker will continue to develop skills, knowledge and expertise through:

- familiarity with and understanding of community needs
- experience in the provision of primary health care ,
- participation in community health programs
- opportunities to apply knowledge to practice

7.1.7 Level 2 Ethnic Health Worker

Means an ethnic health worker who is employed in the government health industry and possesses the National Accreditation Authority for Translators and Interpreters (NAATI) Level 2 Certificate or higher in a language required by the employer.

A Level 2 Ethnic Health Worker carries out a range of duties determined in accordance with regional needs. Duties include but are not confined to:

- health promotion/education
- disease prevention and control
- rehabilitation services
- health needs assessment
- clinical services in consultation with community nurse/doctor
- the development, implementation and evaluation of community health programs

Skills acquisition

A Level 2 Ethnic Health Worker will continue to develop skills, knowledge and expertise through:

- familiarity with and understanding of community needs
- experience in the provision of primary health care ,
- participation in community health programs
- opportunities to apply knowledge to practice

[7.2 substituted by PR960777 ppc 28Jul05]

7.2 Union means the Liquor, Hospitality and Miscellaneous Union.

7.3 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 10 - Hours, of this award.

8. ANTI-DISCRIMINATION

8.1 It is the intention of the respondents to this award to achieve the principal object in s.3(j) 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 avoidance and settling 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; or

8.3.4 the exemptions in sections 170CK(3) and (4) of the Act.

9. ENTERPRISE FLEXIBILITY PROVISION

(See ss.113A and 113B of the Act)

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. HOURS

10.1 The ordinary hours of duty shall be an average of 38 per week with the hours actually worked being 40 per week or 80 per fortnight to be worked eight hours per day on any five days of the week or ten days of the fortnight.

10.1.1 Except where provided elsewhere, the ordinary hours shall be worked with two hours of each week's work accruing as an entitlement to a maximum of twelve accrued days off in each twelve month period. The accrued days off shall be taken in 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.

10.1.2 Notwithstanding the provisions of this subclause where an employer and employee mutually agree accrued days off may be taken in single day absences.

- 10.2** By agreement between the employee and an employer the ordinary hours of an employee in lieu of the provisions of 10.1 hereof, may be worked:
- 10.2.1** within a twenty day, four week cycle with 0.4 of an hour of each day worked accruing as an entitlement to take the twentieth day in each cycle as an accrued day off.
 - 10.2.2** Within a ten day, two week cycle, with an adjustment to hours worked to enable 76 hours to be worked over nine days of the two week cycle and an entitlement to take the tenth day in each cycle as an accrued day off.
 - 10.2.3** In reaching agreement pursuant to 10.2, 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 a 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.
 - 10.2.4** An employer and employee may by agreement substitute the accrued day off the employee is to take off for another day in which case the accrued day off shall become an ordinary working day.
 - 10.2.5** The spread of hours in any one day shall not exceed ten hours provided where conditions are such that the employer requires employees to work outside of the spread of hours the employee and the employer may agree to such variations of the spread of hours as is considered appropriate in which case overtime shall only be computed on the time worked in excess of the ordinary working hours as prescribed in 10.1 of this clause.
 - 10.2.6** Meal breaks shall not be less than 30 minutes but shall not be counted as time worked. Provided that where an employee is called on duty during a meal time, the period worked shall be counted in the ordinary working hours of duty.
 - 10.2.7** The provisions of this clause apply to a part-time employee in the same proportion as the hours normally worked bear to a full-time employee. In circumstances where less than sixteen hours per week are worked, an employer may pay an employee for all hours actually worked at an hourly rate based on a 38 hour week in lieu of accrual of accrued days off.
 - 10.2.8** A roster for accrued days off may allow an employee to take accrued days off before they become due.
 - 10.2.9** Any dispute between an employer and the union concerning the operation of this clause shall be referred to the Australian Industrial Relations Commission.

