

**WA HEALTH DENTAL TECHNICIANS (DENTAL HEALTH SERVICES) AWARD 2016**  
**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**


<b>PARTIES</b>	CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA INCORPORATED	<b>APPLICANT</b>
	-v-	
	NORTH METROPOLITAN HEALTH SERVICE ESTABLISHED AS A HEALTH SERVICE PROVIDER PURSUANT TO SECTION 32 OF THE HEALTH SERVICES ACT 2016 (WA)	<b>RESPONDENT</b>
<b>CORAM</b>	PUBLIC SERVICE ARBITRATOR COMMISSIONER T EMMANUEL	
<b>DATE</b>	WEDNESDAY, 21 DECEMBER 2016	
<b>FILE NO</b>	PSAA 1 OF 2016	
<b>CITATION NO.</b>	2016 WAIRC 00953	

<b>Result</b>	Award issued
<b>Representation</b>	
<b>Applicant</b>	Ms J Moore (of counsel)
<b>Respondent</b>	Ms R Sinton (as agent)

*Order*

HAVING heard Ms J Moore (of counsel) on behalf of the applicant and Ms R Sinton (as agent) on behalf of the respondent, the Public Service Arbitrator, pursuant to the powers conferred on her under the *Industrial Relations Act 1979* (WA), hereby orders –

THAT the WA Health Dental Technicians (Dental Health Services) Award 2016 be made in accordance with the following schedule and that such award shall have effect on and from the date of this order.


**L.S. (Sgd.) T. EMMANUEL**

COMMISSIONER T EMMANUEL  
PUBLIC SERVICE ARBITRATOR

# WA Health Dental Technicians (Dental Health Services) Award 2016

## 1. - TITLE

This Award shall be known as the WA Health Dental Technicians (Dental Health Services) Award 2016 and shall supersede and replace the Hospital Employees' (Perth Dental Hospital) Award 1971.

### 1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more is \$692.90 per week payable on and from the commencement of the first pay period on or after 1 July 2016.
- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993* (WA).
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
  - (a) Apply to all work in ordinary hours.
  - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2015 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

*This is not an official copy of the Award as published by the WAIRC*

(10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$593.90 per week on and from the commencement of the first pay period on or after 1 July 2016.
- (b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
- (c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
- (d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

2. - ARRANGEMENT

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### 3. - AREA OF OPERATION

This Award shall apply throughout the State of Western Australia.

### 4. - SCOPE

This Award shall apply to Dental Technicians who are members of or eligible to be members of the Civil Service Association of Western Australia Incorporated, employed by the Employer in the classifications prescribed in “Schedule B – Wages” within Dental Health Services (an administrative entity of the Employer as at the date of registration).

### 5. - TERM OF AWARD

This Award has effect on and from the date of registration until such time as it is cancelled or replaced.

### 6. - DEFINITIONS

“Apprentice” means an apprentice under the *Vocational Education and Training Act 1996* (WA) as amended from time to time.

"Board of Reference" means a Board of Reference established under the provisions of Section 48 of the *Industrial Relations Act 1979*.

"Casual employee" means an employee engaged by the hour for a period not exceeding one calendar month in any period of engagement, or any employee employed as a casual on an hourly rate of pay by agreement between the Association and the employer.

“De facto partner” means a relationship (other than a legal marriage) between two persons of either different sexes or the same sex, who live together in a marriage-like relationship, as provided for by the *Interpretation Act 1984* (WA) as amended from time to time.

“Dental Technician” means a person employed within the government health industry who is involved in the construction of dentures, crowns, bridges, orthodontic appliances, cast metal frameworks and other dental appliances. A dental technician also repairs and modifies these appliances and possesses an approved qualification in Dental

Technology to Level 5 within the Australian Qualification Framework (the Diploma of Dental Technology or equivalent).

“Dental Technician Advanced Level 1” means a Dental Technician (as defined);

- (i) who has satisfied all the requirements as a Dental Technician Level 4, or who has had equivalent training according to the employer;
- (ii) who is engaged in all aspects of crown and bridge work, or cast metal dentures, or orthodontics or advanced complete and partial denture construction; and
- (iii) who has satisfied the employer by a practical trade test that he/she possesses a particular skill in which he/she seeks advancement.

“Dental Technician Advanced Level 2” means a Dental Technician (as defined); who in addition to meeting the requirements for a Dental Technician Advanced Level 1, has satisfied the employer by a theoretical trade test that he/she possesses a particular skill in which he/she seeks advancement.

"Employer" means the North Metropolitan Health Service.

"Fixed term employee" means an employee who is employed on a full time or part-time basis on a contract of service of specified duration.

"Fortnightly wage rate" means the authorised weekly wage rate multiplied by two.

"Headquarters" means the place in which the principal work of an employee is carried out, as defined by the employer.

"Metropolitan area" means that area within a radius of 50 kilometres from the Perth city railway station.

"One working day" shall equate to seven hours and thirty six minutes.

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

"Part-time employment" means regular and continuing employment of less than 38 hours per week.

"Spouse" means a person who is lawfully married to that person.

"Trade Test" shall mean a test set by Dental Health Services, comprising of practical and/or theoretical components.

"The Association" means the Civil Service Association of Western Australia Incorporated.

"Union" means the Civil Service Association of Western Australia Incorporated.

"WAIRC" means the Western Australian Industrial Relations Commission.

## 7. - CERTIFICATE OF SERVICE

On request, the employer shall issue a Certificate of Service containing full information as to the period of service, and nature of duties performed by the employee to the employee on redundancy, retirement, resignation or where contracts of service expire through the effluxion of time.

## 8. - CONTRACT OF SERVICE

- (1) (a) Every employee appointed to the employ of an employer shall be on probation for a period not exceeding six months, unless otherwise determined by the employer.

However, employees appointed from the Public Sector who have at least six months' continuous satisfactory service immediately prior to their permanent appointment will not be required to serve a probationary period.

- (b) At any time during the period of probation the employer may annul the appointment and terminate the services of the employee by the giving of one week's notice by either party or payment in lieu thereof, by either party.
  - (c) As soon as possible following the expiry of the period of probation the employer shall:
    - (i) confirm the appointment; or
    - (ii) extend the period of probation for up to six months;
    - (iii) allow the probationary employment to lapse.
  - (d) Where the employer extends the period of probationary employment the contract of employment may be terminated as set out in paragraph (b) of this subclause.
  - (e) The employer may summarily dismiss an employee deemed guilty of gross misconduct or neglect of duty and the employee shall not be entitled to any notice or payment in lieu of notice.
- (2) (a) No employee shall leave the employ of an employer until the expiration of one month's written notice of the employee's intention to do so, without the approval of the employer. An employee who fails to give the required notice shall forfeit a sum of \$500.00. Such monies may be withheld from monies due on termination.
  - (b) One month's written notice shall be given by the employer to an employee whose services are no longer required. Provided that the employer may pay the employee one month's wage in lieu of the said notice.
  - (c) Notwithstanding any of the other provisions contained in this clause a lesser period of notice may be negotiated between the employer and the employee.
  - (d) The employer may summarily dismiss an employee deemed guilty of gross misconduct or neglect of duty and the employee shall not be entitled to any notice or payment in lieu of notice.
  - (e) An employee having attained the age of 55 years shall be entitled to retire from the employ of the employer.
- (3) (a) A part-time employee shall be entitled to the same wage, leave and other conditions prescribed in this award for full-time employees, with payment for paid leave being in the proportion to which the employee's weekly hours bear to the weekly hours of an employee engaged full time in that class of work.
  - (b) The provisions of subclause (2) of this clause shall also apply in respect to part time employees.
- (4) (a) Notwithstanding the other provisions contained in this clause an employer may employ employees for a fixed term.
  - (b) Employees appointed for a fixed term shall be advised in writing of the terms of the appointment and such advice shall specify the dates of commencement and termination of employment.
  - (c) The provisions of paragraphs (a), (b), (c) and (d) of subclause (2) of this clause shall also apply in respect to fixed term employees.

#### 9. - PART-TIME EMPLOYMENT

- (1) (a) Each permanent part-time arrangement shall be confirmed by the employer in writing and should include the following specifications:
  - (i) the agreed period of the arrangement; and

- (ii) the hours to be worked daily and weekly by the employee , including starting and finishing times, which shall hereinafter be referred to as "ordinary working hours".
- (b) The employer shall give an employee one (1) months' notice of any proposed variation to that employee's ordinary working hours, provided that the employer shall not vary the employee's total weekly hours of duty without the employee's prior written consent, a copy of which shall be forwarded to the Association.
- (c) Notwithstanding paragraph (b) of this subclause whenever agreement in writing is reached for a temporary variation to an employee's ordinary working hours:
  - (i) Time worked up to 7 hours and thirty six minutes on any day is not to be regarded as overtime but an extension of the contract hours for that day and should be paid at the normal rate of pay.
  - (ii) Additional days worked, up to a total of five days per week, are also regarded as an extension of the contract and should be paid at the normal rate of pay.
- (2) The provisions of Clause 21. - Overtime of this Award shall apply to all time worked outside the ordinary working hours prescribed by paragraph (a) (ii) of subclause (1) of this clause unless an arrangement pursuant to paragraph (c) of subclause (1) of this clause is in place.
- (3) Nothing in this clause prevents the employer and the employee agreeing to other such arrangements as is approved by the employer, in accordance with subclause (4) of Clause 19. - Hours of this Award.
- (4) (a) An employee who is employed on a part-time basis shall be paid a proportion of the appropriate full-time wage dependent upon time worked. The wage shall be calculated in accordance with the following formula:
 
$$\frac{\text{Hours Worked per Fortnight}}{76} \times \frac{\text{Full-time Fortnightly Wage}}{1}$$
- (b) An employee shall be entitled to annual increments as prescribed in Clause 17. - Annual Increments of this Award.
- (5) Employees are entitled to the holidays prescribed in Clause 23. - Public Holidays of this Award without variation of the employee's fortnightly wage provided the holidays occur on a day which is normally worked.
- (6) (a) An employee shall be granted leave in accordance with Clause 22. - Annual Leave of this Award. Payment to an employee proceeding on annual leave shall be calculated having regard for any variations to the employee's ordinary working hours during the accrual period. Payment in such instances shall be calculated as follows:
  - (i) Where accrued annual leave only is being taken, the ordinary hours worked by the employee over the accrual period shall be averaged to achieve the average hours worked per fortnight. This average is then applied to the following formula to achieve an average fortnightly rate of pay:
 
$$\frac{\text{Average Fortnightly Hours Worked}}{76} \times \frac{\text{Fortnightly Wage}}{1}$$
  - (ii) Subject to paragraph (iv) of this subclause, annual leave taken entirely in advance shall be paid according to the wage the employee would have received had the employee not proceeded on leave.
  - (iii) Subject to paragraph (iv) of this subclause, annual leave which combines both accrued and leave taken in advance, shall be calculated as follows:
 

the accrued portion of leave shall be paid at the rate achieved by averaging the hours worked during the accrual period; and

the portion of leave which is being taken in advance shall be paid according to the wage the employee would have received had the employee not proceeded on leave.

(iv) Payment for annual leave taken in advance pursuant to paragraph (ii) and (iii) of this subclause, shall be subject to financial reconciliation either at the end of the calendar year or when the employee ceases employment to take account of any variations in the hours worked by the employee subsequent to the employee proceeding on annual leave. This may require further payment by the employer to the employee, or repayment by the employee to the employer. In all instances the reconciliation should be based on the appropriate fortnightly wage at the time the leave was taken. An employee taking annual leave in advance shall be advised of the requirements of this section prior to the employee proceeding on such leave.

(7) Credits provided in Clause 25. - Sick Leave of this Award shall accrue to the employee provided that where an employee is employed for less than 76 hours per fortnight, the credits shall be pro rated according to the number of hours worked each fortnight. Payment made for sick leave granted in respect of part-time service shall be calculated in accordance with the formula set out in paragraph (a) of subclause (4) of this clause.

(8) An employee shall proceed on long service leave for 13 weeks after ten years continuous service. Payment made for long service leave granted to an employee in respect of such part-time service shall be adjusted according to the hours worked by the employee during that part-time service, subject to the following:

(a) If an employee consistently worked on a part-time basis for a regular number of hours during the whole of the employee's qualifying service, the employee shall continue to be paid the wage determined on that basis during the long service leave.

(b) If an employee has worked a varying number of weekly hours during the period of qualifying service, the payment for long service leave granted in respect of part-time service should be calculated on a wage which bears to the full-time wage of the position occupied by the employee when taking leave the same proportion that the hours worked when employed part-time bears to the normal weekly hours of a full-time employee.

(9) Subject to Clauses 37. - Trade Union Training Leave and 38. - Defence Force Reserves Leave of this Award, part-time employees shall receive the same entitlement as full-time employees, but payment shall only be made for those hours that would normally have been worked but for the leave.

(10) Subject to Clause 30. - Short Leave of this Award, part-time employees are eligible for short leave on a pro-rata basis calculated in accordance with the following formula:

$$\frac{\text{Hours Worked Per Fortnight}}{76} \quad \times \quad \frac{22.8 \text{ Hours}}{1}$$

(11) Subject to Clause 29. - Study Assistance of this Award, part-time employees are entitled to study leave on the same basis as full-time employees.

(12) Right of Reversion of Employees

(a) Where a full-time employee is permitted to work part-time for a specified period no greater than 12 months, that employee has a right, (upon written application) to revert to full-time hours in that position, or a position of equal classification, as soon as is deemed practicable by the employer, but no later than the expiry of the agreed period.

(b) Where a full-time employee is permitted to work part-time for a period greater than 12 months that employee may apply to revert to full-time hours in the position previously occupied before becoming part-time or a position of equal classification but only as soon as deemed practicable by the employer. This should not prevent the transfer of said employee to another full-time position in a classification commensurable to that of their previous full-time position.

(13) The number or proportion of part-time Dental Technicians shall not exceed any number or proportion that may be agreed in writing between the Civil Service Association and the employer.



## 10. - CASUAL EMPLOYMENT

- (1) Wage
- (a) A casual employee shall be paid for each hour worked at the appropriate classification contained in Clause 11. - Wages of this Award in accordance with the following formula:
- $$\frac{\text{Fortnightly Wage}}{76}$$
- With the addition of twenty percent in lieu of annual leave, sick leave, long service leave and payment for public holidays.
- (2) Conditions of Employment
- (a) Conditions of employment, leave and allowances provided under the provisions of this Award shall not apply to a casual employee with the exception of bereavement and carer's leave. However, where expenses are directly and necessarily incurred by a casual employee in the ordinary performance of their duties, he/she shall be entitled to reimbursement in accordance with the provisions of this Award.
- (b) Nothing in this clause shall confer "permanent" or "fixed term contract" employee status to a casual employee.
- (c) The employment of a casual employee may be terminated at any time by the casual employee or the employer giving to the other, one hour's prior notice. In the event of an employer or casual employee failing to give the required notice, one hour's wage shall be paid or forfeited.
- (d) The provisions of Clause 21. - Overtime Allowance of this Award do not apply to casual employees who are paid by the hour for each hour worked. Additional hours are paid at the normal casual rate.
- (e) A casual employee shall be informed that their employment is casual and that they have no entitlement to paid leave, with the exception of bereavement leave before they are engaged.
- (3) Caring Responsibilities
- (a) Subject to the evidentiary and notice requirements in Clause 26 – Carers Leave of this Award, a casual employee shall be entitled to not be available to attend work or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the casual employee shall agree on the period for which the casual employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the casual employee accessed the entitlements provided for in this subclause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

## 11. - WAGES

- (1) The weekly base rate of pay applicable to Dental Technicians and Apprentice Dental Technicians are those contained in Schedule B –Wages of this Award.
- (2) Payment Of Wages
- (a) Wages shall be paid fortnightly but, where the usual pay day falls on a public holiday, payment shall be made on the previous working day.
- (b) The hourly rate shall be computed as one seventy-sixth of the fortnight's wages.

- (c) The hourly rate referred to in paragraph (b) of this subclause shall only be applied to an average of no more than 38 hours per week worked as ordinary hours under this Award.
  - (d) Wages shall be paid by direct funds transfer to the credit of an account nominated by the employee at a bank, building society or credit union approved by the Under Treasurer or an Accountable Employee.
  - (e) Provided that where such form of payment is impracticable or where some exceptional circumstances exist, and by agreement between the employer and the Association, payment by cheque may be made.
- (3) (a) Apprentice: The weekly rate of wage shall be a percentage of the tradesperson's rate as under:
- |  |    |
|--|----|
| (i) Four Year Term                                   | %  |
| 1 <sup>st</sup> year of employment                   | 42 |
| 2 <sup>nd</sup> year of employment                   | 55 |
| 3 <sup>rd</sup> year of employment                   | 75 |
| 4 <sup>th</sup> year of employment                   | 88 |
| (ii) Three and a Half Year Term                      |    |
| 1 <sup>st</sup> six months                           | 42 |
| Next year  | 55 |
| Next following year                                  | 75 |
| Final Year   | 88 |
| (iii) Three Year Term                                |    |
| 1 <sup>st</sup> year of employment                   | 55 |
| 2 <sup>nd</sup> year of employment                   | 75 |
| 3 <sup>rd</sup> year of employment<br>and thereafter | 88 |

For the purposes of this part, "Tradesperson's Rate" means the total wage prescribed in Schedule B - Wages for a Dental Technician Year 1.

