

Aboriginal Medical Service Employees' Award No. A 26 of 1987

1. – TITLE

This award shall be known as the Aboriginal Medical Service Employees' Award.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No adult employee 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 adult employees is \$484.40 per week payable on and from 7th July 2005.
- (3) The Minimum Adult Award Wage of \$484.40 per week is deemed to include all arbitrated safety net adjustments from State Wage Case decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part time employees or pieceworkers 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) Juniors 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 of \$484.40 per week.
- (6)
 - (a) 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.
 - (b) Liberty to apply is reserved in relation to any special categories of employees not included here or otherwise in relation to the application of the Minimum Adult Award Wage.
- (7) 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.
- (8) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for adult employees payable under the 2005 State Wage Case Decision. Any increase arising from the insertion of the minimum adult award 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 adult award wage.
- (9) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or over, shall not be paid less than \$406.70 per week.
- (b) The rate paid in paragraph (a) above 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 this award for an adult apprentice in force immediately prior to 5th June 2003.

2. - ARRANGEMENT

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(Edit Note: The following appendix should have been included in Order 130/96 delivered on 28/2/97,
Appendix - S.49B - Inspection Of Records Requirements)

3. - AREA AND SCOPE

This award shall apply to any person employed by an Aboriginal Health or Medical Service in Western Australia, in any classification mentioned in Clause 26. - Wages of this award. This award shall have effect throughout the State of Western Australia.

4. – DEFINITIONS

- (1) (a) "Aboriginal Community Care Worker" shall mean an employee who does not possess any relevant qualification or possess any experience in health care services. This employee will gain workplace experience and commence training towards Certification level. The work may include but is not limited to:

Aboriginal Health
Environmental Health
Aged Care
Counselling
Liaison
Mental Health
Alcohol Care/Rehabilitation
HACC

- (b) "Aboriginal Health Worker Grade 1" shall mean an employee who possesses a relevant Certificate of which the course content is less than 12 months duration in total. The work may include but is not limited to:

Aboriginal Health
Environmental Health
Aged Care
Counselling
Liaison
Mental Health
Alcohol Care/Rehabilitation
HACC

- (c) "Aboriginal Health Worker Grade 2" shall mean an employee who provides a broad range of direct primary health care services and is able to work without direct supervision and/or an employee who possesses a Certificate with Medication Certificate Grade 1 and/or Advanced Certificate of which the course content covered a 12 month period or equivalent, from an accredited education provider in a relevant field, and/or is an Enrolled Nurse. The work may be, but is not limited to:

Aboriginal Health
Environmental Health
Aged Care
Counselling
Liaison
Alcohol Care/Rehabilitation
HACC

- (d) "Aboriginal Health Worker Grade 3" shall mean an employee who has a highly developed knowledge, skill and capacity for self directed application and is involved in the delivery of primary care, and this may involve supervision of others involved in primary care, and/or possesses a degree by an accredited training provider in the field of Aboriginal Health, and/or a Medication Certificate Grade 2. The work may include but is not limited to:

Aboriginal Health
Environmental Health
HACC
Counselling
Health Promotion
HIV/STD Co-ordination
Health Education
Alcohol Rehabilitation

Mental Health Work
Nutritional Health

Such work shall be the provision of primary care or the supervision of work of a manual or domestic nature or of primary care.

- (e) "Aboriginal Health Worker Grade 4, Level 1" shall mean an employee, at a level higher than that at Health Worker Grade 3, who delivers primary care in a specialist health service area which shall include but is not limited to Mental Health, Health Promotion, Health Education, Heart Health or Remote Area Health and who is required to hold a qualification from an accredited training provider in the field of Aboriginal Health.
 - (f) "Aboriginal Health Worker Grade 4, Level 2" shall mean an employee who is principally responsible for regional health co-ordination, or the supervision of others delivering primary care in specific projects and who is required to hold a qualification from an accredited training provider in the field of Aboriginal health.
 - (g) The following or similar groups or classes or classifications, however so called are exempted from coverage of this award: social security officers; community services officers; welfare officers; social workers; counsellors; community development officers; public relations officers; craft workers and trainers; managers; advisers; treasurers; accountants; secretaries; stenographers; typists; clerical officer and clerical assistants; receptionists; telephonists; bookkeepers; assistant bookkeepers; cashiers; office co-ordinators; office supervisors; administrative officers; computer operators; liaison officers, HACC Co-ordinators.
- (2) "Accrued Day Off" means the paid day off accruing to an employee resulting from an entitlement to the 38 hour week as prescribed in Clause 6. - Hours of Duty, Overtime and On Call, in this award.
 - (3) "Union" shall mean the Australian Liquor, Hospitality and Miscellaneous Workers Union.
 - (4) "HACC" shall mean the Home and Community Care programs.
 - (5) "Aboriginal Health Worker and Aboriginal Community Care Worker" shall mean any Aboriginal or Torres Strait Islander employee who is employed in the delivery of primary care to clients of Aboriginal Medical Services, excluding Registered Nurses and Medical Officers.