11. OVERTIME

- 11.1** All time worked with the authority of the employer in excess of the ordinary working hours prescribed in clause 10 - Hours or clause 26 - Part-time employees of this award shall be overtime and shall be paid for at time and one-half for the first two hours and double time thereafter.
- 11.2** Subject to 10.5 of this award, work performed at the direction of the employer outside the spread of hours or on a Saturday or Sunday shall be paid or compensated for as hereunder:
- 11.2.1** one and one-half times the ordinary rate for the first two hours and double time thereafter on any day Monday to Saturday inclusive.
- 11.2.2** Double time on a Sunday.
- 11.3** In lieu of making a payment in accordance with this clause the employer may grant time off proportionate to the payment to which the employee is entitled and such time off may be taken at a time convenient to the employer, provided that such time off is in unbroken periods, according to each period of overtime worked.
- 11.4** An employee who is recalled to work shall be paid for a minimum of three hours at overtime rates and for all reasonable expenses incurred in returning to work.

12. WAGES

[12 substituted by PR904621 PR919041 PR934043 PR947604 ppc 24Jun04]

- 12.1** The weekly rate of wage payable to employees covered by this award shall include the base rate plus the arbitrated safety net adjustment expressed hereunder.

[12.1 Table substituted by PR947604; PR960777 ppc 28Jul05]

Classification	Base Rate Per Week \$	Arbitrated Safety Net Adjustments \$	Total Rate Per Week \$
LEVEL 1 CURRENTLY PRACTISING CONDITIONAL ABORIGINAL HEALTH WORKER:			
1st year of employment	540.30	17.00	557.30
2nd year of employment	551.80	17.00	568.80
3rd year of employment	566.40	17.00	583.40
Level 2 Qualified Aboriginal Health Worker:			
1st year of employment	581.06	17.00	598.06
2nd year of employment	591.42	17.00	608.42

3rd year of employment	601.77	17.00	618.77
4th year of employment	610.04	17.00	627.04
5th year of employment	620.00	17.00	637.00
6th year of employment	625.50	17.00	642.50

Level 3 Senior Aboriginal Health Workers:

1st year of employment	654.90	17.00	671.90
2nd year of employment	684.70	17.00	701.70
3rd year of employment	707.50	17.00	724.50

Level 4 Manager of Aboriginal Health Worker:

1st year of employment	745.84	17.00	762.84
2nd year of employment	772.59	17.00	789.59
3rd year of employment	801.35	17.00	818.35
4th year of employment	837.69	17.00	854.69

Level 5 State Coordinator Aboriginal Health Work:

1st year of employment	847.27	17.00	864.27
2nd year of employment	876.03	17.00	893.03
3rd year of employment	904.78	17.00	921.78
4th year of employment	943.12	17.00	960.12

Level 1 Ethnic Health Workers:

1st year of employment	540.30	17.00	557.30
2nd year of employment	551.80	17.00	568.80
3rd year of employment	567.40	17.00	584.40
4th year of employment	580.11	17.00	597.11

Level 2 Ethnic Health Worker:

1st year of employment and thereafter	599.27	17.00	616.27
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The classification prescribed in the relevant minimum rates award on which the rate prescribed for the key classifications* in this award is based, is the wage group C10 in the Metal Trades (General) Award No. 13 of 1965.

* Level 2 Aboriginal Health Worker and
Level 2 Ethnic Worker

Incremental progression for all Aboriginal and Ethnic Health Workers is subject to satisfactory performance.

12.2 Arbitrated safety net adjustment

[12.2 substituted by PR947604; PR960777 ppc 28Jul05]

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.

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.

13. PAYMENT OF WAGES

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

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

13.3 Overtime shall be calculated and based on the aggregate wage as provided in the wages clause before any deduction is made for board and/or lodging.

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

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

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

13.6 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.

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

14. DISTRICT ALLOWANCE

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

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

14.1.1(a) a spouse; or

14.1.1(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.

14.1.2 **Partial dependant** in relation to an employee means:

14.1.2(a) a spouse; or

14.1.2(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 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.

14.1.3 **Spouse** means an employee's spouse including de facto spouse.

14.1.4 **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.

14.2 Districts

For the purposes of this clause, the boundaries of the various districts shall be as described hereunder and as delineated in 14.6.

14.2.1 District 1

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

14.2.2 District 2

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

14.2.3 District 3

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

14.2.4 District 4

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

14.2.5 District 5

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

14.2.6 District 6

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

14.3 An employee shall be paid a district allowance at the standard rate prescribed in Column II of 14.6, 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 14.6, the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of 14.6.