- (4) Arbitrated Safety Net Adjustments
- (a) The rates of pay in this Award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.
  - (b) These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.
  - (c) Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

(5) Special Allowances

The employer shall not be prohibited from granting special allowances based on additional duties and responsibilities undertaken by an employee due to expertise and knowledge of the employee.

(6) Amalgamation of Wage Classes

In allocating wages or wage ranges the employer may amalgamate any two or more levels or, allocate specific wage points from a level or levels prescribed by this Award.

12. - PURCHASED LEAVE - 44/52 SALARY ARRANGEMENT

- (1) The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to eight (8) weeks additional leave.

- (2) The employer will assess each application for a 44/52 salary arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement.
- (3) Where an employee is applying for purchased leave of between five (5) and eight (8) weeks the employer will give priority access to those employees with carer responsibilities.
- (4) Access to this entitlement will be subject to the employee having satisfied the agency's accrued leave management policy.
- (5) The employee can agree to take a reduced wage spread over the 52 weeks of the year and receive the following amounts of purchased leave:

<b>Number of Weeks' Salary Spread Over 52 Weeks</b>	<b>Number of Weeks' Purchased Leave</b>
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- (6) The purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the purchased leave not taken. In the event that the employee is unable to take such purchased leave, his/her wage will be adjusted on the last pay period in January to take account of the fact that time worked during the year was not included in the wage.
- (7) Where an employee who is in receipt of an allowance provided for in Clause 18. - Higher Duties Allowance of this Award proceeds on any period of additional purchased leave the employee shall not be entitled to receive payment of the allowance for any period of additional purchased leave. When not on a period of purchased leave the employee shall receive the full entitlement to Higher Duties Allowance in accordance with Clause 18 – Higher Duties Allowance of this Award.
- (8) In the event that a part-time employee's ordinary working hours are varied during the year, the wage paid for such leave taken will be adjusted on the last pay in January to take into account any variations to the employee's ordinary working hours during the previous year.

### 13. - PURCHASED LEAVE - DEFERRED SALARY ARRANGEMENT

- (1) With the written agreement of the employer, an employee may elect to receive, over a four-year period, 80% of the wage they would otherwise be entitled to receive in accordance with this Award.
- (2) The employer will assess each application for deferred salary on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- (3) On completion of the fourth year, an employee will be entitled to 12 months leave and will receive an amount equal to 80% of the wage they were otherwise entitled to in the fourth year of deferment.
- (4) Where an employee completes four (4) years of deferred salary service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as service on a pro-rata basis for all purposes.
- (5) An employee may withdraw from this arrangement prior to completing a four-year period by written notice. The employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.
- (6) The employer will ensure that superannuation arrangements and taxation effects are fully explained to the employee by the relevant Authority. The employer will put any necessary arrangements into place.

#### Variation of the Arrangements

- (7) As an alternative to subclause (5) of this clause, and only by mutual agreement of the employer and the employee, the provisions of the deferred arrangement may be varied subject to the following:
  - (a) the term of the arrangement will not extend beyond that contemplated by this clause,
  - (b) the variation will not result in any consequential monetary or related gain or loss to either the employer or the employee, and
  - (c) the percentage of salary to apply during the 12 months leave as specified in subclause 3 of this clause will be calculated as 80% of the average ordinary prescribed hours worked over the previous four years.

#### 14. - SALARY PACKAGING ARRANGEMENT

- (1) An employee may, by agreement with the employer, enter into a salary packaging arrangement in accordance with this clause and Australian Taxation Office requirements.
- (2) Salary packaging is an arrangement whereby the entitlements and benefits under this Award, contributing toward the Total Employment Cost (TEC), (as defined in subclause (3) of this clause) of an employee, can be reduced by and substituted with another or other benefits.
- (3) The TEC for salary packaging purposes is calculated by adding the following entitlements and benefits:
  - (a) the base salary;
  - (b) other cash allowances;
  - (c) non cash benefits;
  - (d) any Fringe Benefit Tax liabilities currently paid; and
  - (e) any variable components.
- (4) Where an employee enters into a salary packaging arrangement the employee will be required to enter into a separate written agreement with the employer setting out the terms and conditions of the salary packaging arrangement.
- (5) Notwithstanding any salary packaging arrangement, the salary rate as specified in this Award, is the basis for calculating wage related entitlements specified in the Award.
- (6) Compulsory Employer Superannuation Guarantee contributions are to be calculated in accordance with applicable federal and state legislation. Compulsory employer contributions made to superannuation schemes established under the *State Superannuation Act 2000* (WA) are calculated on the gross (pre-packaged) salary amount regardless of whether an employee participates in a salary packaging arrangement with their employer.
- (7) A salary packaging arrangement cannot increase the costs to the employer of employing an individual.
- (8) A salary packaging arrangement is to provide that the amount of any taxes, penalties or other costs for which the employer or employee is or may become liable for and are related to the salary packaging arrangement, shall be borne in full by the employee.
- (9) In the event of any increase in taxes, penalties or costs relating to a salary packaging arrangement, the employee may vary or cancel that salary packaging arrangement.

#### 15. - SUPPORTED WAGE

- (1) Employees Eligible for a Supported Wage

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

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

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

(2) Eligibility Criteria

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

(3) Supported Wage Rates

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

Assessed Capacity (clause 16.5)	% of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$61 per week).

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

(4) Assessment of Capacity

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

- (a) the employer and the union, in consultation with the employee, or if desired by any of these; or
- (b) the employer and an accredited Assessor from a panel agreed by the parties to the Award and the employee.

(5) Lodgement of Assessment Instruments

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

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

(6) Review of Assessment

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

(7) Other Terms and Conditions of Employment

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

(8) Workplace Adjustment

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

(9) Trial Period

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

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

The minimum amount payable to the employee during the trial period shall be no less than \$61 per week.

Work trials should include induction or training as appropriate to the job being trialled.

Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (5) of this clause.

## 16. - APPRENTICES

(1) Apprenticeships

(a) Apprentices may be taken in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) Dental Technicians and shall not be taken in excess of that ratio unless –

(i) The Union agrees; or

(ii) The WAIRC so determines.

(b) Where an apprentice has a rostered day off duty as prescribed in “Clause 19. – Hours” and that day falls within a period of block release an alternative rostered day off shall be arranged at a mutually convenient time.

(c) If, through no fault of their own, an apprentice fails to attend a period of training in any week, fortnight or year as prescribed that period shall be made up as agreed between the apprentice, Employer and training authority.

(d) An apprentice shall be released to attend vocational classes or classes of instruction in accordance with the *Vocational Education and Training Act 1996 (WA)*, the *Vocational Education and Training (General) Regulations 2009 (WA)*, or the Training Contract as the case requires. Apprentices shall be paid the ordinary wages they would otherwise have been paid during the period they are released from work.

- (e) The provisions of this Award shall be read in conjunction with the *Vocational Education and Training Act 1996 (WA)* and the *Vocational Education and Training (General) Regulations 2009 (WA)* as amended from time to time.

#### 17. - ANNUAL INCREMENTS

- (1) Employees shall proceed to the maximum of their wage range by annual increments, after 12 months continuous service at each increment point, unless there is an adverse report on the employee's performance or conduct which recommends the non-payment of an annual increment.
- (2) The following process shall apply where a report on an employee's performance or conduct recommends the non-payment of an annual increment:
  - (a) The employee will be shown the report prior to completing 12 months continuous service since their last incremental advance.
  - (b) The employee will be provided with an opportunity to comment in writing.
  - (c) The employee's comments will be considered immediately by the employer and a decision made as to whether to approve the payment of the increment or withhold payment for a specific period.
  - (d) Where the increment is withheld, the employer before the expiry of the specified period will complete a further report and the above provisions will apply.
- (3) The non-payment of an increment will not change the normal anniversary date of any further increment payments.
- (4) For the purposes of this clause "continuous service", except where an increment is payable according to age, shall not include:
  - (a) any period exceeding 14 calendar days during which an employee is absent on leave without pay. In the case of leave without pay which exceeds 14 calendar days the entire period of such leave without pay is excised in full;
  - (b) any period which exceeds six months in one continuous period during which an employee is absent on workers' compensation. Provided that only that portion of such continuous absence which exceeds six months shall not count as "continuous service";
  - (c) any period which exceeds three months in one continuous period during which an employee is absent on sick leave without pay. Provided that only that portion of such continuous absence which exceeds three months shall not count as "continuous service".

#### 18. - HIGHER DUTIES ALLOWANCE

- (1) An employee who is directed by the employer to act in an office which is classified higher than the employee's own substantive office and who performs the full duties and accepts the full responsibility of the higher office for a continuous period of five (5) consecutive working days or more, shall, subject to the provisions of this clause, be paid an allowance equal to the difference between the employee's own wage and the wage the employee would receive if the employee was permanently appointed to the office in which the employee is so directed to act.

Provided that where the hours of duty of an employee performing shift work are greater than 7 hours and 36 minutes per day as provided for in paragraph (3)(a) of Clause 20 – Shift Work Allowance of this Award the allowance shall be payable after the completion of 38 consecutive working hours in the higher classified position. This period shall not include any time worked as overtime.
- (2) Where the full duties of a higher office are temporarily performed by two (2) or more employees they shall each be paid an allowance as determined by the employer.

- (3) An employee who is directed to act in a higher classified office but who is not required to carry out the full duties of the position and/or accept the full responsibilities, shall be paid such proportion of the allowance provided for in subclause (1) of this clause as the duties and responsibilities performed bear to the full duties and responsibilities of the higher office. Provided that the employee shall be informed, prior to the commencement of acting in the higher classified office, of the duties to be carried out, the responsibilities to be accepted and the allowance to be paid.

The allowance paid may be adjusted during the period of higher duties.

- (4) Where an employee who has qualified for payment of higher duties allowance under this clause is required to act in another office or other offices classified higher than the employee's own for periods less than five consecutive working days without any break in acting service, such employee shall be paid a higher duties allowance for such periods: provided that payment shall be made at the highest rate the employee has been paid during the term of continuous acting or at the rate applicable to the office in which the employee is currently acting - whichever is the lesser.
- (5) Where an employee is directed to act in an office which has an incremental range of salaries such an employee shall be entitled to receive an increase in the higher duties allowance equivalent to the annual increment the employee would have received had the employee been permanently appointed to such office; provided that acting service with allowances for acting in offices for the same classification or higher than the office during the eighteen (18) months preceding the commencement of such acting shall aggregate as qualifying service towards such an increase in the allowance.
- (6) Where an employee who is in receipt of an allowance granted under this clause and has been so for a continuous period of twelve (12) months or more, proceeds on -
- (a) a period of normal annual leave; or
  - (b) a period of any other approved leave of absence of not more than four (4) weeks, the employee shall continue to receive the allowance for the period of leave, provided that this subclause shall also apply to an employee who has been in receipt of an allowance for less than twelve (12) months if during the employee's absence no other employee acts in the office in which the employee was acting immediately prior to proceeding on leave and the employee resumes in the office immediately on return from leave.
- (7) For the purpose of this clause the expression "normal annual leave" shall mean the annual period of recreation leave as referred to in Clause 22. - Annual Leave of this Award and shall include any public holidays and leave in lieu accrued during the preceding twelve (12) months taken in conjunction with such annual leave.
- (8) Where employees in receipt of an allowance granted under this clause and proceeds on:
- (a) a period of annual leave in excess of the normal, such employees shall only receive payment of such allowance for the period of normal annual leave and,
  - (b) a period of any other approved leave of absence of more than four (4) weeks, such employees shall not be entitled to receive payment of such allowance for the whole or any part of the period of such leave.

#### 19. - HOURS

- (1) Except as otherwise provided in this clause, the ordinary hours of work shall be 38 hours per week to be worked as determined by the employer between the hours of 7.00 am and 6.00 pm on five days per week Monday to Friday.
- (2)
- (a) Employees shall be entitled to a meal break between 12.00 noon and 2.00 pm which shall not be less than 30 minutes nor greater than 90 minutes in duration. An employee shall not be required to work for more than five (5) hours on any day without taking a meal break.
  - (b) In the event of an emergency an employer may defer the taking of a meal break.
  - (c) For the purposes of this clause a standard meal break shall be 45 minutes in duration.



- (3) The employer may vary the ordinary hours of attendance observed so as to make provision for -
- (a) the attendance of employees for ordinary duty on a Saturday, Sunday, or Public Holiday as prescribed in Clause 23. - Public Holidays of this Award;
  - (b) the performance of shift work including work on Saturdays, Sundays, and Public Holidays as prescribed in Clause 20. - Shift Work Allowance of this Award;
  - (c) the disposal of public business or the nature of the duties of an employee or class of employees.

Provided that where the ordinary hours of duty are so varied they shall not prescribe ordinary working hours in excess of 152 in a four week period. This provision is subject to subclause (2)(a) of this clause.

- (4) Notwithstanding the provisions of paragraph (a) of this subclause, where it is considered necessary to provide for more economic operations the employer may authorise the operation of alternative working arrangements.

Such alternative working arrangements shall be either -

- (a) the operation of flexitime as specified in subclause (6) of this clause; or
  - (b) the operation of a nine day fortnight as specified in subclause (7) of this clause; or
  - (c) such other arrangement as is considered appropriate by the employer.
- (5) (a) Where an employee is required to relieve in another position which is subject to a different working arrangement the employee relieving shall observe the working arrangement applicable to the position in which the relief is being carried out.
- (b) A period of relief to be carried out in a position subject to a nine day fortnight shall not commence or cease on the substantive occupant's rostered day off.

In respect to the provisions contained in subclause (5) of this clause any period of relief which results in the employee incurring a debit or credit of hours outside of 76 hours a fortnight shall be adjusted upon return to the substantive position subject to consultation with the employer.

- (6) Flexitime Arrangements

- (a) In accordance with subclause (4)(a) of this clause employees may select their own starting and finishing times within the following periods:

7.00 am to 9.30 am

12.00 noon to 2.00 pm

3.30 pm to 6.00 pm

- (b) (i) A flexitime roster shall be maintained by the employer who will indicate the minimum staffing and other requirements in respect to starting and finishing times, lunch break coverage and flexileave.
  - (ii) The flexitime roster shall be made available to all affected employees no later than three days prior to the settlement period described in subclause (6)(h)(i) of this clause.
  - (iii) The flexitime roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine hours to suit operational needs.
  - (iv) Subject to four weeks' notice being given, the employer may withdraw the authorisation of a flexitime roster.
- (c) Employees must work in the following periods:

9.30 am to 12.00 noon

2.00 pm to 3.30 pm

For the purposes of this subclause such periods are to be known as core periods.

- (d) An employee shall be allowed a meal break between 12.00 noon and 2.00 pm of not less than 30 minutes but not exceeding 45 minutes except where approved by the employer.
- (e) Notwithstanding any provisions contained in this subclause an employee may be allowed a maximum of two full days or any combination of half days and full days that does not exceed two days in any one settlement period as described in subclause (6)(h)(i) of this clause.
- (f) Flexileave may be taken before accrual subject to such conditions as the employer may impose.
- (g) Full days of flexileave may not be taken on consecutive working days.
- (h) For the purposes of this subclause a settlement period shall -
  - (i) consist of four weeks;
  - (ii) commence at the beginning of a pay period;
  - (iii) have the required hours of duty of 152 hours.
- (i) (i) Credit hours a maximum of seven hours 36 minutes shall be allowed at the end of each settlement period and shall be carried forward to the next settlement period.
  - (ii) In the case of credit hours greater than seven hours 36 minutes gained in one settlement period, the hours in excess of seven hours 36 minutes shall be lost.
  - (iii) Credit hours at any point within the settlement period shall not exceed 38.
- (j) (i) Debit hours below the required 152 hours prescribed in paragraph (i) of this subclause to a maximum of four hours shall be allowed at the end of each settlement period and shall be carried forward to the next settlement period.
  - (ii) For debit hours in excess of four hours, employees shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subclause (j)(i) of this clause.
- (k) Notwithstanding any of the provisions contained in this subclause, maximum of ten hours may be worked in any one day.
- (l) Where study leave as provided in Clause 29. - Study Assistance of this Award has been approved credits will be given for education commitments provided in that clause and for which leave is necessary to allow for attendance at formal classes.
- (m) (i) Employees receiving at least one day's prior notice of overtime shall be required to work the prescribed hours of duty determined by the employee under subclause (1) of this clause.
  - (ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
    - (aa) where the employee has at the commencement of that day two hours or more flexitime credits, the employee shall be paid overtime after five hours' work on that day or for time worked after 3.30 pm, whichever is the later; or
    - (bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than two hours' flexitime credits, the employee shall be paid overtime, for time worked after the completion of prescribed hours of duty or after working seven hours 36 minutes on that day, whichever is the earlier; or

(cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than two hours' flexitime credits, the employee shall be paid overtime, for time worked after 5.30 pm or after working seven hours 36 minutes, on that day whichever is the earlier.

(iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for prescribed hours of duty determined by the Dental Health Services under subclause (1) of this clause.