5. - CONTRACT OF EMPLOYMENT

- (1)
 - (a) The contract of employment shall be fortnightly and unless otherwise mutually agreed by the parties shall be terminable by the giving of two weeks' notice by either party to the other or the payment or forfeiture, as the case may be, of wages for any time by which the two weeks is diminished.
 - (b) Nothing in this clause shall prevent the termination of service instantly by the employer due to the misconduct of the employee and in such case payment of wages shall be made up to the time of dismissal.
 - (c) Where a dismissal takes place the employee shall be provided with the reasons for dismissal in writing.
 - (d) Notwithstanding the foregoing a person employed as a casual in accordance with Clause 17. - Part Time Employees and Casuals of this award shall be employed on an hourly contract of employment which may be terminable by the giving of one hour's notice by either party to the other or the payment or forfeiture, as the case may be, of one hour's wages. The minimum period of employment of a casual employee shall be two hours.
- (2) Employees engaged to work in schools and who are not required to work during term holidays shall nevertheless be deemed employed continuously for the purposes of Clause 9. - Long Service Leave of this award and incremental wage adjustments.

- (3) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.

6. - HOURS OF DUTY, OVERTIME AND ON CALL

- (1) Subject to subclauses (3), (5) and (6) of this clause, 38 hours shall constitute a week's work to be worked between the hours of 8.00 am and 6.00 pm, Monday to Friday inclusive, and no day shall exceed eight hours without the payment of overtime.
- (2) Subject to the provisions of subclause (2) of Clause 7. - Relieving of this award, work performed at the direction of the employer outside the spread of hours in subclause (1) of this clause or in addition to the daily hours or on a Saturday or Sunday shall be paid or compensated for as hereunder:
- (a) 1.5 times the ordinary rate for the first two hours and double time thereafter on any day Monday to Friday inclusive.
- (b) Double time on a Saturday or Sunday.
- (c) In lieu of making payment in accordance with paragraphs (a) and (b) and by agreement between the employer and the employee concerned, time off proportionate to the payment to which the employee is entitled may be taken at a time convenient to the employer, provided that such time off is in unbroken periods, according to each period of overtime worked.
- (3) Where climatic conditions or the hours of duty are such that it is desirable to work outside the spread of hours set out in subclause (1) hereof, an employee and the employer may agree to such variations of the spread of hours as is considered appropriate in which case overtime shall only be computed on the time worked in excess of the ordinary daily hours.
- (4) (a) For the purpose of this award an employee is on call when directed by the employer to remain at such a place as will enable the employer to readily contact the employee during the hours when they are not otherwise on duty. In so determining the place at which the employee shall remain, the employer may require that place to be within a specified radius from their place of employment.
- (b) An employee shall be paid \$3.20 for each hour or part thereof they are on call. 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 overtime provisions of this award when the employee is recalled to work.
- (c) If the usual means of contact between the employer and the employee on call is a telephone and if the employee pays or contributes towards the payment of the rental of such telephone the employer shall pay the employee an amount being a proportion of the telephone rental calculated on the basis that for each seven days on which the employee is required to be on call the employer shall pay the employee 1/52nd of the annual rental paid by the employee.
- (d) Notwithstanding the other provisions of this subclause, where the employer and the Union agree in writing, other arrangements may be made for compensation of on call work.
- (5) The provisions of this clause shall not apply to employees subject to Clause 24. - Outpost - Availability Allowance of this award.
- (6) (a) The ordinary hours of duty shall be an average of 38 per week with the hours actually worked being 40 per week or 80 per fortnight to be worked eight hours per day on any five days of the week or 10 days of the fortnight.