14.4 An employee who has a dependant shall be paid double the district allowance prescribed by 14.3 for the district, town or place in which the employee's headquarters is located.

14.5 Where an employee has a partial dependant the total district allowance payable to the employee shall be the district allowance prescribed by 14.3, 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.

[14.6 substituted by PR934043 PR947604; PR960777 ppc 28Jul05]

14.6 The weekly rate of district allowance payable to employees pursuant to 14.3 of this clause shall be as follows:

COLUMN I	COLUMN II	COLUMN III	COLUMN IV
District	Standard rate per week	Exceptions to standard rate Town or place	Rate per week
	\$	\$	\$
6	68.48	Nil	Nil
5	55.98	Fitzroy Crossing Halls Creek Turner River Camp Nullagine	75.33
		Liveringa (Camballin) Marble Bar Wittenoon	70.12
		Karratha	66.02
		Port Hedland	61.25
4	28.20	Warburton Mission	76.00
		Carnarvon	26.50
3	17.82	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	28.19
2	12.60	Kalgoorlie Boulder	4.21
	12.60	Ravensthorpe Norseman Salmon Gums Marvel Loch Esperence	16.81
1	Nil	Nil	Nil

(Note: In accordance with 14.4 employees with dependants shall be entitled to double the rate of district allowance shown.)

- 14.7** When an employee is on approved annual recreation leave, the employee shall for the period of such leave, be paid the district allowance to which the employee would ordinarily be entitled.
- 14.8** When an employee is on long service leave or other approved leave with pay (other than annual recreation leave), the employee shall only be paid district allowance for the period of such leave if the employee, dependants or partial dependants remain in the district in which the employee's headquarters is situated.
- 14.9** When an employee leaves his or her district on duty, payment of any district allowance to which the employee would ordinarily be entitled shall cease after the expiration of two weeks unless the employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the employer.
- 14.10** Except as provided in 14.9, 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.
- 14.11** Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in 14.6, 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 14.3, 14.4 and 14.5, for the district in which the employee spends the greater period of time.
- 14.12** When an employee is provided with free board and lodging by the employer or a public Authority the allowance shall be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.
- 14.13** An employee who is employed on a part-time basis shall be entitled to district allowance on a pro-rata basis. The allowance shall be determined by calculating the hours worked by the employee as a proportion of the full-time hours prescribed by the award under which the employee is employed. That proportion of the appropriate district allowance shall be payable to the employee.
- 14.14** The rates expressed in 14.6 shall be adjusted every twelve months ending on 31 December in accordance with the official "Consumer Price Index" for Perth as published by the Australian Bureau of Statistics.

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

15. FARES AND TRAVELLING ALLOWANCES

- 15.1** 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 15.2 hereof.

- 15.1.1** 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 15.2 below. 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.
- 15.1.2** Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.
- 15.1.3** 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.

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

15.2.1 Motor vehicle allowance

[15.2.1 substituted by PR943993 ppc 23Feb04]

Area and details	Engine displacement (in cubic centimetres)		
	Over 2600cc	Over 1600 cc - under 2600cc	1600cc
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

15.2.2 Motor cycle allowances

[15.2.2 substituted by PR943993 ppc 23Feb04]

<u>Distance travelled during a year on official business</u>	<u>Rate Cents per kilometre</u>
All distances	23.9

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

- 15.3** The allowance prescribed in this clause shall be varied by the parties upon application to the Commission, in accordance with any movement in the allowances in the Public Service Award 1999.

16. EMPLOYEES LIVING NORTH OF THE 26 DEGREES SOUTH LATITUDE

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

- 16.2.1** An employee shall receive an additional five working days' annual leave on the completion of each twelve months' continuous service in the region.
- 16.2.2** 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.
- 16.2.3** Where an employee has served continuously for at least a year north of the 26 degrees south latitude, and leaves the region because of promotion or transfer, a pro rata annual leave credit to be cleared at the employer's convenience shall be approved on the following basis:

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

- 16.2.4** 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 16.2.3.
- 16.3** Employees who are tenants occupying Government Employees Housing Authority (GEHA) houses equipped with gas hot water systems are eligible for a reimbursement up to a maximum of \$19.00 per month.
- 16.4** 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.