(7) Nine Day Fortnight

- (a) In accordance with the provision contained in paragraph (b) of subclause (4) of this clause, the ordinary hours of duty of 76 hours a fortnight may be worked over nine days of the fortnight exclusive of work performed on Saturday, Sunday and the rostered day off.
- (b) For the purposes of this subclause the ordinary hours of duty to be worked shall be eight hours 20 minutes worked between 7.00 am and 6.00 pm, on five days per week excluding Saturday and Sunday.
- (c) Each employee shall be allowed one rostered day off per fortnight.
- (d) When a public holiday falls on a rostered day off that employee shall be granted a day in lieu of the public holiday prior to the conclusion of the current fortnight.
- (e) In taking annual leave, where a period of leave involves a part day, the part day shall be availed of at the commencement of the period of leave.

20. - SHIFT WORK ALLOWANCE

(1) In this Clause the following expressions shall have the following meaning:

"Day shift" means a shift commencing after 6.00 am and before 12.00 noon.

"Afternoon shift" means a shift commencing at or after 12.00 noon and before 6.00 pm.

"Night shift" means a shift commencing at or after 6.00 pm and before 6.01 am.

"Public holiday" shall mean a holiday provided in Clause 23. - Public Holidays of this Award.

- (2) (a) (i) An employee required to work a weekday afternoon or night shift, will in addition to the ordinary weekly wage rate of pay, be paid a fixed loading of \$21.93 for each shift so worked.
- (ii) For the purposes of clause 20(2)(a)(i), "weekly wage" is the ordinary weekly wage payable for the position as listed in Schedule B - Wages.
- (b) Work performed during ordinary rostered hours on the following days shall be paid for at the following rates, in lieu of the allowance prescribed in clause 20(2)(a):
  - (i) Saturdays - time and one-half;
  - (ii) Sundays - time and three quarters; and
  - (iii) Public holidays – double time and one half.

Provided that in lieu of the provisions of clause 20(2)(b)(iii) and subject to agreement between the employer and the employee, work performed during ordinary rostered hours on a public holiday shall be paid for at the rate of time and one-half and the employee may, in addition be allowed a day's leave with pay to be added to annual leave to be taken at some other time within a period on one year.

- (c) Weekend Penalty Rates for Casual Employees
- (i) Notwithstanding the provisions of clause 10(2)(a) – Casual Employment, casual employees are entitled to weekend shift penalties. Work performed during ordinary rostered hours on the following days shall be paid for at the following rates:
- Saturdays and public holidays - time and one-half (casuals are already paid a loading in lieu of public holidays); and
- Sundays - time and three quarters.
- (ii) These rates are paid in addition to but not compounded on the casual loading provided for clause 10(1)(a) – Casual Employment.
- (d) An employee rostered off duty on a public holiday shall be paid at ordinary rates for such day or, subject to agreement between the employer and the employee, be allowed a day's leave with pay in lieu of the holiday to be added to the employee's next annual leave entitlement or taken at a mutually convenient time within a period of one year.
- (e) An employee engaged on shift work who is rostered to work regularly on Sundays and/or public holidays shall be entitled to one week's leave in addition to the employee's normal entitlement to annual leave of absence for recreation.
- (f) Additional leave provided by paragraphs (b) and (d) of this subclause shall not be subject to the annual leave loading prescribed by subclause (12) of Clause 22. - Annual Leave of this Award.
- (g) Work performed by an employee in excess of the ordinary hours of the employee's shift or on a rostered day off shall be paid for in accordance with the overtime provisions of Clause 21. - Overtime of this Award.
- (h) (i) When an employee begins or ceases a shift between the hours of 11.00 pm and 7.00 am and no public transport is available, reimbursement at the appropriate rate of hire prescribed by subclause (4) of Clause 41- Motor Vehicle Allowance of this Award shall be made if the employee's private motor vehicle or cycle is used for the journey between the employee's residence and headquarters and the return journey.
- Provided however, that any employee who, elects to be permanently retained on a fixed or non -rotating shift that begins or ceases between or on the hours of 11.00 pm and 7.00 am shall not be eligible to claim this reimbursement.
- (ii) The provisions of this subclause shall only be applied to employees living and working within a radius of 50 km of the Perth City Railway Station.

(3) Hours of Duty and Rosters

- (a) An employee engaged on shifts shall work a 76-hour fortnight, exclusive of meal intervals, on the basis of not more than ten (10) shifts per fortnight of not more than seven hours and 36 minutes duration. Provided that where agreement is reached between the employer and the Association the length and/or number of shifts worked per fortnight may be altered.
- Provided that when the agreed length of a shift is extended past seven hours and 36 minutes, overtime shall be payable only for time worked in excess of the rostered shift.
- Provided also that whenever an agreed alteration to the number of hours per shift has occurred then the allowance per shift shall be varied on a pro rata basis to reflect any variation to other than seven hours and 36 minutes.
- (b) Meal breaks shall be for a period of at least thirty (30) minutes, but not greater than one hour for each meal.

- (c) Employees may be rostered to work on any of the seven days of the week provided that no employee shall be rostered for more than six (6) consecutive days.

Provided that where agreement is reached between the employer and the Association, shift workers may be exempted from this provision.

- (d) The roster period shall commence at the beginning of a pay period and continue for fourteen (14) consecutive days. Rosters shall be available to employees at least five (5) clear working days prior to the commencement of the roster.
- (e) A roster may only be altered on account of a contingency, which the employer could not have been reasonably expected to foresee. When a roster is altered, the employee concerned shall be notified of the changed shift 24 hours before the changed shift commences. Provided that where such notice is not given, the employee shall be paid overtime in accordance with Clause 21. - Overtime Allowance of this Award for the duration of the changed shift. This provision shall not apply to an employee who was absent from duty on the employee's last rostered shift.
- (f) An employee shall not be rostered for duty until at least ten (10) hours have elapsed from the time the employee's previous rostered shift ended. Provided that where agreement is reached between the Association and the employer the ten (10) hour break may be reduced to accommodate special shift arrangements, except that under no circumstances shall such an agreement provide for a break of less than eight (8) hours.
- (g) An employee shall not be retained permanently on one shift unless the employee so elects in writing.
- (h) Employees shall be allowed to exchange shifts or days off with other employees provided the approval of the employer has been obtained and provided further that any excess hours worked shall not involve the payment of overtime.

#### 21. - OVERTIME ALLOWANCE

- (1) In this clause the following expressions shall have the following meaning:

"prescribed hours of duty" means the employee's normal working hours as prescribed in Clause 19. - Hours of this Award, or written instruction issued out of that clause.

"public holiday means the days prescribed in Clause 23 – Public Holidays of this Award.

"ordinary travelling time" means the time which an employee would ordinarily spend in travelling by public transport once daily from the employee's home to the employee's usual headquarters and home again. It is the time elapsing between the time of departure from home and the official time of commencement of duty and the official time of cessation of duty and arrival at home. Where an employee has a continuing approval to use a vehicle for official business, ordinary travelling time means the time spent in travelling by that vehicle from home to headquarters and home again each day.

"a day" shall mean from midnight to midnight.

- (2) When and as often as it is necessary to overcome arrears of work or to meet pressure of business, any employee may be required by the employer to perform overtime duty at times other than the ordinary hours of attendance applicable to that employee.
- (3) Reasonable Hours of Overtime
  - (a) An employer may require an employee to work reasonable overtime at overtime rates.
  - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
    - (i) any risk to employee health and safety;

- (ii) the employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice, if any, given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) any other relevant matter.
- (4) (a) All work performed by an employee whose hours of attendance are determined in accordance with subclause (1) of Clause 19. - Hours of this Award by direction of the employer:
- (i) before or after the prescribed hours of duty on a weekday; and
  - (ii) on a Saturday, Sunday or public holiday, shall be classed as overtime and, subject to the provisions of this clause, shall be paid for the hourly rate prescribed in paragraph (b) of this subclause.
- (b) (i) Payment for overtime shall be calculated on an hourly basis in accordance with the following formula –

**Weekdays:**

For the first three hours on any one week day –

$$\frac{\text{Fortnightly wage}}{76} \quad X \quad \frac{3}{2}$$

After the first three hours on any one week day -

$$\frac{\text{Fortnightly wage}}{76} \quad X \quad \frac{2}{1}$$

**Saturday:**

First three hours on any Saturday -

$$\frac{\text{Fortnightly wage}}{76} \quad X \quad \frac{3}{2}$$

After the first three hours or after 12.00 noon, whichever is the earlier, on any Saturday -

$$\frac{\text{Fortnightly wage}}{76} \quad X \quad \frac{2}{1}$$

**Sundays:**

$$\frac{\text{Fortnightly wage}}{76} \quad X \quad \frac{2}{1}$$

**Public Holidays:**

During prescribed hours of duty

$$\frac{\text{Fortnightly wage}}{76} \quad X \quad \frac{3}{2}$$

in addition to the normal day's pay.

During hours outside of prescribed hours of duty -

$$\frac{\text{Fortnightly wage}}{76} \quad X \quad \frac{5}{2}$$

- (ii) For the purposes of this clause fortnightly wage shall not include any district allowances, personal allowances, service allowances, special allowances or higher duties allowance, unless otherwise approved by the employer.

Provided that a special allowance or higher duties allowance shall be included in "fortnightly wage" when overtime is worked on duties for which these allowances are specifically paid.

- (c) Subject to prior agreement in writing, time off in lieu of payment may be granted by the employer. Such time off in lieu to be determined on an hourly basis by dividing the normal hourly rate of pay into the amount to which the employee would otherwise have been entitled at the prescribed rate in accordance with paragraph (b) of this subclause.

The employee shall be required to clear accumulated time off in lieu within two months of the overtime being performed. If the employer is unable to release the employee to clear such leave, then the employee shall be paid for the overtime worked.

Provided that by agreement between the employer and the employee, time off in lieu of overtime may be able to be accumulated beyond two months from the time the overtime is performed so as to be taken in conjunction with periods of leave.

- (d) Any time off in lieu of overtime, other than that provided in paragraph (c) of this subclause shall be only negotiated between the employer and the Association.
- (e) No claim for payment of overtime or time off in lieu under the provisions of this clause shall be allowed in respect of any day on which the additional time worked amounts to 30 minutes or less.

- (f) (i) Where an employee having received prior notice is required to return to duty –

(aa) On a Saturday , Sunday or public holiday otherwise than during prescribed hours of duty the employee shall be entitled to payment at the rate in accordance with paragraph (b) of this subclause for a minimum period of three hours.

(bb) Before or after the prescribed hours of duty on a weekday the employee shall be entitled to payment at the rate in accordance with paragraph (b) of this subclause for a minimum period of one hour 30 minutes.

- (ii) For the purposes of this paragraph, where an employee is required to return to duty more than once, each duty period shall stand alone in respect to the application of minimum period payment except where the second or subsequent return to duty is within any such minimum period.

- (iii) The provisions of this subparagraph shall not apply in cases where it is customary for an employee to return to the employee's place of employment to perform a specific job outside the employee's prescribed hours of duty or where the overtime is continuous (subject to a meal break) with the completion or commencement of prescribed hours of duty.

- (g) When an employee is directed to work overtime at a place other than the usual headquarters, and provided that place where the overtime is to be worked is situated in the area within a radius of 50 kilometres from the usual headquarters, and the time spent in travelling to and from that place is in excess of the time which an employee would ordinarily spend in travelling to and from the usual headquarters, and provided such travel is undertaken on the same day as the overtime is worked, then such excess time shall be deemed to form part of the overtime worked.

- (h) Except as provided in paragraph (b) of subclause (6) and paragraph (b) of subclause (5) of this clause when an employee is directed to work overtime at a place other than the usual headquarters and provided that place where the overtime is to be worked is situated outside the area within the radius of

50 kilometres from the usual headquarters and the time spent in travelling to and from that place is in excess of the time which an employee would ordinarily spend in travelling to and from the usual headquarters, then the employee shall be granted time off in lieu of such excess time spent in actual travel in accordance with subclause (7).

- (i) Except as provided in paragraph (k) of this subclause, payment for overtime, or the granting of time off in lieu of overtime or travelling time, shall not be approved where the employee's work is not subject to close supervision.
- (j) Notwithstanding the provisions of paragraph (i) of this subclause, where from the nature of the duties required or from other relevant circumstances it appears just and reasonable, any such employee as is referred to in that paragraph shall, with the special approval of the employer be paid overtime or granted time off in lieu as prescribed by paragraph (b) or paragraph (c) respectively of this subclause and where in any such case the employer declines to give such special approval the matter may be referred to the Public Service Arbitrator. When an employee not subject to close supervision is directed by the employer to carry out specific duties involving the working of overtime, and provided such overtime can be reasonably determined, then such employee shall be entitled to payment or time off in lieu of overtime worked in accordance with paragraph (b) or paragraph (c) of this subclause.
- (k)
  - (i) Where an employee performs overtime duty after the time at which the employee's normal hours of duty end on one day and before the time at which the employee's normal hours of duty are to commence on the next succeeding day which results in the employee not being off duty between these times for a continuous period of not less than ten hours, the employee is entitled to be absent from duty without loss of wage from the time of ceasing overtime duty, until the employee has been off duty for a continuous period of ten hours.
  - (ii) Provided that where an employee is required to return to or continue work without the break provided in subparagraph (i) of this paragraph then the employee shall be paid at double the ordinary rate until released from duty or until the employee has had ten consecutive hours off duty without loss of wage for ordinary working time occurring during such absence.
  - (iii) The provisions of this paragraph shall not apply to employees included in subclause (5) of this clause.
- (l) Where an employee is required to work a continuous period of overtime which extends passed midnight into the succeeding day the time worked after midnight shall be included with that worked before midnight for the purpose of calculation of payment provided for in paragraph (b) of this subclause.

- (5) (a) For the purpose of this subclause:

“Standby” shall mean a written instruction or other authorised direction by the employer or a duly authorised employee to an employee to remain at the employee's place of employment during any period outside the employee's normal hours of duty, and to perform certain designated tasks periodically or on an irregular basis. Such employee shall be provided with appropriate facilities for sleeping if attendance is overnight, and other personal needs, where practicable.

Other than in extraordinary circumstances, employees shall not be required to perform more than two periods of standby in any rostered week.

This provision shall not replace normal overtime or shift work requirements.

“On Call” shall mean a written instruction or other authorised direction by the employer or a duly authorised employee to an employee rostered to remain at the employee's residence or to otherwise be immediately contactable by telephone or other means outside the employee's normal hours of duty in case of a call out requiring an immediate return to duty.

“Availability” shall mean a written instruction or other authorised direction by the employer or a duly authorised employee to an employee to remain contactable, but not necessarily immediately contactable by telephone or other means, outside the employee's normal hours of duty and be available and in a fit state at all such times for recall to duty.



“Availability” will not include situations in which employees carry telephones or other means or make their telephone numbers or other contact details available only in the event that they may be needed for casual contact or recall to work. Subject to paragraph (i) of subclause (4) of this clause recall to work under such circumstances would constitute emergency duty in accordance with subclause (6) of this clause.

#### Out of Hours Contact

- (b) Except as otherwise agreed between the employer and the Association, an employee who is required by the employer to be on "out of hours contact" during periods off duty shall be paid the fixed allowance prescribed in Part 1 - Out Of Hours Contact of Schedule D - Clause 21.- Overtime Allowance, for each hour or part thereof that the employee is on “out of hours contact”

Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is made in accordance with the provisions of subclause (4) of this clause when the employee is recalled to work.

- (c) Where an employee is required to be on "on call" or "available" and the means of contact is to be by landline or satellite telephone fixed at the employee's residence the employer shall:

- (i) Where the telephone is not already installed, pay the cost of such installation;
- (ii) Where an employee pays or contributes towards the payment of the rental of such telephone, pay the employee 1/52nd of the annual rental paid by the employee for each seven days or part thereof on which an employee is rostered to be on "on call" or "availability";
- (iii) Provided that where as a usual feature of the duties an employee is regularly rostered to be on "on call" or "availability", pay the full amount of the telephone rental.
- (iv) When an employee is required to "on call" or "available" and the means of contact is other than a landline/satellite telephone fixed at the employee's residence, the employer shall provide the employee with the means of contact free of charge for the purposes of work related activity.

- (d) An employee shall be reimbursed the cost of all telephone calls made on behalf of the employer as a result of contact pursuant to paragraph (a) of this subclause.

- (e) Where an employee rostered for "on call" or "availability" is recalled for duty during the period for which the employee is on "out of hours contact" then the employee shall receive payment for hours worked in accordance with paragraph (b) of subclause (4) of this clause.

- (f) Time spent in travelling to and from the place of duty where an employee rostered on "on call" or "availability" is actually recalled to duty, shall be included with actual duty performed for purposes of overtime payment.

- (g) Minimum payment provisions do not apply to an employee rostered for "out of hours contact" duty.

- (h) An employee in receipt of an "out of hours contact" allowance and who is recalled to duty shall not be regarded as having performed emergency duty in accordance with subclause (6) of this clause.

- (i) Employees subject to this clause shall, where practicable, be periodically absented from any requirement to hold themselves on "standby", "on call" or "availability".