Except where provided elsewhere, the ordinary hours shall be worked with two hours of each week's work accruing as an entitlement to a maximum of 12 accrued days off in each 12

month period. The accrued days off shall be taken in a minimum period of one week made up of five consecutive accrued days off in conjunction with a period of annual leave or at a time mutually acceptable to the employer and the employee.

- (b) By agreement between the Union and an employer the ordinary hours of an employee, in lieu of the provisions of subclause (1) hereof, may be worked:
 - (i) Within a 20 day, four week cycle, with 0.4 of an hour of each day worked accruing as an entitlement to take the 20th day in each cycle as an accrued day off.
 - (ii) Within a 10 day, two week cycle, with an adjustment to hours worked to enable 76 hours to be worked over nine days of the two week cycle and an entitlement to take the 10th day in each cycle as an accrued day off.
- (c) An employer and employee may, by agreement, substitute the accrued day off the employee is to take off for another day in which case the accrued day off shall become an ordinary working day.
- (d) The spread of hours in any one day shall not exceed 10 hours provided where conditions are such that the employer requires employees to work outside of the spread of hours the employee and the employer may agree to such variations of the spread of hours as is considered appropriate in which case overtime shall only be computed on the time worked in excess of the ordinary working hours as prescribed in subclause (1) of this clause.
- (e) Meal breaks shall not be less than 30 minutes and shall not be counted as time worked. Provided that where an employee is called on duty during a meal time the period worked shall be counted in the ordinary working hours of duty.
- (f) The provisions of this clause apply to a part time employee in the same proportion as the hours normally worked bear to a full time employee. In circumstances where less than 16 hours per week are worked an employer may pay an employee for all hours actually worked at an hourly rate based on a 38 hour week in lieu of accrual of accrued days off.
- (g) A roster for accrued days off may allow an employee to take accrued days off before they become due.
- (h) Any dispute between an employer and the Union concerning the operation of this clause shall be referred to the Western Australian Industrial Relations Commission.

7. - RELIEVING

- (1) An employee required to perform on any one day, two or more classes of work, to which differential rates are applicable, shall be paid in respect of the whole time during which the employee works on that day, at the highest rate fixed in respect of any such classes of work.
- (2) An employee temporarily transferred to a class of work for which a lower rate is paid, shall not suffer any reduction in salary.
- (3) An employee engaged principally for the purpose of relieving as and where directed by the employer shall be allowed exceed travelling time where any relieving requires the employee to travel beyond the metropolitan area. The employer may require that such excess time be added to the usual daily hours by paying for such time at ordinary time rate.

8. - ANNUAL LEAVE AND PUBLIC HOLIDAYS

- (1) (a) Subject to the provisions of this clause each employee shall be entitled to four weeks' leave with payment of ordinary wages after each 12 months' continuous service.

- (b) A loading of 18.75% shall be paid in addition to the ordinary wage payable under subclause (a) of this clause.
 - (c) An employee may, with the approval of the employer, be allowed to take the annual leave prescribed by this clause before the completion of 12 months' continuous service as prescribed by subclause (a) of this clause.
 - (d) If, after one months' continuous employment, an employee lawfully terminates their employment or their employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.92 hours' pay (at the rate prescribed by paragraphs (a) and (b) hereof) in respect of each completed week of continuous service for which annual leave has not already been taken.
 - (e) If the service of an employee terminates and the employee has taken a period of leave in accordance with paragraph (c) of subclause (1) of this clause, and if the period of leave so taken exceeds that which would become due pursuant to paragraph (a) of subclause (1) of this clause, the employee shall be liable to pay the amount representing the difference between the amount received by them for the period of leave taken in accordance with paragraph (c) of subclause (1) of this clause and the amount which would have accrued in accordance with paragraph (a) of subclause (1) of this clause. The employer may deduct this amount from monies due to the employee by reason of the other provisions of this award at the time of termination.
 - (f) The annual leave prescribed in subclause (1) of this clause may, by consent between the employer and the employee, be taken in portions, including single days off.
 - (g) 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 long service leave, annual leave, absence through sickness, with or without pay, except for that portion of an absence that exceeds three months, or absent on workers' compensation, except for that portion of an absence that exceeds six months.
 - (h) The leave of an employee shall not accumulate except with the consent of the employee and in no case shall it accumulate for more than two years.
 - (i) Before going on annual leave each employee shall be given at least two weeks' notice of the date leave is to be taken, unless the employee and the employer agree on a lesser period.
- (2)
- (a) The following days or the days observed in lieu thereof shall be allowed as holidays with pay: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Foundation Day, Queen's Birthday, Christmas Day, Boxing Day and a National Aborigines Day.
 - (b) In any branch or department of the services covered by this award where the clerical and administrative staff observe additional holidays with pay, such days shall be allowed to the employees covered by this award as holidays with pay. The provisions of this paragraph shall not apply where the employee is required to maintain a service to other employees of a respondent to this award.
 - (c) Where an employee is required by the employer to work on any of the foregoing days, payment for the time worked shall be at the rate of 2.5 times the ordinary rate or, alternatively, and by agreement between the employer and the employee concerned, payment at the rate of 1.5 times with equivalent time to that worked being taken off at a time convenient to the employer.
- (3) Employees employed in any location delineated by subclauses (4), (5) or (6) of Clause 23. - District Allowance shall be entitled to an additional week of leave with payment at ordinary rate.
- (4) The provisions of this clause shall not apply to casual employees.