16.5 Travel concessions

- 16.5.1** Employees who work north of the 26th parallel shall be entitled to an annual leave travel concession, on an annual basis, for recreation leave.
- 16.5.2** Provided that the entitlement referred to in 16.5.1 hereof shall only be available to employees who have worked continuously in the area for twelve months.
- 16.5.3** An employee may elect to proceed direct to any point south of the 26th parallel in Western Australia, provided that travel will only be approved to a point not further south than Perth; provided further that where special circumstances exist, approval may be given for the concession to apply to other destinations.
- 16.5.4** The concession shall be available in the following manner:
- 16.5.4(a)** a return air fare for the employee and his/her dependants to Perth; or

16.5.4(b) full motor vehicle allowance for the car trip at the rates prescribed in clause 15 - Fares and Travelling Allowance of this award, provided that reimbursement shall not exceed the cost of a return air fare to Perth for the employee and dependants.

16.5.5 An employee, who has less than twelve months of service in the above mentioned area and who is required to proceed on annual leave to suit the convenience of the employer, shall be entitled to the provisions of 16.5.4 hereof.

16.5.6 Paid travelling time

16.5.6(a) In the case of travel as described in 16.5.4(a) hereof, one day, each way, travelling time shall be paid for as though worked.

16.5.6(b) In the case of travel as described in 16.5.4(b) hereof, employees shall be entitled to the following travelling time, paid for as though worked:

- employees stationed north of the 20th degree parallel - 2.5 days each way; or
- for the remainder - two days each way

16.5.7 The mode of travel shall be at the discretion of the employer.

16.5.8 A travel concession, not utilised within twelve months of becoming due, will lapse.

16.5.9 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.

17. HIGHER DUTIES ALLOWANCES

17.1 An employee who is instructed to temporarily perform duties which carry a higher minimum rate than that which such employee usually performs shall be entitled to the higher minimum rate while so employed.

17.2 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.

17.3 Notwithstanding the provisions of this clause payment for higher duties shall not apply to an employee required to act in another position whilst the permanent employee is on a single accrued day off as prescribed by 10.2 of this award.

18. LAUNDRY AND UNIFORM ALLOWANCE

[18.1 varied by PR934043 PR947604; PR960777 ppc 28Jul05]

18.1 An allowance of \$4.03 per week may be paid by the employer in lieu of providing uniforms.

[18.2 varied by PR934043 PR947604; PR960777 ppc 28Jul05]

18.2 The employer shall pay an allowance of \$1.30 cents per week for the laundering of uniforms.

19. ANNUAL LEAVE

19.1 Except as hereinafter provided, a period of four consecutive weeks' leave shall be allowed to an employee by the employer after each period of twelve months' continuous employment with such employer.

19.2 Prior to commencing annual leave the employee shall be paid for any period of annual leave prescribed by this clause at the ordinary rate of wage the employee received for the greatest proportion of the calendar month prior to taking such leave.

19.3 Subject as hereinafter provided:

19.3.1 If after one month's continuous service in any qualifying twelve monthly period an employee lawfully terminates his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.92 hours' pay in respect of each completed week of continuous service in that qualifying period.

19.3.2 If the services of an employee terminate and the employee has taken a period of leave in accordance with 19.7 and if the period of leave so taken exceeds that which would become due pursuant to 19.3.1, the employee shall be liable to pay the amount representing the difference between the amount received by him for the period of leave taken in accordance with 19.7 of this clause and the amount which would have accrued in accordance with 19.3.1. The employer may deduct this amount from moneys due to the employee by reason of the other provisions of this award at the time of termination.

19.3.3 In addition to any payment to which he may be entitled under this subclause, an employee whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave unless he has been justifiably dismissed for misconduct and the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.

19.4 Taking of annual leave

19.4.1 The annual leave prescribed in this clause may be taken in two portions, if so requested by the employee, provided that no portion shall be less than two consecutive weeks.