- (6) (a) (i) Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty and no notice of such call was given prior to completion of usual duty on the last day of work prior to the day on which the employee is called on duty, then, if called to duty

- (aa) on a Saturday, Sunday or public holiday otherwise than during the prescribed hours of duty the employee shall be entitled to payment at the rate in accordance with paragraph (b) of subclause (4) of this clause for a minimum period of three hours;

- (bb) before or after the prescribed hours of duty on a weekday the employee shall be entitled to payment at the rate in accordance with paragraph (b) of subclause (4) of this clause for a minimum period of two hours 30 minutes;
    - (ii) for the purpose of this subclause, where an employee is recalled more than once, each period of emergency duty shall stand alone in respect to the application of the minimum period payment, subject to paragraph (c) of this subclause.
  - (b) Time spent in travelling to and from the place of duty where the employee is actually recalled to perform emergency duty shall be included with actual duty performed for the purposes of overtime payment.
  - (c) An employee recalled to work to perform emergency duty shall not be obliged to work for the minimum period if the work is completed in less time, provided that an employee called out more than once within any such minimum period shall not be entitled to any further payment for the time worked within that minimum period.
- (7) An employee eligible for payment of overtime in accordance with paragraph (j) of subclause (4) of this clause, who is required to travel on official business outside of the employee's normal working hours and away from the employee's usual headquarters, shall be granted time off in lieu of such actual time spent in travelling at equivalent or ordinary rates on weekdays and at time and one half rates on Saturdays, Sundays, and public holidays, provided:-
- (a) Such travel is undertaken at the direction of the employer.
  - (b) Such travel shall not include -
    - (i) time spent in travelling by an employee on duty at a temporary headquarters to the employee's home for weekends for the employee's own convenience;
    - (ii) time spent in travelling by plane between the hours of 11.00 pm and 6.00 am;
    - (iii) time spent in travelling by train or coach between the hours of 11.00 pm and 6.00 am;
    - (iv) time spent in travelling by ship when meals and accommodation are provided;
    - (v) time spent in travel resulting from the permanent transfer or promotion of an employee to a new location;
    - (vi) time in travelling in which an employee is required by the employer to drive, outside ordinary hours of duty, an employer's vehicle or to drive the employee's own motor vehicle involving the payment of motor vehicle allowance but such time shall be deemed to be overtime and paid in accordance with paragraph (b) of subclause (4) of this clause.
  - (c) Time off in lieu will not be granted for periods of less than thirty minutes.
  - (d) Where such travel is undertaken on a normal working day, time off in lieu is granted only for such time spent in travelling before and/or after the usual hours of duty, and where an employee is required to travel during the employee's usual lunch interval such additional travelling time is not to be taken into account in computing the number of hours of travelling time due.
  - (e) Where such travel is undertaken on a normal working day, time off in lieu is granted only for such time spent in travelling before and/or after the usual hours of duty which is in excess of the employee's ordinary travelling time.
  - (f) Except as provided in paragraph (b) of this subclause, all time spent in actual travel on Saturdays, Sundays, and public holidays provided in Clause 23. - Public Holidays of this Award, shall be deemed to be excess travelling time.
- (8) (a) A break of 30 minutes, shall be made for meals between 12.00 noon and 2.00 p.m. and between 5.00 p.m. and 7.00 p.m. when overtime duty is being performed.

Except in the case of emergency, an employee shall not be compelled to work more than five hours' overtime duty without a meal break. At the conclusion of a meal break the calculation of the five hours limit recommences.

- (b) An employee required to work overtime who purchases a meal shall be reimbursed for each meal purchased at the rate prescribed for that meal in Part 2 of Schedule D – Clause 21. – Overtime Allowance of this Award.

Provided that the overtime worked when such a meal is purchased totals not less than two hours, such reimbursement shall be in addition to any payment for overtime to which the employee is entitled.

- (c) If an employee, having received prior notification of a requirement to work overtime, is no longer required, then the employee shall be entitled, in addition to any other penalty, to reimbursement for a meal previously purchased.

- (9) Any group of employees whose duties necessarily entail special conditions of employment shall not be subject to the prescribed hours of duty as defined in subclause (1) of this clause if the employer and the Association so agree.

## 22. - ANNUAL LEAVE

- (1) (a) Except as provided in subclause (10) of this clause, each employee is entitled to four weeks' leave on full pay for each year of service. Annual leave shall be calculated on a calendar year basis commencing on January 1 in each year.

- (b) An employee may take annual leave during the calendar year in which it accrues, but the time during which the leave may be taken is subject to the approval of the employer.

- (c) An employee who is first appointed after January 1 is entitled to pro-rata annual leave for that year in accordance with the formula contained in subclause (2) of this clause.

- (d) To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to accrue and carry forward a maximum of two years annual leave from the date of the entitlement.

- (2) Entitlement

- (a) An employee employed after the first day of January in any year is entitled to pro rata annual leave for that year calculated on a daily basis. At the end of each calendar day of the year the employee will accrue 0.416 hours of paid annual leave provided the maximum accrual will not exceed 152 hours for each completed calendar year of service.

- (b) Where employers have systems in place which record and report pro rata accrual of annual leave entitlements in a manner other than prescribed by this clause, that method of accrual may continue provided the system provides the same accrual over a full year. Employers must ensure that upon the cessation of employment, all pro rata annual leave entitlements accrued are equivalent to the pro rata annual leave entitlement provided by clause 22(2)(a).

- (3) Annual leave shall be taken in one period unless otherwise approved by the employer.

- (4) On written application, an employee shall be paid wage in advance when proceeding on annual leave.

- (5) (a) When the convenience of the employer is serviced, the employer may approve the deferment of the commencing date for taking annual leave, but such approval shall only remain in force for a period of one year.

- (b) The employer may renew the approval referred to in subclause (a) of this clause for a further period of a year or further periods of a year but so that an employee does not at any time accumulate more than three years' entitlement.

- (c) Where the convenience of the employer is served, the employer may approve the deferment of the commencement date for taking leave so that an employee accumulates more than three years' entitlement, subject to any condition which the employer may determine.
  - (d) When an employee who has received approval to defer the commencement date for taking annual leave under paragraph (a), (b) or (c) of this subclause next proceeds on annual leave, the annual leave first accrued shall be the first leave taken.
- (6) An employee who, during an accrual period was subject to variations in ordinary working hours or whose ordinary working hours during the accrual period are less than the employee's ordinary working hours at the time of commencement of annual leave, may elect to take a lesser period of annual leave calculated by converting the average ordinary working hours during the accrual period to the equivalent ordinary hours at the time of commencement of annual leave.
- (7) On application to the employer, a lump sum payment for the money equivalent of any:
- (a) Accrued annual leave as prescribed by subclause (1) or sub clause (6) of this clause shall be made to an employee who resigns, retires, is retired or in respect of an employee who dies. The provisions of this paragraph shall also apply to an employee who is dismissed unless the misconduct for which the employee has been dismissed occurred prior to the completion of the qualifying period; and
  - (b) Pro rata annual leave shall be made to an employee who resigns, retires, is retired or in respect of an employee who dies but not to an employee who is dismissed.
- (8) An employee who has been permitted to proceed on annual recreation leave and who ceases duty before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion calculated at the rate of wage as at the date the leave was taken, but no refund is required in the event of the death of an employee.
- (9) When computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period an employee is on annual leave, observing a public holiday prescribed by this award, absence through sickness with or without pay. This provision applies except for that portion of an absence through sickness without pay that exceeds three months, absence on workers' compensation except for that portion of an absence that exceeds six months, or any period exceeding two weeks during which the employee is absent on leave without pay.
- (10) Every employee, to whom the employer has granted annual leave in excess of four weeks because of special circumstances shall be credited with such additional leave on a pro rata basis according to the following formula:-

Completed Month of Service	Pro rata Annual Leave (working days)	
	Five (5) Additional Days	Ten (10) Additional Days
1	Nil	Nil
2	Nil	1
3	1	2
4	1	3
5	2	4
6	2	5
7	2	5
8	3	6
9	3	7
10	4	8
11	4	9

- (11) Notwithstanding the foregoing, but subject to paragraph (1)(d) of this clause, the employer may direct an employee to take accrued annual leave and may determine the date on which such leave shall commence. Should the employee not comply with the direction, disciplinary action may be taken against the employee.

- (12) (a) Subject to subclauses (2) and (4) of this clause a loading equivalent to 17½% of normal wage is payable to employees proceeding on annual leave, including accumulated annual leave.
- (b) Subject to the provisions of subclauses (4) of this clause shift workers who are granted an additional week's penalty leave when proceeding on annual leave including accumulated annual leave shall be paid:
- (i) shift and weekend penalties the employee would have received had the employee not proceeded on annual leave; or
- (ii) loading equivalent to 20% of normal salary for five weeks' leave;
- whichever is greater.
- (c) Subject to the provisions of subclause (6) the loading is paid on a maximum of four weeks' annual leave, or five weeks in the case of shift workers who are granted an additional week's penalty leave. Payment of the loading is not made on additional leave granted for any other purpose.
- (d) Annual leave commencing in any year and extending without a break into the following year attracts the loading calculated on the wage applicable on the day the leave commenced. The maximum loading payable shall be that applicable on the day the leave is commenced.
- (e) The loading payable on approved accumulated annual leave shall be at the rate applicable at the date the leave is commenced. Under these circumstances an employee can receive up to the maximum loading for the approved accumulated annual leave in addition to the loading for the current year's entitlement.
- (f) A pro rata loading is payable on periods of approved annual leave less than four weeks.
- (g) The loading is calculated on the rate of wage the employee receives at the commencement of leave under Schedule B – Wages of this Award and, where applicable, the wage shall include the following allowances:
- (i) Protective Clothing Allowance, where it is paid as an annual amount;
- (ii) Higher Duties Allowance, but only where the specific conditions of Clause 18. - Higher Duties Allowance of this Award are satisfied.
- (h) Where payment in lieu of accrued or pro rata annual leave is made on the death, dismissal, resignation or retirement of an employee, a loading calculated in accordance with the terms of this clause is to be paid. Provided that no loading shall be payable in respect of pro rata annual leave paid on resignation or where an employee is dismissed for misconduct.
- (i) Part-time employees shall be paid a pro rata loading at the wage rate applicable.
- (j) An employee who has been permitted to proceed on annual leave and who ceases duty before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion. Provided that no refund shall be necessary in the event of the death of an employee.

### 23. - PUBLIC HOLIDAYS

- (1) The following days shall be allowed as holidays with pay:
- New Year's Day, Australia Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Sovereign's Birthday, Western Australia Day, Labour Day, provided that the employer may approve another day to be taken as a holiday in lieu of any of the above mentioned days.
- (2) When any of the days mentioned in subclause (1) of this clause falls on a Saturday or on a Sunday, the holiday shall be observed on the next succeeding Monday.

When Boxing Day falls on a Sunday or 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.

#### 24. - LONG SERVICE LEAVE

- (1) Subject to subclause (4) of this clause an employee who has completed ten years' continuous service with the employer shall be entitled to 13 weeks' long service leave on full pay.
- (2) For each subsequent period of seven years' service an employee shall be entitled to an additional 13 weeks' long service leave on full pay.
- (3)
  - (a) Subject to the employer's convenience, an employer may approve an employee's application to take a complete entitlement of long service leave on full pay or half pay, or may allow the employee to take the leave in minimum periods of one (1) day.
  - (b) Employees may by agreement with their employer, access any portion of an accrued entitlement to long service leave on double pay for half the period accrued. In these circumstances the leave actually taken is 50 percent of the accrued entitlement accessed.
  - (c) Where employees proceed on long service leave on double pay in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with subclause (4).
- (4) For the purposes of determining an employee's long service leave entitlement under the provisions of subclauses (1), (2) and (3) of this clause the expression "continuous service" includes any period during which the employee is absent on full pay or part pay from the employee duties, but does not include:
  - (a) any period exceeding two weeks during which the employee is absent on leave without pay or parental leave without pay, unless the employer determines otherwise;
  - (b) any period during which the employee is taking long service leave entitlement or any portion thereof except in the case of subclause (13) of this clause when the period excised will equate to a full entitlement of 13 weeks;
  - (c) any service by an employee who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior service had actually entitled the employee to the long service leave provided under this clause;
  - (d) any period of service that was taken into account in ascertaining the amount of a lump sum payment in lieu of long service leave;
- (5) Any public holiday prescribed in Clause 23. - Public Holidays of this Award which occurs during the period an employee is on long service leave shall be treated as part of the long service leave and extra days in lieu thereof shall not be granted.
- (6)
  - (a) Long service leave shall be taken within three years of it becoming due, at the convenience of the employer. Provided that the employer may approve the deferment of long service leave in exceptional circumstances. Provided further that such exceptional circumstances shall include retirement within five years of the date of entitlement.
  - (b) Approval to defer the taking of long service leave may be withdrawn or varied at any time by the employer giving the employee notice in writing of the withdrawal or variation.
- (7) On application to the employer a lump sum payment for the money equivalent of any:
  - (a) long service leave entitlement for continuous service as provided in subclause (1) and subclause (2) of this clause shall be made to an employee who resigns, retires, is retired or is dismissed or in respect of an employee who dies;

- (b) pro rata long service leave based on continuous service of a lesser period than that provided in subclause (1) and subclause (2) of this clause for a long service leave entitlement shall be made -
    - (i) to an employee who retires at or over the age of 55 years or who is retired on the grounds of ill health, if the employee has completed not less than 12 months' continuous service before the date of retirement;
    - (ii) to an employee who, not having resigned, is retired by the employer for any other cause, if the employee has completed not less than three years' continuous service before the date of retirement; or
    - (iii) in respect of an employee who dies, if the employee has completed not less than 12 months' continuous service before the date of death.
  - (c) in the case of a deceased employee, payment shall be made to the estate of the employee unless the employee is survived by a legal dependant approved by the employer, in which case payment shall be made to the legal dependant.
- (8) The calculation of the amount due for long service leave accrued and for pro rata long service leave shall be made at the rate of wage of an employee at the date of retirement or resignation or death, whichever applies.
- (9) An employee prior to commencing long service leave may request approval for the substitution of another date for commencement of long service leave and the employer may approve such substitution.
- (10) (a) Notwithstanding the provisions contained in this subclause where an employee was, immediately prior to being employed by the employer, employed in the service of the public in Western Australia or any other state body in Western Australia that employee shall be entitled to long service leave determined in the manner contained in this subclause. Provided that the period immediately prior to being employed in Dental Health Services and the date the employee ceased the previous employment described in this subclause does not exceed one week or a further period as determined by the employer.
- (b) (i) The pro rata portion of long service leave to which the employee would have been entitled to up to the date of appointment shall be calculated in accordance with the provisions that applied to the previous employment referred to. However in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled to under this clause;
  - (ii) The balance of long service leave entitlement of the employee shall be calculated in accordance with the provisions contained in this clause.
- (c) Nothing in this clause confers on any employee previously employed by those bodies specified in subclause (10)(a) of this clause any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced employment in the public authority.
- (11) An employee who has elected to retire at or over the age of 55 years and who will complete not less than 12 months' continuous service before the date of retirement may make application to take pro rata long service leave before the date of retirement.
- (12) (a) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full and part time basis may elect to take a lesser period of long service leave calculated by converting the part-time service to equivalent full time service.
- (b) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on a part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.
- (13) Cash Out of Accrued Long Service Leave Entitlement

- (a) Employees may by agreement with their employer, cash out any portion of an accrued entitlement to long service leave, provided the employee proceeds on a minimum of ten (10) days annual leave in that calendar year.
- (b) Where employees cash out any portion of an accrued entitlement to long service leave in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with subclause (4) of this clause.

25. - SICK LEAVE

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

(2) In the case of personal illness or injury of an employee the employer shall grant the employee leave of absence in accordance with the provisions contained in this clause.

(3) The basis for determining the entitlement to leave of absence on the grounds of illness which an employee may be granted shall be ascertained by crediting the employee concerned with the following sick leave credits, which shall be cumulative:

	Leave On full pay (Hours)	Leave On half pay (Hours)
On date of appointment	38	15.2
On completion of six months' continuous service	38	22.8
On completion of twelve months' continuous service and on completion of each further period of twelve months' continuous service	76	38

(4) An application for sick leave exceeding two consecutive working days shall be supported by evidence to satisfy a reasonable person.

(5) The number of days sick leave which may be granted without production of evidence that would satisfy a reasonable person required by subclause (4) of this clause shall not exceed, in the aggregate, five working days in any one credit year.

(6) Where an application for sick leave is supported by the certificate of a registered medical practitioner, a further certificate from a registered medical practitioner nominated by the employer may be required and if that certificate does not confirm or substantially confirm the certificate of the medical practitioner, the employee making the application for sick leave shall pay the fee due to the nominated medical practitioner in respect of the certificate.

(7) Where the employer has occasion to doubt the cause of illness or the reason for the absence the employer may arrange for a registered medical practitioner to visit and examine the employee or may direct the employee to attend the registered medical practitioner for examination. If the report of the medical practitioner does not confirm that the employee is ill or if the employee is not available for examination at the time of the visit of the medical practitioner or if the employee fails, without reasonable cause to attend the medical practitioner when directed to do so, the fee payable for the examination, appointment or visit shall be paid by the employee.