9. - LONG SERVICE LEAVE

- (1) The provisions of the long service leave conditions applicable to state government wages employees as contained at 66 WAIG 319 shall apply to employees covered by this award with the exception that on and from the 1st day of July 1985 long service leave for the second and subsequent period of service shall accrue at the rate of 13 weeks' leave for seven years of continuous service.
- (2) Any qualifying service prior to 1 July 1985 for the second period of long service leave shall be calculated on a 10 year qualifying period basis but all qualifying service after 1 July 1985 shall be calculated on a seven year qualifying period basis.
- (3) When an employee proceeds on long service leave there will be no accrual towards an accrued day off as prescribed in subclauses (1) and (2) of Clause 6. - Hours of Duty, Overtime and On Call of this award.
- (4) Any long service leave accumulated as at 1 January 1985 shall be adjusted in hours in the ratio of 38 to 40.

10. - SICK LEAVE

- (1) The unused portion of the entitlement prescribed in paragraph (a) of subclause (1) above in any accruing year shall be allowed to accumulate and may be availed of in the next or any succeeding year.
- (2)
 - (a) An employee shall be entitled to payment for non attendance on the ground of personal ill health or injury for 1/6th of a week's pay for each completed month of service.
 - (b) Payment hereunder may be adjusted at the end of each accruing year or at the time the employee leaves the service of the employer in the event of the employee being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.
- (3) In order to acquire entitlement to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of their inability to attend for work and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances, shall be given to the employer within 24 hours of the commencement of the absence.
- (4) No employee shall be entitled to the benefit of this clause unless they produce proof to the satisfaction of the employer or their representative of such sickness provided that the employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.
- (5)
 - (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when he/she is absent on annual leave and an employee may apply for, and the employer shall grant, paid sick leave in place of paid annual leave.
 - (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to their place of residence or a hospital as a result of their personal ill health or injury for a period of seven consecutive days or more and they produce a certificate from a registered medical practitioner that they was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if he/she is unable to attend for work on the working day next following their annual leave.
 - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time they proceeded on annual leave and shall not be made with respect to fractions of a day.

- (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 8. - Annual Leave and Public Holidays.
 - (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 8. - Annual Leave and Public Holidays shall be deemed to have been paid with respect to the replaced annual leave and holidays.
- (6) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation and Assistance Act 1981.
 - (7) The provisions of this clause do not apply to casual employees.

11. - COMPASSIONATE LEAVE

- (1) An employee shall, on the death within Australia of a spouse, de-facto spouse, parent, parent-in-law, brother, sister, child, stepchild, grandparent or grandchild, be entitled, on notice, of leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of his/her employer.
- (2) Provided that payment in respect of compassionate leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with his/her roster, or on long service leave, annual leave, sick leave, workers' compensation, leave without pay or on a public holiday.

12. - MATERNITY LEAVE

- (1) Eligibility for Maternity Leave

An employee who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

- (a) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.
 - (b) Maternity leave shall mean unpaid maternity leave.
- (2) Period of Leave and Commencement of Leave
 - (a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement. This compulsory period can be shortened by agreement between the employer and employee.
 - (b) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

- (c) An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.
- (d) An employee shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job

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

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) hereof.