- 19.4.2** By mutual agreement between the employer and the employee, the annual leave may be further split on one additional occasion, provided that no portion shall be less than one week.
- 19.4.3** When an employee requests that his annual leave be split into two or three portions the employer shall make every reasonable endeavour to accommodate the wishes of the employee.
- 19.5** Any time in respect of which an employee is absent from work except paid sick leave or unpaid sick leave up to three months, the first 26 weeks of any absence on workers' compensation, annual leave, long service leave and bereavement leave, shall not count for the purpose of determining annual leave entitlements.
- 19.6** Leave shall be given as soon as practicable after falling due and shall not accumulate except with the consent of the employee but in no case shall it accumulate for more than two years.
- 19.7** Notwithstanding 19.6 an employee may with the approval of the employer be allowed to take the annual leave prescribed by this clause before the completion of twelve months' continuous service as prescribed by 19.1.
- 19.8** When an employee proceeds on the annual leave prescribed by 19.1 there will be no accrual towards an accrued day off as prescribed in 10.1 and 10.2 of this award.
- 19.9** Before going on annual leave each employee shall be given at least two weeks' notice of the date leave is to be taken, unless the employee and the employer agree on a lesser period.
- 19.10** The provisions of this clause shall not apply to casual employees.

20. PUBLIC HOLIDAYS

- 20.1.1** Subject to the provisions of this clause, the following days shall be allowed as holidays with pay, namely:
- New Year's Day, Australia Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.
- 20.1.2** When any of the days mentioned in 20.1.1 falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

20.1.3 Notwithstanding 20.1.1 hereof, the employer is not required to allow Easter Tuesday as a holiday with pay in the year 1996 and subsequent thereto, provided that, in each year the employer does not allow an employee Easter Tuesday as a holiday with pay the employer shall allow such employee an alternative, but mutually convenient, day upon which such employee shall be entitled to be absent from duty without loss of pay.

20.2 Where:

20.2.1 a day is proclaimed as a public holiday or as a public half-holiday under Section 7 of the Public and Bank Holidays Act, 1972; and

20.2.2 that proclamation does not apply throughout the State or to the metropolitan area of the State,

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

20.3 Where an employee is required by the employer to work on any of the foregoing days, payment for the time worked shall be at the rate of two and one-half times the ordinary rate or alternatively payment at the rate of one and one-half times with equivalent time to that worked being taken off at a time convenient to the employer and the employee.

20.4 When any of the days observed as a holiday prescribed in this clause fall on a day when an employee is on an accrued day off the employee shall be allowed to take a day's holiday in lieu of the holiday on a day immediately following the employee's annual leave or at a time mutually acceptable to the employer and the employee.

20.5 An employee whilst on a public holiday prescribed by this clause shall continue to accrue an entitlement to an accrued day off as prescribed in 10.1 and 10.2 of this award.

20.6 This clause shall not apply to casual employees.

21. LONG SERVICE LEAVE

21.1 The conditions contained in the document Long Service Leave Conditions - State Government Wages Employees as consolidated by the Public Service Board in June 1980 and amended in November 1983 shall apply to employees covered by this award with the exception that on and from 1 July 1985 long service leave for the second and subsequent period of service shall accrue at the rate of thirteen weeks' leave for seven years of continuous service.

21.2 Any qualifying service prior to 1 July 1985 for the second period of long service leave, shall be calculated on a ten year qualifying period basis but all qualifying service after 1 July 1985 shall be calculated on a seven year qualifying period basis.

21.3 When an employee proceeds on long service leave there will be no accrual towards an accrued day off as prescribed in 10.1 and 10.2 of this award.

21.4 Any long service leave accumulated as at 1 January 1985 shall be adjusted in hours in the ratio of 38 to 40.

22. PERSONAL LEAVE

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

22.1 Amount of paid personal leave

22.1.1 Paid personal leave is available to an employee when he or she is absent due to:

22.1.1(a) personal illness or injury (sick leave); or

22.1.1(b) for the purpose of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or

22.1.1(c) because of bereavement on the death of an immediate family or household member (bereavement leave).

22.2 The amount of personal leave to which an employee is entitled depends on how long he or she has worked for the employer and accrues as follows:

Length of time worked for the employer	Personal leave (Hours)
Less than 1 month	16
1 month to less than 3 months	32
3 months to less than 6 months	48
6 months to less than 12 months	92
each year thereafter	92

22.3 In any year unused personal leave accrues by the lesser of:

22.3.1 76 hours less the total amount of sick leave and carer's leave taken during the year; or

22.3.2 the balance of the year's unused personal leave.