- (8) Where an employee is ill during the period of annual leave for a period of at least seven consecutive calendar days; or long service leave for a period of at least 14 consecutive calendar days and produces at the time or as soon as possible thereafter medical evidence satisfactory to the employer that the employee is or was as a result of the illness confined to the employee's place of residence or a hospital, the employer may grant sick leave for the period during which the employee was so confined and reinstate annual or long service leave equivalent to the period of confinement.
- (9) Where an employee is absent on account of illness and that employee's entitlement to sick leave on full pay is exhausted, the employee may elect to convert any part of the entitlement to sick leave on half pay to sick leave on full pay, but so that the employee's sick leave entitlement on half pay is reduced by two hours for each hour of sick leave on full pay that the employee receives by the conversion.
- (10) An employee who is absent on leave without pay is not eligible for sick leave during the currency of that leave without pay.
- (11) No sick leave shall be granted with pay if the illness or injury has been caused by the misconduct of the employee or in any case of absence from duty without sufficient cause.
- (12) An employee, who has resigned, is subsequently reappointed such employee shall for the purposes of this clause be regarded as a new appointee as from the date of reappointment.
- (13) Where an employee who has been retired on medical grounds resumes duty, sick leave credits at the date of retirement shall be reinstated.
- (14) (a) If the employer has reason to believe that an employee is in such a state of health as to render him a danger to fellow employees or the public, the employer may require the employee to obtain and furnish a report as to the employee's condition from a registered medical practitioner or may require the employee to submit him/herself for examination by a medical practitioner nominated by the employer. The fee for any such examination shall be paid by the employer.
- (b) Upon receipt of the medical report, the employer may direct the employee to be absent from duty for a specified period or, if already on leave of absence, direct the employee to continue on leave for a specified period. Such leave shall be regarded as sick leave.
- (15) (a) Upon report by a registered medical practitioner that, by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by Commonwealth or State law in respect of that disease, an employee is unable to attend for duty, the employee concerned may be granted sick leave or, at the option of the employee, the whole or any portion of the leave may be deducted from accrued annual leave or long service leave.
- (b) Leave granted under paragraph (a) of this subclause shall not be granted for any period beyond the earliest date at which it would be practicable for the employee to resume duty, having regard to the restrictions imposed by law.
- (16) Where an employee suffers an injury within the meaning of *Section 5 of the Workers' Compensation and Injury Management Act 1981 (WA)*, which necessitates that the employee being absent from duty, sick leave with pay shall be granted to the extent of sick leave credits. In accordance with *Section 80(2) of the Workers' Compensation and Injury Management Act 1981 (WA)* where the claim for workers' compensation is decided in favour of the employee, sick leave credit is to be reinstated and the period of absence shall be granted as sick leave without pay.
- (17) (a) An employee who produces a certificate from the Department of Veterans' Affairs stating that the employee suffers from war caused illness, may be granted special sick leave credits of 15.2 working days per annum on full pay in respect of that war caused illness.
- These credits shall accumulate up to a maximum credit of 49.4 working days, and shall be recorded separately to the employee's normal sick leave credits.
- (b) Every application for sick leave for war caused illness shall be supported by a certificate from a registered medical practitioner as to the nature of the illness.

- (18) Where an employee was, immediately prior to being employed in Dental Health Services, employed in the service of the public service of Western Australia or any other State body of Western Australia and the period between the date when the employee ceased previous employment and the date of commencing employment in Dental Health Services, does not exceed one week or such other period as approved by the employer, the employer may credit that employee additional sick leave credits up to those held at the date the employee ceased previous employment.

#### 26. - CARERS LEAVE

- (1) An employee is entitled to use, each year, up to ten (10) days of the employee's sick leave entitlement per year to be the primary care giver of a member of the employee's family or household who is ill or injured and in need of immediate care and attention.
- (2) Employees shall, wherever practical, give the employer notice of the intention to take carers leave and the estimated length of absence. If it is not practicable to give prior notice of absence employees shall notify the employer as soon as possible on the first day of absence.
- (3) Employees shall provide, where required by the employer, evidence to establish the requirement to take carers leave. An application for carers leave exceeding two (2) consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- (4) The definition of family shall be a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee.
- (5) Carers leave may be taken on an hourly basis or part thereof.

#### 27. - PARENTAL LEAVE

- (1) Definitions

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

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

"Primary Care Giver" is the employee who will assume the principal role for the care and attention of a child/children. The employer may require confirmation of primary care giver status.

"Public sector" means an employing authority as defined in Section 5 of the *Public Sector Management Act 1994* (WA).

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

- (2) Entitlement to Parental and Partner Leave

(a) An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:

(i) birth of a child to the employee or the employee's partner; or

(ii) adoption of a child who is not the child or the stepchild of the employee or the employee's partner; is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.

(b) An employee identified as the primary care giver of a child and who has completed twelve months continuous service in the Western Australian public sector shall be entitled to fourteen (14) weeks paid parental leave which will form part of the 52 week entitlement provided in paragraph (2)(a) of this clause:

- (c) An employee may take the paid parental leave specified in paragraph (2)(b) at half pay for a period equal to twice the period to which the employee would otherwise be entitled
  - (d) A pregnant employee can commence the period of paid parental leave any time up to six (6) weeks before the expected date of birth and no later than four (4) weeks after the birth. Any other primary care giver can commence the period of paid parental leave from the birth date or for the purposes of adoption from the placement of the child but no later than four (4) weeks after the birth or placement of the child.
  - (e) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed the period specified in paragraphs (2)(b) and (2)(c) above.
  - (f) The paid and unpaid parental leave entitlement up to a maximum of 52 weeks may be shared between partners assuming the role of primary care giver.
  - (g) Parental leave may only be taken concurrently by an employee and his or her partner as provided for in subclause (3) or under special circumstances with the approval of the employer.
  - (h) Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.
  - (i) An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.
  - (j) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.
- (3) Partner Leave
- (a) An employee who is not a primary care giver shall be entitled to a period of unpaid partner leave of up to one (1) weeks at the time of the birth of a child/children to his or her partner. In the case of adoption of a child this period shall be increased to up to three (3) weeks unpaid leave.
  - (b) The employee may request to extend the period of unpaid partner leave up to a maximum of eight weeks.
- (4) Birth of a child
- (a) An employee shall provide the employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner confirming the pregnancy and the estimated date of birth.
  - (b) If the pregnancy results in other than a live child or the child dies in the six weeks immediately after the birth, the entitlement to paid parental leave remains intact.
- (5) Adoption of a child
- (a) An employee seeking to adopt a child shall be entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement in lieu of this leave.
  - (b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement in lieu of the terminated parental leave or return to work.
- (6) Other leave entitlements

- (a) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of unpaid parental leave.
- (b) Subject to all other leave entitlements being exhausted an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two (2) years.
- (c) The employer shall only refuse such a request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include:
  - (i) cost;
  - (ii) lack of adequate replacement staff;
  - (iii) loss of efficiency; and
  - (iv) the impact on customer service.
- (d) Any period of leave without pay must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the employer the total combined period of leave without pay following parental leave will not exceed two (2) years.
- (e) An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in paragraphs (6)(a) and (6)(f).
- (f) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.
- (g) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

(7) Notice and Variation

- (a) An employee shall give not less than four (4) weeks' notice in writing to the employer of the date the employee proposes to commence paid or unpaid parental leave stating the period of leave to be taken.
- (b) An employee seeking to adopt a child shall not be in breach of paragraph (7)(a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- (c) An employee proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period elect to reduce or extend the period stated in the original application, provided four (4) weeks written notice is provided.

(8) Transfer to a Safe Job

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

(9) Communication during Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to return to work on a part-time basis.

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (9)(a).

(10) Replacement Employee

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

(11) Return to Work

(a) An employee shall confirm the intention to return to work by notice in writing to the employer not less than four (4) weeks prior to the expiration of parental leave.

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

(c) An employee may return on a part-time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with Clause 9. – Part-Time Employment of this Award.

(d) Employees who return to work on a part-time basis have access to the right of reversion provisions of Clause 9. – Part-Time Employment of this Award.

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

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

(b) Paid parental leave will count as qualifying service for all purposes of this Award. During paid parental leave at half pay all entitlements will accrue as if the employee had taken the entitlement to paid parental leave at full pay.

(c) Absence on unpaid parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose of this Award.

(d) An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with subclause (2) of Clause 8. – Contract of Service of this Award.

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

28. - LEAVE WITHOUT PAY

(1) Subject to the provisions of subclauses (2) and (3) of this clause, the employer may grant an employee leave without pay for any period and is responsible for that employee on their return.

- (2) Subject to the provisions of subclause (3) every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:
  - (a) The work of the Dental Health Services, is not inconvenienced; and
  - (b) All other leave credits of the employee are exhausted.
- (3) An employee shall, upon request be entitled to two days unpaid personal (caring) leave.
- (4) An employee on a fixed term contract may not be granted leave without pay for any period beyond that employee's approved period of engagement.
- (5) Any period that exceeds two weeks during which an employee is on leave of absence without pay shall not, for any purpose, be regarded as part of the period of service of that employee.

#### 29. - STUDY ASSISTANCE

- (1)
  - (a) To ensure the maintenance of a trained public sector an employer may provide an employee with paid study leave and/or financial assistance for study purposes in accordance with the provisions of this clause.
  - (b) Employees are not eligible for study assistance if they have previously received study assistance for an approved course from their employer. Further study assistance towards additional qualifications may, however, be granted in special cases, at the discretion of the employer.
- (2) Study Leave
  - (a) An employee may be granted time off with pay for study purposes at the discretion of the employer.
  - (b) In every case the approval of time off to attend lectures and tutorials will be subject to:
    - (i) agency convenience;
    - (ii) employees undertaking an acceptable formal study load in their own time;
    - (iii) employees making satisfactory progress with their studies;
    - (iv) the course being an approved course as defined by clause 29(4);
    - (v) the course being of value to the agency; and
    - (vi) the employer's discretion when the course is only relevant to the employee's career in the service and being of value to the State.
  - (c) Part-time employees are entitled to study leave on the same basis as full time employees, with their entitlement calculated on a pro rata basis. Employees working shift work or on fixed term contracts have the same access to study leave as all other employees.
  - (d) Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken.
  - (e) Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed in clause 29(2)(d).
  - (f) Where an employee is undertaking approved study via distance education and/or is not required to attend formal classes, an employer may allow the employee to access study leave up to the maximum annual amount allowed in clause 29(2)(d).

- (g) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.
- (h) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition with at least half of the total formal study commitment being undertaken in the employee's own time, except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.
- (i) In cases where employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
- (j) In workplaces which are operating on flexi-time, time spent attending or travelling to or from formal classes for approved courses between 8.15 am and 4.30 pm, less the usual lunch break, and for which "time off" would usually be granted, is to be counted as credit time for the purpose of calculating total hours worked per week.
- (k) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the employee's normal place of work.
- (l) An employee shall not be granted more than 5 hours' time off with pay per week except in exceptional circumstances where the employer may decide otherwise.
- (m) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.
- (n) An employee performing service with the Australian Defence Force is not entitled to study leave for any period of service with the Australian Defence Force that they receive defence force reserves leave as provided for by clause 38 – Defence Force Reserves Leave.
- (o) A service agreement or bond will not be required.

(3) Financial Assistance

- (a) An employer may reimburse an employee for the full or any part of any reasonable cost of enrolment fees, Higher Education Contribution Surcharge, compulsory text books, compulsory computer software and other necessary study materials for studies commenced during their employment.
- (b) Half of the value of the agreed costs shall be reimbursed immediately following production of written evidence of enrolment and costs incurred, and the remaining half shall be reimbursed following production of written evidence of successful completion of the subject for which reimbursement has been claimed.
- (c) The employer and employee may agree to alternative reimbursement arrangements.

(4) Approved Courses for Study Purposes

- (a) For the purposes of clauses 29(2) and (3), the following are approved courses:
  - (i) Degree or associate diploma courses at a university within the Australia;
  - (ii) Degree or diploma courses at an authorised non-university institution;
  - (iii) Diploma courses provided by registered training organisations, including TAFE;
  - (iv) Two-year full time certificate courses provided by registered training organisations, including TAFE;
  - (v) Courses recognised by the National Authority for the Accreditation of translators and Interpreters (NAATI) in a language relevant to the needs of the public sector; and

- (vi) Secondary courses leading to the Tertiary Entrance Examination or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.
  - (b) For the purposes of clause 29(4)(a):
    - (i) The term 'university' includes recognised Australian universities and recognised overseas universities as defined by the *Higher Education Act 2004* (WA);
    - (ii) An authorised non-university institution is a non-university institution that is authorised under the *Higher Education Act 2004* (WA) to provide a higher education course; and
    - (iii) A registered training organisation is an organisation that is registered with the Training Accreditation Council or equivalent registering authority and complies with the nationally agreed standards set out in the Australian Quality Training Framework (AQTF).
  - (c) An employee who has completed a diploma through TAFE is eligible for study assistance to undertake a degree course at a university within Australia or an authorised non-university institution.
  - (d) An employee who has completed a two year full time certificate through TAFE is eligible for study assistance to undertake a diploma course specified in clause 29(4)(a)(iii) or a degree or diploma course specified in clauses 29(4)(a)(i) or (ii).
- (5) Full Time Study
- (a) Subject to the provisions of clause 29(5)(b), the employer may grant an employee full time study leave with pay to undertake:
    - (i) post graduate degree studies at Australian or overseas tertiary education institutions; or
    - (ii) study tours involving observations and/or investigations; or
    - (iii) a combination of postgraduate studies and study tour.
  - (b) Applications for full time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:
    - (i) The course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of clauses 29(2) and (4) and clause 28 - Leave without Pay.
    - (ii) It must be a highly specialised course with direct relevance to the employee's profession.
    - (iii) It must be highly relevant to the agency's corporate strategies and goals.
    - (iv) The expertise or specialisation offered by the course of study should not already be available through other employees employed within the agency.
    - (v) If the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an employee is still under a bond, this does not preclude approval being granted to take further study leave if all the necessary criteria are met.
    - (vi) A fixed term contract employee may not be granted study leave with pay for any period beyond that employee's approved period of engagement.
  - (c) Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.
  - (d) Where an outside award is granted and the studies to be undertaken are considered highly desirable by an employer, financial assistance to the extent of the difference between the employee's normal wage and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria then part or full payment of wage may be approved at the discretion of the employer.



- (e) The employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.
- (f) Where recipients are in receipt of a living allowance, this amount should be deducted from the employee's wage for that period.
- (g) Where the employer approves full time study leave with pay the actual wage contribution forms part of the agency's approved average staffing level funding allocation. Employers should bear this in mind if considering temporary relief.
- (h) Where study leave with pay is approved and the employer also supports the payment of transit costs and/or an accommodation allowance, the employer will gain approval for the transit and accommodation costs as required.
- (i) Where employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the employer together with some local transit and accommodation expenses providing it meets the requirements of clause 29(5)(b). Each case is to be considered on its merits.
- (j) The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for employees under the award.

### 30. - SHORT LEAVE

- (1) The employer may, upon sufficient cause being shown, grant an employee leave of absence not exceeding two consecutive working days but any leave of absence granted shall not exceed, in the aggregate, three working days in any one (1) calendar year.
- (2) An employee who desires short leave shall except in emergency situations, make written application, in a form approved by the employer for the purpose, prior to the commencement of such leave.
- (3) Short leave shall not be granted for sick leave purposes.

### 31. - BEREAVEMENT LEAVE

- (1) Employees including casuals shall on the death of:
  - (a) the spouse or de-facto partner of the employee;
  - (b) the child, step-child or grandchild of the employee (including an adult child, step-child or grandchild);
  - (c) the parent, step-parent or grandparent of the employee;
  - (d) the brother, sister, step brother or step sister; or
  - (e) any other person who, immediately before that person's death, lived with the employee as a member of the employee's household;

be eligible for up to two (2) days paid bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.
- (2) The two (2) days need not be consecutive.
- (3) Bereavement leave is not to be taken during any other period of leave.
- (4) Payment of such leave may be subject to the employee providing evidence, if so requested by the employer, of the death or relationship to the deceased, that would satisfy a reasonable person.

- (5) An employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave or leave without pay provided all accrued leave is exhausted.
- (6) Travelling time for Regional Employees
- (a) Subject to prior approval from the employer, an employee entitled to bereavement leave and who, as a result of such bereavement, travels to a location within Western Australia that is more than 240 km from their workplace will be granted paid time off for the travel period undertaken in the employee's ordinary working hours up to a maximum of 15 hours per bereavement. The employer will not unreasonably withhold approval.
- (b) The employer may approve additional paid travel time within Western Australia where the employee can demonstrate to the satisfaction of the employer that more than two days travel time is warranted.
- (c) The provisions of clause 31(6) are not available to employees whilst on leave without pay or sick leave without pay.
- (d) The provisions of clauses 31(6)(a) and (b) apply as follows.
- (i) An employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
- (ii) An employee employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro rata basis for the period of employment.
- (iii) A part time employee shall be entitled to the same entitlement as a full time employee for the period of employment, but on a pro rata basis according to the number of ordinary hours worked each fortnight.
- (iv) For casual employees, the provisions apply to the extent of their agreed working arrangements.