(4) Variation of Period of Maternity Leave

- (a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.
- (b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave

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

(6) Special Maternity Leave and Sick Leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then –
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work; or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

- (c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

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

(7) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) hereof does not exceed 52 weeks:

- (a) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

Notwithstanding any award, or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the award.

(9) Termination of Employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave

- (a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Employees

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

- (b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
- (e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the twelve months' qualifying period.

13. - STUDY LEAVE AND ORIENTATION

- (1) For the purposes of this clause, study leave shall mean leave to attend courses or seminars approved by the employer which are designed to enhance the employee's knowledge and skills relative to the employer's service. It shall also include courses developed and conducted by the employer and referred to herein as "in service" courses.

Orientation shall mean a period of duty time allocated to a new employee for the purpose of familiarising that employee with the service requirements of the employer.

- (2) Employees attending in service courses shall be paid for such time and shall be reimbursed all expenses incurred by their attendances thereof.
- (3) Applications for leave to attend external courses shall be considered on their individual merits.

Where it can be shown that the operation of the health care site will not be unduly inconvenienced and that undertaking such a course will benefit client care at the health care site, then the application shall be approved.

Employees should have completed six months' service before becoming entitled to the provisions of this clause. However, the employer may grant such leave at any time for the purposes of necessarily improving health care offered to clients.

The costs associated with such courses shall be borne by the employer up to a maximum of two weeks' wages.

- (4) A newly appointed employee shall not be required to take up a position without adequate supervised orientation.

14. - TRANSPORT

- (1) No employee shall be required to provide and maintain a vehicle for the purposes of the employer's business however, where there is an agreement between the employer and employee to the use of the employee's vehicle an allowance shall be paid in accordance with the agreement or award relating to officers of the Public Service.
- (2) Full time or part time employees employed in any location referred to in paragraphs 3., 4., 5., and 6. of subclause (2) of Clause 23. - District Allowance of the Award, shall be entitled to:
 - (a) in the case of full time employees, 38 hours annual leave in addition to that prescribed in Clause 8. - Annual Leave and Public Holidays or in the case of part time employees one week's annual leave in addition to that prescribed in Clause 8. - Annual Leave and Public

Holidays, calculated on the basis of average weekly number of hours worked over the previous 12 months, and

- (b) one return economy class air ticket to Perth per annum, or, by agreement between the employer and the employee, the equivalent in money of one return economy class airfare to Perth, provided that the employee shall receive such air ticket or money as the case may be, before the employee commences leave.
- (c) An entitlement under this subclause not exercised by an employee in any year, shall only accrue from one year to the next, and be exercisable in any subsequent year by agreement between the employer and the employee provided that where in any year the employer and the employee have not agreed when the employee is to take his/her leave under paragraph (a) of this subclause or entitlement under paragraph (b) of this subclause, the employer is not to refuse the employee taking, at any time suitable to the employee, such entitlements under this clause subject to the employee giving to the employer at least 4 weeks notice.
- (d) Nothing in this award shall be deemed to prevent an employee using accrued entitlements as set out in paragraph (c) of this subclause for members of that employees family.

15. - TRANSFERS AND DISTANT APPOINTMENTS

- (1) An employee, other than one engaged as a reliever, who is required to transfer to an area necessitating the taking up of alternative residence shall, where practicable, be given not less than four weeks' notice of such requirement.

The employer shall be required to pay the cost incurred in moving the employee's necessary household effects or alternatively may arrange the transport of such effects.

- (2)
 - (a) An employee who is transferred at the request of the employer from one place to another shall be entitled to economy travelling accommodation between the places of transfer and to full payment of wages during the time of leaving duty and taking up his/her new duties.
 - (b) Where an employee wishes to use his/her own vehicle to give effect to a transfer by the employer and the employer approves he/she shall be paid the equivalent of the entitlement in paragraph (a) above.
- (3) A reasonable amount of time shall be allowed to an employee to prepare for a transfer including establishment in the new premises.

16. - ACCOMMODATION

- (1) The employer shall provide suitable furnished accommodation for any employees appointed to an area where it is impracticable for these employees to return to their usual place of abode each day.
- (2) All reasonable attempts shall be made by the employer to ensure that each employee's privacy is preserved and except where it is impracticable or where the employee otherwise agrees, shared accommodation shall be avoided.
- (3) Employees who are accommodated in hospital quarters shall be subject to the provisions of the Public Hospitals Board and Lodging Award No. 16 of 1978. Other accommodation charges shall not exceed those determined by the Government Employees Housing Authority.