22.4 Immediate family or household

22.4.1 The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either;

22.4.1(a) A member of the employee's immediate family; or

22.4.1(b) A member of the employee's household.

22.4.2 The term **immediate family** includes:

22.4.2(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

22.4.2(b) child or 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.

22.5 Sick leave

22.5.1 Definition

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.

22.6 Entitlement

22.6.1 The amount of personal leave that an employee may take as sick leave depends on how long he or she has worked for the employer and accrues as follows:

Length of time worked for the employer	Rate of accrual of paid sick leave (hours)
Less than 1 month	0
1 month to less than 3 months	16
3 months to less than 6 months	32
6 months to less than 12 months	76
Each year thereafter	76

22.6.2 After the first six months of service, an employee must be paid for any sick leave to which he or she was not entitled, due to insufficient service, up to a maximum of 76 hours.

22.6.3 Accumulated personal leave may be used as sick leave if the current sick leave entitlement is exhausted.

22.6.4 Employee must give notice

22.6.4(a) Before taking sick 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.

22.6.4(b) The notice must include the nature of the injury or illness (if known) and how long the employee expects to be away from work.

22.6.4(c) 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.

22.6.5 Evidence supporting claim

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration that the employee was unable to work because of injury or illness.

22.6.6 The effect of worker's compensation

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

22.6.7 Bereavement leave

22.6.7(a) Paid leave entitlement

An employee other than a casual is entitled to use up to two days personal leave as bereavement leave on any occasion on which a member of the employee's immediate family or household in Australia dies.

22.6.7(b) Unpaid leave entitlement

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, he or she is entitled to take up to two days unpaid bereavement leave.

22.6.7(c) Evidence supporting claim

The employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household.

22.6.8 Carer's leave

22.6.8(a) Paid leave entitlement

An employee other than a casual is entitled to use up to 40 hours personal leave each year to care for members of his or her immediate family or household 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 where another person has taken leave for the same person.

22.6.8(b) Notice required

22.6.8(b)(i) 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.

22.6.8(b)(ii) 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.

22.6.5(b)(iii) 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.

22.6.8(c) Evidence supporting claim

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 the care by another.

22.6.8(d) Unpaid leave

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

23. PARENTAL LEAVE

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

23.2 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.

23.3 Definitions

23.3.1 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.

23.3.2 Subject to 23.3.3, in this clause, **spouse** includes a de facto or former spouse.

23.3.3 In relation to 23.7, **spouse** includes a de facto spouse but does not include a former spouse.

23.4 Basic entitlement

- 23.4.1** 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.
- 23.4.2** Subject to 23.5.6, 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:
- 23.4.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - 23.4.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

23.5 Maternity leave

- 23.5.1** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 23.5.1(a)** of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
 - 23.5.1(b)** of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- 23.5.2** When the employee gives notice under 23.5.1(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.
- 23.5.3** 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.
- 23.5.4** Subject to 23.4.1 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.
- 23.5.5** 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.

23.5.6 Special maternity leave

23.5.6(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.

23.5.6(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.

23.5.6(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.

23.5.7 Where leave is granted under 23.5.4, 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 re-commencement date desired by the employee.

23.6 Paternity leave

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

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

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

23.6.1(c) a statutory declaration stating:

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

23.6.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

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

23.6.1(d) The employee will not be in breach of 23.6.1 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.

23.7 Adoption leave

23.7.1 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.

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

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

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

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

23.7.2(d) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

23.7.3 Where the placement of a 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.

23.7.4 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.

23.7.5 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.

23.8 Variation of period of parental leave

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.

23.9 Parental leave and other entitlements

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 fifty two weeks.

23.10 Transfer to a safe job

23.10.1 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.

23.10.2 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.

23.11 Returning to work after a period of parental leave

23.11.1 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.

23.11.2 An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 23.10, the employee will be entitled to return to the position they held immediately before such transfer.

23.11.3 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.