### 32. - CULTURAL/CEREMONIAL LEAVE

- (1) Cultural/ceremonial leave shall be available to all employees.
- (2) Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.
- (3) Employees are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between the employer and employee and sufficient leave credits being available.
- (4) The employer will assess each application for ceremonial/cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- (5) The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- (6) Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:
- (a) the employee's annual leave entitlements;
- (b) the employee's accrued long service leave entitlements, but in full days only;
- (c) accrued days off or time in lieu; or

- (d) short leave when entitlements under subclauses (a), (b) and (c) have been fully exhausted.
- (7) Time off without pay may be granted by arrangement between the employer and the employee for cultural/ceremonial purposes.

### 33. - BLOOD/PLASMA DONORS LEAVE

- (1) Subject to operational requirements, employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:
  - (a) prior arrangements with the employer have been made and at least two (2) days' notice has been provided;  
or
  - (b) the employee is called upon by the Red Cross Blood Centre.
- (2) The notification period shall be waived or reduced where the employer is satisfied that operations would not be unduly affected by the employee's absence.
- (3) The employee shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- (4) Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood to the Red Cross Blood Centre.

### 34. - EMERGENCY SERVICE LEAVE

- (1) Subject to operational requirements, paid leave of absence shall be granted by the employer to an employee who is an active volunteer member of State Emergency Service Units, St John Ambulance Brigade, Volunteer Fire and Rescue Service Brigades, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or Department of Fire and Emergency Service Units, in order to allow for attendance at emergencies as declared by the recognised authority.
- (2) The employer shall be advised as soon as possible by the employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.
- (3) The employee must complete a leave of absence form immediately upon return to work.
- (4) The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.
- (5) An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses (2), (3) and (4) of this clause.

### 35. - UNION FACILITIES FOR UNION REPRESENTATIVES

- (1) The employer recognises the rights of the union to organise and represent its members. Union representatives in the agency have a legitimate role and function in assisting the union in the tasks of recruitment, organising, communication and representing members' interests in the workplace, agency and union electorate.
- (2) The employer recognises that, under the union's rules, union representatives are members of an Electorate Delegates Committee representing members within a union electorate. A union electorate may cover more than one agency.
- (3) The employer will recognise union representatives in the agency and will allow them to carry out their role and functions.
- (4) The union will advise the employer in writing of the names of the union representatives in the agency.

- (5) The employer shall recognise the authorisation of each union representative in the agency and shall provide them with the following:
- (a) Paid time off from normal duties to perform their functions as a union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the electorate delegates committee and to attend union business in accordance with Clause 36. - Leave to Attend Association Business of this Award.
  - (b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal agency protocols.
  - (c) A noticeboard for the display of union materials including broadcast email facilities.
  - (d) Paid access to periods of leave for the purpose of attending union training courses in accordance with Clause 37. - Trade Union Training Leave of this Award. Country representatives will be provided with appropriate travel time.
  - (e) Notification of the commencement of new employees, and as part of their induction, time to discuss the benefits of union membership with them.
  - (f) Access to awards, agreements, policies and procedures.
  - (g) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.
- (6) The employer recognises that it is paramount that union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a union representative.

#### 36. - LEAVE TO ATTEND ASSOCIATION BUSINESS

- (1) The employer shall grant paid leave at the ordinary rate of pay during normal working hours to an employee:
- (a) who is required to attend or give evidence before any Industrial Tribunal;
  - (b) who as a Union-nominated representative is required to attend any negotiations and/or proceedings before an Industrial Tribunal and/or meetings with Ministers of the Crown, their staff or any other representative of Government;
  - (c) when prior arrangement has been made between the Union and the employer for the employee to attend official Union meetings preliminary to negotiations and/or Industrial Tribunal proceedings; and
  - (d) who as a Union-nominated representative is required to attend joint union/management consultative committees or working parties.
- (2) The granting of leave is subject to convenience and shall only be approved:
- (a) where reasonable notice is given for the application for leave;
  - (b) for the minimum period necessary to enable the union business to be conducted or evidence to be given; and
  - (c) for those employees whose attendance is essential.
- (3) The employer shall not be liable for any expenses associated with an employee attending to union business.
- (4) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.

- (5) An employee shall not be entitled to paid leave to attend to union business other than as prescribed by this Clause.
- (6) The provisions of the Clause shall not apply to:
  - (a) special arrangements made with the union which provide for unpaid leave for employees to conduct union business;
  - (b) when an employee is absent from work without the approval of the employer; and
  - (c) casual employees.

### 37. - TRADE UNION TRAINING LEAVE

- (1) Subject to the employer's convenience and the provisions of this clause:
  - (a) The employer shall grant paid leave of absence to employees who are nominated by the Association to attend short courses relevant to the public sector or the role of union workplace representative, conducted by the Civil Service Association.
  - (b) The employer shall grant paid leave of absence to attend similar courses or seminars as from time to time approved by agreement between the employer and the Association.
- (2) An employee shall be granted up to a maximum of five (5) days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five (5) days and up to ten (10) days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten (10) days.
- (3)
  - (a) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
  - (b) Where a Public Holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.
  - (c) Subject to paragraph (3)(a) of this clause, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
  - (d) Part-time employees shall receive the same entitlement as full time employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
- (4)
  - (a) Any application by an employee shall be submitted to the employer for approval at least four weeks before the commencement of the course unless the employer agrees otherwise.
  - (b) All applications for leave shall be accompanied by a statement from the union indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority, which is conducting the course.
- (5) A qualifying period of twelve months service shall be served before an employee is eligible to attend courses or seminars of more than a half-day duration. The employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than twelve months service.
- (6)
  - (a) The employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.
  - (b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

### 38. - DEFENCE FORCE RESERVES LEAVE

- (1) The employer must grant leave of absence for the purpose of Defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- (2) Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- (3) Application for leave of absence for Defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee shall provide a certificate of attendance to the employer.
- (4) Paid Leave
  - (a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for Defence service, subject to the conditions set out hereunder.
  - (b) Part-time employees shall receive the same paid leave entitlement as full-time employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
  - (c) On written application, an employee shall be paid wage in advance when proceeding on such leave.
  - (d) Casual employees are not entitled to paid leave for the purpose of Defence service.
  - (e) An employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of twelve months commencing on 1 July in each year.
  - (f) An employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of twelve months commencing on July 1. Pay for this leave shall be at the rate of the difference between the normal remuneration of the employee and the Defence Force payments to which the employee is entitled if such payments do not exceed normal wage. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.
- (5) Unpaid Leave
  - (a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in subclause (4) of this clause shall be unpaid.
  - (b) Casual employees are entitled to unpaid leave for the purpose of Defence service.
- (6) Use of Other Leave
  - (a) An employee may elect to use annual or long service leave credits for some or all of their absence on Defence service, in which case they will be treated in all respects as if on normal paid leave.
  - (b) An employer cannot compel an employee to use annual leave or long service leave for the purpose of Defence service.

### 39. - WITNESS AND JURY SERVICE

#### Witness

- (1) An employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify the manager/supervisor who shall notify the employer.
- (2) Where an employee is subpoenaed or called as a witness to give evidence in an official capacity that employee shall be granted by the employer leave of absence with pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the employer. The employee is not entitled to retain any witness fee but shall pay all fees received into the Consolidated Fund. The receipt for such payment with a voucher showing the amount of fees received shall be forwarded to the employer.

- (3) An employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the employer.
- (4) An employee subpoenaed or called, as a witness on behalf of the Crown, not in an official capacity shall be granted leave with full pay entitlements. If the employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to retain any witness fees but shall pay all fees received into the Consolidated Fund.
- (5) An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses (2) and (4) of this clause shall be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with Award provisions.

#### Jury

- (6) An employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the supervisor/manager who shall notify the employer.
- (7) An employee required to serve on a jury shall be granted by the employer leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror.
- (8) An employee granted leave of absence on full pay as prescribed in subclause 7 of this clause is not entitled to retain any juror's fees but shall pay all fees received into the Consolidated Fund. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the employer.

#### 40. - DISTURBANCE ALLOWANCE

- (1) Where an employee is transferred and incurs expenses in the areas referred to in subclause (2) of this clause as a result of that transfer then the employee shall be granted a disturbance allowance and shall be reimbursed by the employer the actual expenditure incurred upon production of receipts or such other evidence as may be required.
- (2) The disturbance allowance shall include -
  - (a) costs incurred for telephone installation at the employee's new residence provided that the cost of telephone installation shall be reimbursed only where a telephone was installed at the employee's former residence including Government owned accommodation;
  - (b) costs incurred with the connection or reconnection of services to the employee's household including Government owned accommodation for water, gas or electricity;
  - (c) costs incurred with the redirection of mail to the employee's new residence for a period of no more than three months.

#### 41. - MOTOR VEHICLE ALLOWANCE

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

"A year" means 12 months commencing on the first day of July and ending on the thirtieth day of June next following.

"Metropolitan area" means that area within a radius of 50 kilometres from the Perth Railway Station.

"Southwest land division" means the South-west Division as defined by Schedule 1, *Land Administration Act 1997* (WA) excluding the area contained within the metropolitan area.

"Rest of the state" means that area south of 23.5 degrees south latitude, excluding the metropolitan area and the southwest land division.

"Term of employment" means a requirement made known to the employee at the time of applying for the position by way of publication in the advertisement for the position, written advice to the employee contained

in the offer for the position or oral communication at interview by interviewing employee and such requirement is accepted by the employee either in writing or orally.

"Qualifying service" shall include all service in positions where there is a requirement as a term of employment to supply and maintain a motor vehicle for use on official business but shall exclude all absences which affect entitlements as provided by this Award.

- (2)
  - (a) An employee who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment shall be reimbursed in accordance with the appropriate rates set out in Part I of Schedule C – Motor Vehicle Allowance of this Award for journeys travelled on official business and approved by the employer or an authorised employee.
  - (b) An employee who is reimbursed under the provisions of subclause (2)(a) of this clause will also be subject to the following conditions -
    - (i) for the purposes of subclause (2)(a) of this clause an employee shall be reimbursed with the appropriate rates set out in Part 1 of Schedule C – Motor Vehicle Allowance of this Award for the distance travelled from the employee's residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day;
    - (ii) where an employee in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Part 1 of Schedule C – Motor Vehicle Allowance of this Award;
    - (iii) where an employee does not travel in excess of 4000 kilometres in a year an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual distance travelled and 4000 kilometres shall be paid to the employee provided that where the employee has less than 12 months' qualifying service in the year then the 4000 kilometre distance will be reduced on a pro rata basis and the allowance calculated accordingly;
    - (iv) where a part-time employee is eligible for a payment of an allowance under subclause (2)(b)(iii) of this clause such allowance shall be calculated on the proportion of total hours worked in that year by the employee to the annual standard hours had the employee been employed on a full-time basis for the year;
    - (v) an employee who is required to supply and maintain a motor vehicle for use on official business is excused from this obligation in the event of his or her vehicle being stolen, consumed by fire, or suffering a major and unforeseen mechanical breakdown or accident, in which case all entitlement to reimbursement ceases while the employee is unable to provide the motor vehicle or a replacement;
    - (vi) the employer may elect to waive the requirement that an employee supply and maintain a motor vehicle for use on official business, but three months' written notice of the intention so to do shall be given to the employee concerned.
- (3)
  - (a) Subject to subclause (2) of this clause, an employee who is not normally required to supply and maintain a motor vehicle as a term of employment and who is required to relieve an employee required to supply and maintain a motor vehicle as a term of employment shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Part I of Schedule C– Motor Vehicle Allowance of this Award for all journeys travelled on official business and approved by the employer where the employee is required to use the vehicle on official business whilst carrying out the relief duty.
  - (b) For the purposes of paragraph (a) of this subclause an employee shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Part I of Schedule C – Motor Vehicle Allowance of this Award for the distance travelled from the employee's residence to place of duty and the return distance travelled from the place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.



- (c) Where an employee in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Part I of Schedule C – Motor Vehicle Allowance of this Award.
  - (d) For the purpose of this subclause the allowance prescribed in subclause (2)(b)(iii) and (iv) of this clause shall not apply.
- (4)
- (a) An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by the employer voluntarily consents to use the vehicle shall for journeys travelled on official business approved by the employer be reimbursed all expenses incurred in accordance with the appropriate rates set out in Parts II and III of Schedule C – Motor Vehicle Allowance of this Award.
  - (b) For the purpose of paragraph (a) of this subclause an employee shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and headquarters and the return distance from headquarters to residence.
  - (c) Where an employee in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Part II of Schedule C – Motor Vehicle Allowance of this Award if applicable.
- (5) Allowance for towing employer's caravan or trailer.

In cases where employees are required to tow the employer's caravans on official business, the additional rate shall be 8.0 cents per kilometre. When the employer's trailers are towed on official business the additional rate shall be 4.0 cents per kilometre.

#### 42. - PROPERTY ALLOWANCE

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

"Agent" means a person carrying on business as an estate agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.

"Dependant" in relation to an employee means:

- (a) spouse including de facto partner;
- (b) child/children; or
- (c) other dependant family;

who resides with the employee and who relies on the employee for support.

"Expenses" in relation to an employee means all costs incurred by the employee in the following areas -

- (a) legal fees paid to a solicitor, or in lieu thereof fees charged by a settlement agent, for professional costs incurred in respect of the sale or purchase, the maximum fee to be claimed shall be as set out in the Solicitors Cost Determination for non-contentious business matters made under section 275 of the *Legal Profession Act 2008* (WA);
- (b) disbursements duly paid to a solicitor or a settlement agent necessarily incurred in respect of the sale or purchase of the residence;
- (c) real estate agent's commission in accordance with that fixed by the Real Estate and Business Agents Supervisory Board, acting under Section 61 of the *Real Estate and Business Agents Act 1978* (WA), duly paid to an agent for services rendered in the course of and incidental to the sale of the property, the maximum fee to be claimed shall be fifty percent (50%) as set

out under Items 1 or 2 - Sales by Private Treaty or Items 1 or 2 - Sales by Auction of the Maximum Remuneration Notice;

- (d) stamp duty;
- (e) fees paid to the Registrar of Titles or to the employee performing duties of a like nature and for the same purpose in another State of the Commonwealth;
- (f) expenses relating to the execution or discharge of a first mortgage;
- (g) the amount of expenses reasonably incurred by the employee in advertising the residence for sale.

"Locality" in relation to an employee means -

- (a) within the metropolitan area, that area within a radius of 50 kilometres from the Perth City Railway Station, and
- (b) outside the metropolitan area, that area within a radius of 50 kilometres from an employee's headquarters when they are situated outside of the metropolitan area.

"Property" shall mean a "residence" as defined in this clause, including a block of land purchased for the purpose of erecting a residence thereon to the extent that it represents a normal urban block of land for the particular locality.

"Residence" includes any accommodation of a kind commonly known as a flat or a home unit that is, or is intended to be, a separate tenement, including dwelling/house, and the surrounding land, exclusive of any other commercial property, as would represent a normal urban block of land for the particular locality.

"Settlement agent" means a person carrying on business as settlement agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.

"Transfer" or "Transferred" means a permanent transfer or permanently transferred.

- (2) When an employee is transferred from one locality to another in the public interest or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control, the employee shall be entitled to be paid a property allowance for reimbursement of expenses incurred -
  - (a) In the sale of a residence in the employee's former locality, which, at the date on which the employee received notice of transfer to a new locality -
    - (i) the employee owned and occupied; or
    - (ii) the employee was purchasing under a contract of sale providing for vacant possession; or
    - (iii) the employee was constructing for the employee's own permanent occupation, on completion of construction and
  - (b) In the purchase of residence or land for the purpose of erecting a residence thereon for the employee's own permanent occupation in the new locality.
- (3) An employee shall be reimbursed such following expenses as are incurred in relation to the sale of a residence:
  - (a) if the employee engaged an agent to sell the residence on the employee's behalf - 50% of the amount of the commission paid to the agent in respect of the sale of the residence;
  - (b) if the employee engaged a solicitor to act in connection with the sale of the residence - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor in respect of the sale of the residence;

- (c) if the land on which the residence is created was subject to a first mortgage and that mortgage was discharged on the sale, then an employee shall, if, in a case where a solicitor acted for the mortgagee in respect of the discharge of the mortgage and the employee is required to pay the amount of the professional costs and disbursements necessarily incurred by the mortgagee in respect of the discharge of the mortgage - the amount so paid by the employee;
  - (d) if the employee did not engage an agent to sell the residence on the employee's behalf - the amount of the expenses reasonably incurred by the employee in advertising the residence for sale.
- (4) An employee shall be reimbursed such following expenses as are incurred in relation to the purchase of a residence:-
- (a) if the employee engaged a solicitor or settlement agent to act in connection with the purchase of the residence - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor or settlement agent in respect of the purchase of the residence;
  - (b) if the employee mortgaged the land on which the residence was erected in conjunction with the purchase of the residence, then an employee shall, if, in a case where a solicitor acted for the mortgagee and the employee is required to pay and has paid the amount of the professional costs and disbursements (including valuation fees but not a procuracy fee payable in connection with the mortgage) necessarily incurred by the mortgagee in respect of the mortgage - the amount so paid by the employee;
  - (c) if the employee did not engage a solicitor or settlement agent to act for him/her in connection with the purchase or such a mortgage - the amount of the expenses reasonably incurred by the employee in connection with the purchase or the mortgage, as the case may be other than a procuracy fee paid by the employee in connection with the mortgage.
- (5) An employee is not entitled to be paid a property allowance under subclause (2)(b) unless the employee is entitled to be paid a property allowance under subclause (2)(a), provided that the employer may approve the payment of a property allowance under subclause (2)(b) to an employee who is not entitled to be paid a property allowance under subclause (2)(a) if the employer is satisfied that it was necessary for the employee to purchase a residence or land for the purpose of erecting a residence thereon in the new locality because of the employee's transfer from the former locality.
- (6) For the purpose of this clause it is immaterial that the ownership, sale or purchase carried out on behalf of an employee who owns solely, jointly or in common with:-
- (a) the employee's spouse, or
  - (b) a dependant relative, or
  - (c) the employee's spouse and a dependant relative.
- (7) Where an employee sells or purchases a residence jointly or in common with another person - not being a person referred to in subclause (6) of this clause - the employee shall be paid only the proportion of the expenses for which the employee is responsible.
- (8) An application by an employee for a property allowance shall be accompanied by evidence of the payment by the employee of the expenses, being evidence that is satisfactory to the employer.
- (9) Notwithstanding the foregoing provisions, an employee is not entitled to the payment of a property allowance -
- (a) in respect of a sale or purchase prescribed in subclause (1) of this clause which is effected -
    - (i) more than 12 months after the date on which the employee took up duty in a new locality; or
    - (ii) after the date on which the employee received notification of the transfer back to the former locality;

provided that the employer may, in exceptional circumstances grant an extension of time for such period as is deemed reasonable.

- (b) Where the employee is transferred from one locality to another solely at the employee's own request or on account of misconduct.
- (10) Where there is a dispute or disagreement concerning -
- (a) the necessity to purchase a residence or land;
  - (b) the amount of the disbursements necessarily incurred and duly paid by the employee;
  - (c) the amount of expenses reasonably incurred by an employee when -
    - (i) the employee did not engage an agent to sell the residence on behalf of the employee, or
    - (ii) the employee did not engage a solicitor or settlement agent to act in connection with the purchase or a mortgage, the matter shall be referred to the Public Service Arbitrator.

#### 43. - PROTECTIVE CLOTHING ALLOWANCE

An employee engaged on work which requires the provision of protective clothing shall be:

- (a) provided with the requisite protective clothing, with the laundering costs for such protective clothing being at the expense of the employer; or
- (b) provided with an annual allowance, as agreed between the association and the employer, which shall incorporate the cost of purchase and laundry of the requisite protective clothing.

Provided that nothing contained in this clause shall affect the obligations of the employer to provide clothing pursuant to the *Occupational Safety and Health Act 1984* (WA).

#### 44. - RELIEVING ALLOWANCE

- (1) An employee who is required to take up duty away from headquarters on relief duty or to perform special duty, and necessarily resides temporarily away from the employee's usual place of residence, shall be reimbursed reasonable expenses on the following basis:-
- (a) Where the employee is:-
    - (i) supplied with accommodation and meals free of charge, or
    - (ii) accommodated at a Government institution, hostel or similar establishment and supplied with meals, reimbursement shall be in accordance with the rates prescribed in Column A, Items 1, 2 or 3 of Schedule E – Travelling, Transfer and Relieving Allowance of this Award.
  - (b) Where the employee is fully responsible for accommodation, meals and incidental expenses and hotel or motel accommodation is utilised:-
    - (i) For the first 42 days after arrival at the new locality reimbursement shall be in accordance with the rates prescribed in Column A, Items 4 to 8 of Schedule E – Travelling, Transfer and Relieving Allowance of this Award.
    - (ii) For periods in excess of 42 days after arrival in the new locality reimbursement shall be in accordance with the rates prescribed in Column B, Items 4 to 8 of Schedule E – Travelling, Transfer and Relieving Allowance of this Award for employees with dependants or Column C, Items 4 to 8 of Schedule E – Travelling, Transfer and Relieving Allowance of this Award for employees without dependants: Provided that the period of reimbursement under this subclause shall not exceed forty nine days without the approval of the employer.
  - (c) Where the employee is fully responsible for accommodation, meals and incidental expenses and other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates

prescribed in Column A, Items 9, 10 or 11 of Schedule E – Travelling, Transfer and Relieving Allowance of this Award.

- (2) Reimbursement of expenses shall not be suspended should an employee become ill whilst on relief duty, provided leave for the period of such illness is approved in accordance with the provisions of Clause 25. - Sick Leave of this Award and the employee continues to incur accommodation, meal and incidental expenses.
- (3) When an employee, who is required to relieve or perform special duties in accordance with subclause (1) of this clause is authorised by the employer to travel to the new locality in the employee's own motor vehicle such employee shall be reimbursed for the return journey as follows:-
  - (a) An employee who is required to supply and maintain a motor vehicle as a term of employment for the period of relieving or special duties shall be reimbursed the appropriate rate prescribed by subclause (2) of Clause 41. - Motor Vehicle Allowance of this Award for the distance necessarily travelled.
  - (b) Where the employee will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement shall be on the basis of one half of the appropriate rate prescribed by subclause (4) of Clause 41. - Motor Vehicle Allowance of this Award. Provided that the maximum amount of reimbursement shall not exceed the cost of the fare by public conveyance which otherwise would be utilised for such return journey.
- (4) Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, an appropriate rate of reimbursement shall be determined by the employer.
- (5) The provisions of Clause 47. - Travelling Allowance of this Award shall not operate concurrently with the provisions of this clause to permit an employee to be paid allowances in respect of both travelling and relieving expenses for the same period: Provided that where an employee is required to travel on official business which involves an overnight stay away from the employee's temporary headquarters the employer may extend the periods specified in paragraph (b) of subclause (1) of this clause by the time spent in travelling.
- (6) An employee who is directed to relieve another employee or to perform special duty away from the employee's usual headquarters and is not required to reside temporarily away from the employee's usual place of residence shall, if the employee is not in receipt of a higher duties or special allowance for such work, be reimbursed the amount of additional fares paid in travelling by public transport to and from the place of temporary duty.

#### 45. - REMOVAL ALLOWANCE

- (1) When an employee is transferred in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control, the employee shall be reimbursed
  - (a) The actual reasonable cost of conveyance of the employee and dependants.
  - (b) The actual cost (including insurance) of the conveyance of an employee's household furniture effects and appliances up to a maximum volume of 45 cubic metres provided that a larger volume may be approved by the employer in special cases.
  - (c) An allowance of \$572.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport their furniture, effects and appliances provided that the employer is satisfied that the value of household furniture, effects and appliances moved by the employee is at least \$3,429.00.
  - (d) Reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of \$184.00.

Pets are defined as dogs, cats, birds or other domestic animals kept by the employee or the employee's dependants for the purpose of household enjoyment.

Pets do not include domesticated livestock, native animals or equine animals.

- (2) An employee who is transferred solely at their own request or on account of misconduct must bear the whole cost of removal unless otherwise determined by the employer prior to removal.
- (3) An employee shall be reimbursed the full freight charges necessarily incurred in respect of the removal of the employee's motor vehicle. If authorised by the employer to travel to a new locality in the employee's own motor vehicle, reimbursement shall be as follows:
  - (a) Where the employee will be required to maintain a motor vehicle for use on official business at the new headquarters, reimbursement for the distance necessarily travelled shall be on the basis of the appropriate rate prescribed by clause 41(2) - Motor Vehicle Allowance.
  - (b) Where the employee will not be required to maintain a motor vehicle for use on official business at the new headquarters reimbursement for the distance necessarily travelled shall be on the basis of one half (½) of the appropriate rate prescribed by subclause clause 41(3) - Motor Vehicle Allowance.
  - (c) Where an employee or their dependants have more than one vehicle, and all the vehicles are to be relocated to the new residence, the cost of transporting or driving up to two vehicles shall be deemed to be part of the removal costs.
  - (d) Where only one vehicle is to be relocated to the new residence, the employee may choose to transport a trailer, boat or caravan in lieu of the second vehicle. The employee may be required to show evidence of ownership of the trailer, boat or caravan to be transported.
  - (e) If the employee tows the caravan, trailer or boat to the new residence, the additional rate per kilometre is to be 3.5 cents per kilometre for a caravan or boat and 2.0 cents per kilometre for a trailer.
- (4) The employee shall, before removal is undertaken obtain quotes from at least two carriers which shall be submitted to the employer, who may authorise the acceptance of the more suitable: Provided that payment for a volume amount beyond 45 cubic metres shall not occur without the prior written approval of the employer.
- (5) The employer may, in lieu of conveyance, authorise payment to compensate for any loss in any case where an employee, with prior approval of the employer, disposes of their household furniture effects and appliances instead of removing them to the new headquarters: Provided that such payments shall not exceed the sum which would have been paid if the employee's household furniture effects and appliances had been removed by the cheapest method of transport available and the volume was 45 cubic metres.
- (6) Where an employee is transferred to government owned or private rental accommodation, where furniture is provided, and as a consequence the employee is obliged to store furniture, the employee shall be reimbursed the actual cost of such storage up to a maximum allowance of \$1,065.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage for the value of the furniture stored. An allowance under this subclause shall not be paid for a period in excess of four years without the approval of the employer.
- (7) Receipts must be produced for all sums claimed.
- (8) New appointees to the public service shall be entitled to receive the benefits of this clause if they are required by the employer to participate in any training course prior to being posted to their respective positions in the service. This entitlement shall only be available to employees who have completed their training and who incur costs when moving to their first posting.
- (9) An employer may agree to provide removal assistance greater than specified in this award and if in that event that the employee to whom the benefit is granted elects to leave the position, on a permanent basis, within twelve months, the employer may require the employee to repay the additional removal assistance on a pro rata basis. Repayment can be deducted from any monies due to the employee.
- (10) For the purposes of clause 45(9), "elects to leave the position," means the employee freely chooses to leave the position in the ordinary course of promotion, transfer or resignation and this necessitates the employer obtaining a replacement employee.

#### 46. - TRANSFER ALLOWANCE

- (1) Subject to subclauses (2) and (5) of this clause, an employee who is transferred to a new locality in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control, shall be paid at the rates prescribed in Column A, Items 4, 5 or 6 of Schedule E– Travelling, Transfer and Relieving Allowance of this Award for a period of 14 days after arrival at new headquarters within Western Australia or Column A, Items 7 and 8 of Schedule E - Travelling, Transfer and Relieving Allowance of this Award for a period of 21 days after arrival at new headquarters in another State of Australia. Provided that if an employee is required to travel on official business during the said periods, such period will be extended by the time spent in travelling. Under no circumstances, however, shall the provisions of this subclause operate concurrently with those of Clause 47- Travelling Allowance of this Award to permit an employee to be paid allowances in respect of both travelling and transfer expenses for the same period.
- (2) Prior to the payment of an allowance specified in subclause (1), the employer shall:
  - (a) require the employee to certify that permanent accommodation has not been arranged or is not available from the date of transfer. In the event that permanent accommodation is to be immediately available, no allowance is payable; and
  - (b) require the employee to advise the employer that should permanent accommodation be arranged or become available within the prescribed allowance periods, the employee shall refund a pro rata amount of the allowance for that period the occupancy in permanent accommodation takes place prior to the completion of the prescribed allowance periods.

Provided also that should an occupancy date which falls within the specified allowance periods be notified to the employer prior to the employee's transfer, the payment of a pro rata amount of the allowance should be made in lieu of the full amount.
- (3) If an employee is unable to obtain reasonable accommodation for the transfer of the employee's home within the prescribed period referred to in subclause (1) of this clause and the employer is satisfied that the employee has taken all possible steps to secure reasonable accommodation, such employee shall, after the expiration of the prescribed period to be paid in accordance with the rates prescribed by Column B, Items 4, 5, 6, 7 or 8 of Schedule E – Travelling, Transfer and Relieving Allowance of this Award as the case may require, until such time as reasonable accommodation has been secured: Provided that the period of reimbursement under this subclause shall not exceed 77 days without approval of the employer.
- (4) When it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by an employee on transfer, an appropriate rate of reimbursement shall be determined by the employer.
- (5) An employee who is transferred to Government owned accommodation shall not be entitled to reimbursement under this clause: Provided that -
  - (a) where entry into the Government owned accommodation is delayed through circumstances beyond the employee's control an employee may, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the employee and dependants less a deduction for normal living expenses prescribed in Column A, Items 15 and 16 of Schedule E – Travelling, Transfer and Relieving Allowance of this Award; and provided that:-
  - (b) if any costs are incurred under subclause (2) of Clause 40. - Disturbance Allowance of this Award they shall be reimbursed by the employer.

#### 47. - TRAVELLING ALLOWANCE

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

- (1) When a trip necessitates an overnight stay away from headquarters and the employee:
  - (a) is supplied with accommodation and meals free of charge; or
  - (b) attends a course, conference, etc., where the fee paid includes accommodation and meals; or

- (c) travels by rail and is provided with a sleeping berth and meals; or
- (d) is accommodated at a Government institution, hostel or similar establishment and supplied with meals;

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

- (2) When a trip necessitates an overnight stay away from the employee's headquarters and the employee is fully responsible for the provision of accommodation, meals and incidental expenses:
  - (a) where hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items 4 to 8 of Schedule E - Travelling, Transfer and Relieving Allowance of this Award;
  - (b) where other than hotel or motel accommodation is utilised reimbursement shall be in accordance with rates prescribed in Column A, Items 9, 10 or 11 of Schedule E – Travelling, Transfer and Relieving Allowance of this Award.
- (3) When a trip necessitates an overnight stay away from headquarters and accommodation only is provided at no charge to the employee, reimbursement shall be made in accordance with the rates prescribed in Column A, Items 1, 2 or 3 and Items 12, 13 or 14 of Schedule E – Travelling, Transfer and Relieving Allowance of this Award subject to the employees' certification that each meal claimed was actually purchased.
- (4) To calculate reimbursement under subclauses (1) and (2) for a part of a day, the following formula shall apply-
  - (a) If departure from headquarters is:
    - before 8.00am - 100% of the daily rate.
    - 8.00am or later but prior to 1.00pm - 90% of the daily rate.
    - 1.00pm or later but prior to 6.00pm - 75% of the daily rate.
    - 6.00pm or later - 50% of the daily rate.
  - (b) If arrival back at headquarters is:
    - 8.00am or later but prior to 1.00pm - 10% of the daily rate.
    - 1.00pm or later but prior to 6.00pm - 25% of the daily rate.
    - 6.00pm or later but prior to 11.00pm - 50% of the daily rate.
    - 11.00pm or later - 100% of the daily rate.
- (5) When an employee travels to a place outside a radius of 50 kilometres measured from the employee's headquarters, and the trip does not involve an overnight stay away from headquarters, reimbursement for all meals claimed shall be at the rates set out in Column A, Items 12 or 13 of Schedule E – Travelling, Transfer and Relieving Allowance of this Award subject to the employee's certification that each meal claimed was actually purchased. Provided that when an employee departs from headquarters before 8.00am and does not arrive back at headquarters until after 11.00pm on the same day reimbursement shall be at the appropriate rate prescribed in Column A, Items 4 to 8 of Schedule E – Travelling, Transfer and Relieving Allowance of this Award.
- (6) When it can be shown to the satisfaction of the employer by the production of receipts that reimbursement in accordance with Schedule E – Travelling, Transfer and Relieving Allowance of this Award does not cover an employee's reasonable expenses for a whole trip the employee shall be reimbursed the excess expenditure.
- (7) In addition to the rates contained in Schedule E – Travelling, Transfer and Relieving Allowance of this Award an employee shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.



- (8) If, on account of lack of suitable transport facilities, an employee necessarily engages reasonable accommodation for the night prior to commencing travelling on early morning transport the employee shall be reimbursed the actual cost of such accommodation.
- (9) Reimbursement of expenses shall not be suspended should an employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with the provisions of this Award and the employee continues to incur accommodation, meal and incidental expenses.
- (10) Reimbursement claims for travelling in excess of 14 days in one month shall not be passed for payment by a certifying employee unless the employer has endorsed the account.
- (11) An employee who is relieving at or temporarily transferred to any place within a radius of 50 kilometres measured from the employees headquarters shall not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires absence from the employees headquarters over the usual midday meal period shall be paid at the rate prescribed by Item 17 of Schedule E - Travelling, Transfer and Relieving Allowance of this Award for each meal necessarily purchased, provided that:
  - (a) such travelling is not a normal feature in the performance of the employee's duties;
  - (b) such travelling is not within the suburb in which the employee resides; and
  - (c) total reimbursement under this subclause for any pay period shall not exceed the amount prescribed by Item 18 of Schedule E – Travelling, Transfer and Relieving Allowance of this Award.