23.12 Replacement employees

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

- 23.12.2** 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

24. JURY SERVICE LEAVE

- 24.1** 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.
- 24.2** An employee shall notify the employer as soon as possible for the date on which they are required to attend for jury service.
- 24.3** 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.

25. CASUAL EMPLOYEES

- 25.1** An employee employed for a period of less than two weeks shall be deemed a casual employee and be paid 20% over the rates specified herein for his class of work.
- 25.2** If a casual is still required at the end of two weeks, he may be re-employed as a casual with payment in accordance with 25.1.
- 25.3** Casual employees shall be paid for all work performed on any of the days prescribed in 20.1 of this award at the rate of double time and one-half.

26. PART-TIME EMPLOYEES

- 26.1** Notwithstanding anything contained in this award, employees may be regularly employed to work less hours per week than are prescribed in clause 10 - Hours of this award, and such employees shall be remunerated at a weekly rate pro rata to the rate prescribed for the class of work on which they are engaged in the proportion which their hours of work bear to the hours fixed by clause 10 hereof for their class of work.
- 26.2** When an employee is employed under the provisions of this clause, he/she shall receive payment for wages, for annual leave, for holidays and for sick leave on a pro rata basis in the same proportion as the number of hours regularly worked each week bears to forty hours.

27. NOTICE OF TERMINATION

27.1 Notice of termination by employer

27.1.1 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:

Period of continuous service	Period of notice
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

27.1.2 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.

27.1.3 Payment in lieu of the 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.

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

27.1.5 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.

27.2 Notice of termination by an employee

27.2.1 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.

27.2.2 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.

27.3 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.

28. DISPUTE SETTLEMENT PROCEDURE

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

28.1.1 The employee and their supervisor meeting and conferring on the matter; and

28.1.2 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.

28.1.3 If the matter is still not resolved a discussion shall be held between representatives of the employer and the Union or other employee representative.

28.1.4 If the matter cannot be resolved it may be referred to the Commission.

28.2 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.

28.3 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.

28.4 Any such training will be agreed between the employer and the individual employee.

28.5 Payment for leave will not include shift or penalty payments or overtime.

B. This order shall come into force from the beginning of the first pay period commencing on or after 31 August 2000 and shall remain in force for a period of two years.

SCHEDULE A - RESPONDENTS

The Board of Management
ASHBURTON HEALTH SERVICE
Millstream Road,
KARRATHA WA 6714
(PO Box 519 KARRATHA WA 6714)

The Board of Management
AVON HEALTH SERVICE
82 Newcastle Road,
NORTHAM WA 6401
(PO Box 690 NORTHAM WA 6401)

The Board of Management
BEVERLEY HEALTH SERVICES
Sewell Street,
BEVERLEY WA 6304
(PO Box 142 BEVERLEY WA 6304)

The Board of Management
BODDINGTON DISTRICT HOSPITAL BOARD
Hotham Avenue,
BODDINGTON WA 6306

The Board of Management
BROOKTON HEALTH SERVICE
9 Lennard Street,
BROOKTON WA 6306
(PO Box 58 BROOKTON WA 6306)

The Board of Management
BRUCE ROCK MEMORIAL HOSPITAL BOARD
Dunstall Street,
BRUCE ROCK WA 6418

The Board of Management
BUNBURY HEALTH SERVICE
Blair Street,
BUNBURY WA 6230
(PO Box 301, BUNBURY WA 6231)

The Board of Management
CENTRAL GREAT SOUTHERN HEALTH SERVICE BOARD
Watson House, Elizabeth Street,
KATANNING WA 6317

The Board of Management
COLLIE HEALTH SERVICE
Deakin Street,
COLLIE WA 6225
(PO Box 505 COLLIE WA 6225)

The Board of Management
CORRIGIN DISTRICT HOSPITAL BOARD
Kirwood Street,
CORRIGIN WA 6375

The Board of Management
CUNDERDIN DISTRICT HOSPITAL BOARD
Cubbine Road,
CUNDERDIN WA 6407

The Board of Management
DONGARA HEALTH SERVICE
48 Blenheim Road,
DONGARA WA 6625
(PO Box 242 DONGARA WA 6531)

The Board of Management
DONNYBROOK/BALINGUP HEALTH SERVICE
Bentley Street,
DONNYBROOK WA 6239

The Board of Management
DUNDAS HEALTH SERVICE
Talbot Street,
NORSEMAN WA 6443
(PO Box 155 NORSEMAN WA 6443)

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

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

The Board of Management
GASCOYNE HEALTH SERVICE
Cleaver Street,
CARNARVON WA 6701
(PO Box 417 CARNARVON WA 6701)

The Board of Management
GERALDTON HEALTH SERVICE
Shenton Street,
GERALDTON WA 6530
(PO Box 22 GERALDTON WA 6531)

The Board of Management
HARVEY YARLOOP HEALTH SERVICE BOARD
45 Hayward Street,
HARVEY WA 6220

The Board of Management
HAWTHORN HOSPITAL
100 Flinders Street,
MT HAWTHORN WA 6016

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

The Board of Management
KELLERBERRIN HEALTH SERVICE BOARD OF MANAGEMENT
51 - 63 Gregory Street,
KELLERBERRIN WA 6410

The Board of Management
KIMBERLEY HEALTH SERVICE
Clarendon Street,
DERBY WA 6728
(PMB 930 DERBY WA 6728)

The Board of Management
KUNUNOPPIN AND DISTRICTS HEALTH SERVICE
Leake Street,
KUNUNOPPIN WA 6489

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

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

The Board of Management
MERREDIN HEALTH SERVICE
Kitchener Road,
MERREDIN WA 6415
(PO Box 241 MERREDIN WA 6415)

The Board of Management
METROPOLITAN HEALTH SERVICE BOARD
1 Havelock Street,
WEST PERTH WA 6005

The Board of Management
MORAWA & DISTRICTS HEALTH SERVICE
Caufield Road,
MORAWA WA 6623
(PO Box 229 MORAWA WA 6623)

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

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

The Board of Management
MURCHISON HEALTH SERVICE
Savage Street,
MEEKATHARRA WA 6642
(PO Box 82 MEEKATHARRA WA 6642)

The Board of Management
NAREMBEEN HEALTH SERVICES BOARD
Ada Street,
NAREMBEEN WA 6369

The Board of Management
NICHOL BAY HOSPITAL
Millstream Road,
KARRATHA WA 6714
(PO BOX 519 KARRATHA WA 6714)

The Board of Management
NORTHAMPTON KALBARRI HEALTH SERVICES
Stephen Street,
NORTHAMPTON WA 6535
(PO Box 400 NORTHAMPTON WA 6535)

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

The Board of Management
PEEL HEALTH SERVICES
63 Ormsby Terrace,
MANDURAH WA 6210
(PO Box 541 MANDURAH WA 6210)

The Board of Management
QUADRIPLEGIC CENTRE BOARD
Shelby Street,
SHENTON PARK WA 6008

The Board of Management
QUAIRADING DISTRICT HOSPITAL BOARD
Harris Street,
QUAIRADING WA 6383

The Board of Management
RAVENSTHORPE HEALTH SERVICE
Martin Street,
RAVENSTHORPE WA 6346
(PO Box 53 RAVENSTHORPE WA 6346)

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

The Board of Management
SOUTHERN CROSS DISTRICT HEALTH SERVICE BOARD
Coolgardie Street,
SOUTHERN CROSS WA 6426

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

The Board of Management
VASSE LEEUWIN HEALTH BOARD
18 West Street,
BUSSELTON WA 6280

The Board of Management
WARREN BLACKWOD HEALTH SERVICE BOARD
Hospital Avenue,
MANJIMUP WA 6258
(PO Box 1150 MANJIMUP WA 6258)

The Board of Management
WESTERN HEALTH SERVICE
Gingin Business Centre, Brockman Street,
GINGIN WA 6503

The Board of Management
WICKHAM DISTRICT HOSPITAL
Mulga Way,
WICKHAM WA 6720
(PO Box 103 WICKHAM WA 6720)

The Board of Management
WYALKATCHEM-KOORDA AND DISTRICTS HOSPITAL BOARD
Honour Avenue,
WYALKATCHEM WA 6485

The Board of Management
YALGOO HEALTH SERVICE
Lot 26, Stanley Street,
YALGOO WA 6635

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