#### 48. - WEEKEND ABSENCE FROM RESIDENCE

- (1) An employee who is temporarily absent from normal headquarters on relieving duty or travelling on official business outside a radius of 320 kilometres measured from normal headquarters, and is necessarily absent from his or her residence and separated from dependants, shall be granted an additional day's leave for every group of three consecutive weekends so absent provided that each weekend shall be counted as a member of only one group. Provided that:
  - (a) the relief duty or travelling on official business is within Australia and the employee is not directed to work on the weekend by the employer;
  - (b) an additional day's leave shall not be allowed if the employer has approved the employee's family accompanying the employee during the period of relief or travelling;
  - (c) additional leave under this subclause shall be commenced within one month of the period of relief duty or travelling being completed unless the employer approves otherwise;
  - (d) the annual leave loading provided by subclause (12) of Clause 22. - Annual Leave of this Award shall not apply to any leave entitlement under this clause.
- (2) An employee who is temporarily absent from normal headquarters on relieving duty or travelling on official business outside a radius of 320 and up to 400 kilometres measured from normal headquarters, may elect to have the benefit of concessions provided by subclause (3) of this clause in lieu of those provided by subclause (1). Kalgoorlie, Albany and Geraldton shall be regarded as being within a radius of 400 kilometres for the purposes of this subclause in the case of an employee resident in the metropolitan area.
- (3) An employee who is temporarily absent from normal headquarters on relieving duty or travelling on official business within a radius of 320 kilometres measured from normal headquarters, and such relief duty or travel would normally necessitate the employee being absent from the employee's residence for a weekend, shall be allowed to return to the residence for the weekend. Provided that:
  - (a) an employee who is directed to work on a weekend by the employer shall not be entitled to the concessions provided by this subclause;
  - (b) all travelling to and from the employee's residence shall be undertaken outside of the hours of duty prescribed by Clause 19. - Hours of this Award;

- (c) an employee, who has obtained the approval of the employer for the family to accompany the employee during the period of relief or travelling shall not be entitled to the concessions provided by this subclause;
- (d) when an employee is authorised by the employer to use the employee's own motor vehicle to travel to the locality where the relief duty is being performed or when travelling on official business the employee shall be reimbursed on the basis of one half of the appropriate rate prescribed by subclause (4) of Clause 41. - Motor Vehicle Allowance of this Award, for the journey to the employee's residence for the weekend and the return to the place of relief duty. Provided that the maximum amount of reimbursement shall not exceed the cost of the rail or bus fare by public conveyance which otherwise would be utilised for such journey and payment shall be made only to the owner of such vehicle;
- (e) when an employee has been authorised by the employer to use the employer's motor vehicle in connection with the relief duty or travelling on official business, the employee shall be allowed to use that vehicle for the purpose of returning to the employee's residence for the weekend;
- (f) an employee who does not use a private motor vehicle or the employer's motor vehicle as provided by paragraphs (d) and (e) of this subclause, shall be reimbursed the cost of the fare by public conveyance by road or rail for the journey, to and from the employee's residence for the weekend;
- (g) an employee who does not make use of the provisions of this subclause shall be paid travelling allowance or relieving allowance as the case may require in accordance with the provisions of Clause 47. - Travelling Allowance of this Award or Clause 44. - Relieving Allowance of this Award;
- (h) employees who return to their residence for the weekend in accordance with the provisions of this subclause shall not be entitled to the reimbursement of any expenses allowed by Clause 44. - Relieving Allowance and Clause 47. - Travelling Allowance of this Award during the period from the time when the employee returns to the employee's other residence to the time of departing from such residence to travel to resume duty at the place away from the residence.

#### 49. - PRESERVATION OF RIGHTS

As a result of this Award, nothing herein contained shall in itself operate so as to detrimentally alter the conditions of employment or wage that is the minimum prescribed in this Award or any benefit superior to any contained herein.

#### 50. - KEEPING OF AND ACCESS TO EMPLOYMENT RECORDS

Employers must ensure that the keeping of employment records and access to employment records of employees is in accordance with *Industrial Relations Act 1979 (WA) Part II Division 2F Keeping of and access to employment records*. If the employer maintains a personal or other file on an employee subject to the employer's convenience, the employee shall be entitled to examine all material maintained on that file.

#### 51. - NOTIFICATION OF CHANGE

- (1) (a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Association.
- (b) For the purpose of this clause "significant effects" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs.

Provided that where this Award or any other Award or Agreement makes provision for alteration of any of the matters referred to in this clause an alteration shall be deemed not to have significant effect.

- (2) (a) The employer shall discuss with the employees affected and the Association, inter alia, the introduction of the changes referred to in subclause (1) of this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Association in relation to the changes.
- (b) The discussion shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in subclause (1) of this clause, unless by prior arrangement, the Association is represented on the body formulating recommendations for change to be considered by the employer.
- (c) For the purposes of such discussion an employer shall provide to the employees concerned and the Association all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interest.

#### 52. - RIGHT OF ENTRY AND INSPECTION BY AUTHORISED REPRESENTATIVES

The parties shall act consistently with the terms of the Division 2 G - Right of Entry and *Inspection by Authorised Representatives* - of the *Industrial Relations Act 1979* (WA).

An authorised representative shall on notification to the employer have the right to enter any premises where relevant employees covered by this award work during working hours, including meal breaks, for the purpose of holding discussions at the premises with relevant employees covered by the award who wish to participate in those discussions, the legitimate business of the Association or for the purpose of investigating complaints concerning the application of this Award, but shall in no way unduly interfere with the work of employees.

#### 53. - COPIES 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 and shall be located in each of the employer's premises.

#### 54. - ACCESS TO INFORMATION AND RESOURCES

- (1) The parties recognise that information technology resources have major implications for industrial and human resource functions within the workplace.
- (2) The employer recognises the need to provide appropriate information to all employees, so it is accessible in the workplace in either electronic or hard copy format.
- (3) Where the employer utilises information technology as the means of communicating to employees, the employer must ensure that where employees do not have access to technology, then alternative methods of providing this information will be used.
- (4) The information includes, but is not limited to policies and practice guidelines, human resource manuals, awards and agreements, internal agency news bulletins and updates and job opportunities.

#### 55. - ESTABLISHMENT OF CONSULTATIVE MECHANISMS

The parties to this Award are required to establish a consultative mechanism/s and procedures appropriate to their size, structure and needs, for consultation and negotiation on matters affecting the efficiency and productivity of the Dental Health Service.

#### 56. - DISPUTE SETTLEMENT PROCEDURE

- (1) Any questions, difficulties or disputes arising under this Award of employees bound by the award shall be dealt with in accordance with this clause.

- (2) The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days.
- (3) If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's supervisor and an attempt made to find a satisfactory solution, within a further three (3) working days.
- (4) If the dispute is still not resolved, it may be referred by the employee/s or Association representative to the employer or his or her nominee.
- (5) Where the dispute cannot be resolved within five (5) working days of the Association representatives' referral of the dispute to the employer or his or her nominee, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (6) The period for resolving a dispute may be extended by agreement between the parties.
- (7) At all stages of the procedure the employee may be accompanied by an Association representative.

SCHEDULE A – RESPONDENT EMPLOYER

The Employer party to and bound by this Award is the North Metropolitan Health Service.

SCHEDULE B - WAGES

(1) The weekly wage applicable to employees covered by this Award.

Registration

Apprentice Dental Technician Year 1	365.19
Apprentice Dental Technician Year 2	478.23
Apprentice Dental Technician Year 3	652.13
Apprentice Dental Technician Year 4	765.16
Adult Apprentice Dental Technician (21 years and over) Years 1, 2 and 3	652.13
Adult Apprentice Dental Technician (21 years and over) Year 4	765.16
Dental Technician Year 1	869.50
Dental Technician Year 2	885.00
Dental Technician Year 3	901.20
Dental Technician Year 4	918.30
Dental Technician Advanced Level 1 Year 1	893.30
Dental Technician Advanced Level 1 Year 2	907.70
Dental Technician Advanced Level 1 Year 3	922.90
Dental Technician Advanced Level 1 Year 4	947.10
Dental Technician Advanced Level 2 Year 1	918.00
Dental Technician Advanced Level 2 Year 2	935.40
Dental Technician Advanced Level 2 Year 3	954.30
Dental Technician Advanced Level 2 Year 4	973.30

SCHEDULE C - MOTOR VEHICLE ALLOWANCE

Part 1 - Motor Car

Area Details	Rate (cents) per kilometre		
	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
<b>Metropolitan Area</b>			
First 4000 kilometres	185.5	127.4	101.0
Over 4000 up to 8000 kms	80.7	58.8	48.9
Over 8000 up to 16000 kms	45.8	35.9	31.5
Over 16000 kms	50.6	38.1	32.4
<b>South West Land Division</b>			
First 4000 kilometres	187.4	128.6	102.2
Over 4000 up to 8000 kms	82.2	59.6	49.7
Over 8000 up to 16000 kms	47.1	36.6	32.2
Over 16000 kms	51.9	38.7	33.0
<b>North of 23.5° South Latitude</b>			
First 4000 kilometres	203.9	139.4	110.7
Over 4000 up to 8000 kms	89.1	64.3	53.5
Over 8000 up to 16000 kms	50.8	39.3	34.4
Over 16000 kilometres	53.9	40.4	34.5
<b>Rest of State</b>			
First 4000 kilometres	194.7	133.1	105.3
Over 4000 up to 8000 kms	85.2	61.6	51.1
Over 8000 up to 16000 kms	48.7	37.7	33.1
Over 16000 kilometres	52.7	39.4	33.6

Part 2 - Motor Car

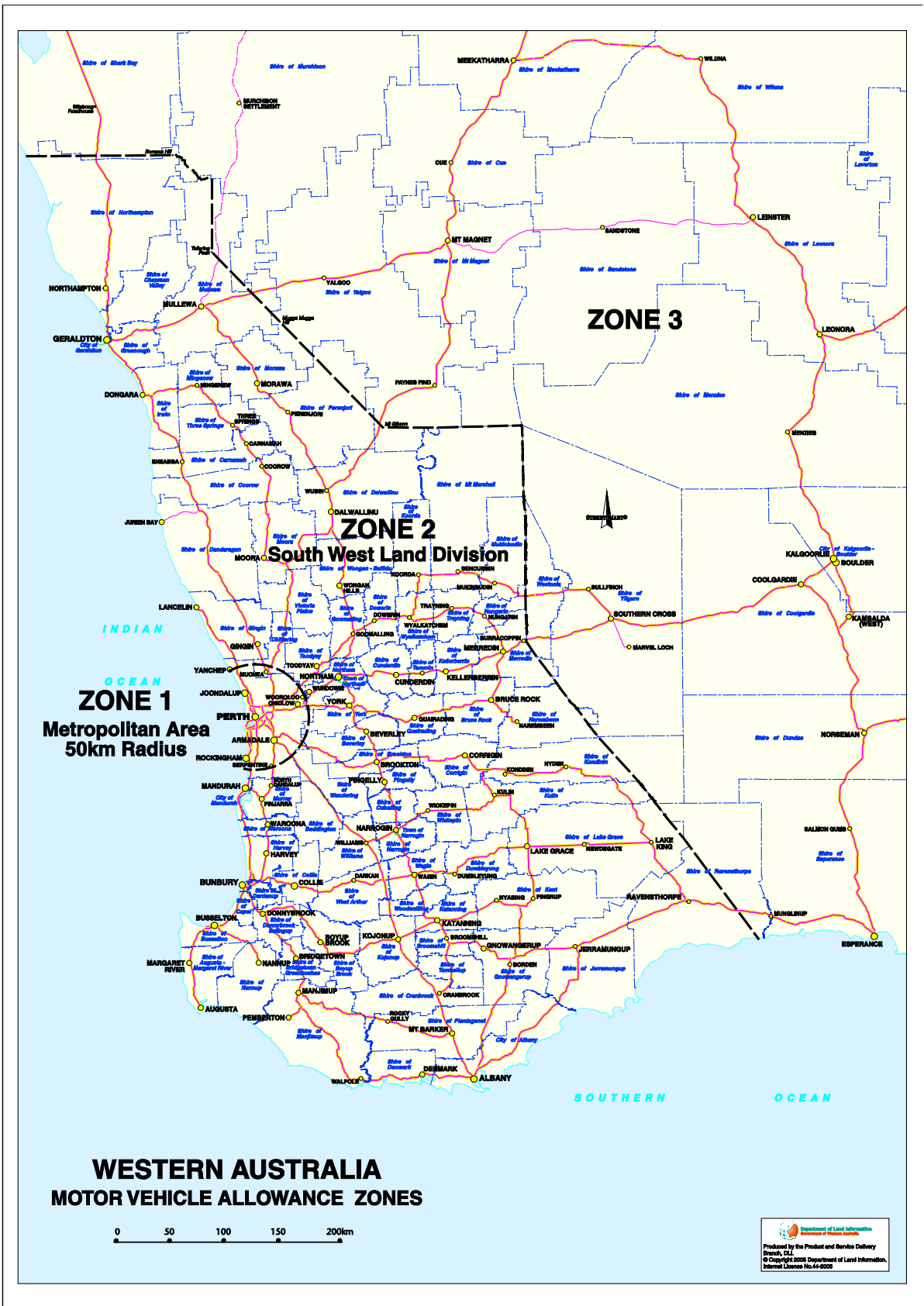
Area Details	Rate (cents) per kilometre		
	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0
North of 23.5o South Latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6

Part 3 - Motor Cycle

Rate - Cents per kilometre	31.0
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SCHEDULE D - CLAUSE 21. - OVERTIME ALLOWANCE

PART 1 - OUT OF HOURS CONTACT

Standby	\$ 8.90 per hour
On Call	\$ 4.45 per hour
Availability	\$ 2.22 per hour

PART 2 - MEALS

Breakfast	\$10.80 per meal
Lunch	\$13.30 per meal
Evening Meal	\$15.95 per meal

SCHEDULE E - TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

ITEM	PARTICULARS	COLUMN A DAILY RATE	COLUMN B DAILY RATE EMPLOYEES WITH DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 44 (1)(b) (ii)) TRANSFER ALLOWANCE FOR PERIOD IN EXCESS OF PRESCRIBED PERIOD (CLAUSE 46(3))	COLUMN C DAILY RATE EMPLOYEES WITHOUT DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 44 (1)(b) (ii))
ALLOWANCE TO MEET INCIDENTAL EXPENSES				
		\$	\$	\$
(1)	WA - South of 26° South Latitude	14.55		
(2)	WA - North of 26° South Latitude	21.70		
(3)	Interstate	21.70		
ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL				
		\$	\$	\$
(4)	WA - Metropolitan Hotel or Motel	305.45	152.70	101.80
(5)	Locality South of 26° South Latitude	208.55	104.30	69.50
(6)	Locality North of 26° South Latitude			
	Broome	456.70	228.35	152.25
	Carnarvon	255.15	127.55	85.05
	Dampier	366.70	183.35	122.25
	Derby	342.20	171.10	114.05
	Exmouth	292.70	146.35	97.55
	Fitzroy Crossing	370.20	185.10	123.40
	Gascoyne Junction	291.70	145.85	97.25
	Halls Creek	247.20	123.60	82.40
	Karratha	445.70	222.85	148.55
	Kununurra	331.70	165.85	110.55
	Marble Bar	271.70	135.85	90.55
	Newman	338.95	169.50	113.00
	Nullagine	256.70	128.35	85.55
	Onslow	273.30	136.65	91.10
	Pannawonica	192.70	96.35	64.25
	Paraburdoo	259.70	129.85	86.55
	Port Hedland	367.15	183.55	122.40
	Roebourne	241.70	120.85	80.55
	Shark Bay	240.20	120.10	80.05
	Tom Price	320.20	160.10	106.75
	Turkey Creek	235.70	117.85	78.55
	Wickham	508.70	254.35	169.55
	Wyndham	254.70	127.35	84.90
(7)	Interstate - Capital City Sydney	304.90	152.45	101.60

	Melbourne	288.55	144.30	96.15
	Other Capitals	270.10	135.05	89.95
(8)	Interstate - Other than Capital City	208.55	104.30	69.50

ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL

(9)	WA - South of 26° South Latitude	93.65
(10)	WA - North of 26° South Latitude	128.25
(11)	Interstate	128.25

TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL INVOLVING AN OVERNIGHT STAY WHERE ACCOMODATION ONLY IS PROVIDED.

(12) WA - South of 26° South Latitude:

Breakfast	16.30
Lunch	16.30
Dinner	46.50

(13) WA - North of 26° South Latitude

Breakfast	21.20
Lunch	33.20
Dinner	52.20

(14) Interstate

Breakfast	21.20
Lunch	33.20
Dinner	52.20

DEDUCTION FOR NORMAL LIVING EXPENSES (Clause 52. Transfer Allowance)

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

MIDDAY MEAL (Clause 53. Travelling Allowance)

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

SCHEDULE F - SHIFT WORK ALLOWANCE

An employee required to work a weekday afternoon or night shift of 7.6 hours worked, will in addition to the ordinary rate of salary, be paid an allowance of \$21.93 is payable for each afternoon or night shift of 7.6 hours worked

SCHEDULE G - NAMED UNION PARTY

The Civil Service Association of Western Australia Incorporated.