17. - PART TIME EMPLOYEES AND CASUALS

- (1)
 - (a) Notwithstanding anything contained herein, an employer shall be at liberty to employ part time employees.

- (b) A part time employee means an employee engaged on a fortnightly contract of service who regularly works less than 38 hours per week.
 - (c) Such employees shall receive the rate of wage specified in this award as is proportionate to the time worked without payment of casual rates.
 - (d) Part time employees shall be allowed sick leave and annual leave in accordance with the provisions of this award, only in the proportion which their weekly hours of duty bear to 38 hours.
- (2) (a) An employee employed for a period of less than two weeks shall be deemed a casual employee and be paid an additional 20% of the ordinary wages specified in this award for his/her class of work.
 - (b) If a casual employee is still required at the end of two weeks, he/she may be re-employed as a casual with payment in accordance with paragraph (a) above for another two weeks.
 - (c) Casual employees shall not be entitled to be paid for public holidays on which they are not required to work, nor shall they be entitled to the provisions of Clause 8. - Annual Leave and Public Holidays or Clause 10. - Sick Leave.
 - (d) The minimum period of engagement of a casual shall be three hours per day.

18. - LAUNDRY AND UNIFORMS

- (1) The employer shall provide all uniforms which shall at all times remain the property of the employer. Provided that in lieu of providing uniforms the employer may pay an allowance of \$4.05 per week, and the employee shall wear uniforms which conform to the uniform stipulated by the employer with respect to material, colour, pattern and conditions. Where the employer does not require the employee to wear a uniform no allowance shall be payable.
- (2) Each employee shall be entitled to all reasonable laundry work at the expense of the employer, but where the employer elects not to launder the uniforms the employee shall be paid an allowance of \$2.15 per week.

19. - PAYMENT OF WAGES

- (1) Wages shall be paid weekly or fortnightly at the option of the employer and no employee shall be required to wait beyond the appointed time for payment of wages without payment for such time at ordinary rates, unless the delay is beyond the employer's control.
- (2) No unauthorised deduction will be made from any employee's wages.
- (3) On each pay day an employee, in respect of the payment then due, shall be furnished with a statement in writing, either on or in the pay envelope, containing the following particulars, viz: name, the amount of ordinary wage, the total number of hours of overtime worked (if any), the amount of any overtime payment, the amount of any other monies paid and the purposes for which they are paid, and the amount of the deductions made from total earnings and the nature thereof. Where a machine system which precludes the inclusion of all of the foregoing details is used, the employer shall supply to any employee so requesting such details not included with her wages.

20. - TIME AND WAGES RECORDS

- (1) The employer shall maintain a record of the hours worked and the payment made for such work to each employee and shall also record all details relevant to an employee's sick leave, annual leave and long service leave entitlements.

- (2) The records shall, upon reasonable notice of not less than 24 hours being given, be open for inspection at the office of the employer concerned by an accredited representative of the Union.

21. - INTERVIEWS AND NOTICES

- (1) An accredited representative of the Union shall, on notification to the employer, be entitled to interview employees on the employer's premises at reasonable times.
- (2) If the Union so requests, a copy of this award shall be made available in a place where it may be conveniently and readily seen by every employee concerned. The Union may also post thereat such other notices relating to union matters as are reasonable.

22. - NO REDUCTION

No employee covered by this award shall suffer any reduction or derogation of any conditions applicable to their employment.

23. - DISTRICT ALLOWANCE

- (1) For the purposes of this clause the following terms shall have the following meaning:
"Dependent" in relation to an employee means:

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

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

"Partial Dependent" in relation to an employee means:

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

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

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

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

- (2) For the purpose of this clause, the boundaries of the various districts shall be as described hereunder:

District:

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

2. That area within a line commencing on the south coast at longitude 119 then east along the coast to longitude 123; then north along longitude 123 to a point on latitude 30; thence west along latitude 30 to the boundary of No. 1 District.
 3. The area within a line commencing on coast at latitude 26; thence along latitude 26 to longitude 123; thence south along longitude 123 to the boundary of No. 2 District.
 4. The area within a line commencing on the coast at latitude 24; thence east to the South Australian border; thence south to the coast; thence along the coast to longitude 123; thence north to the intersection of latitude 26; thence west along latitude 26 to the coast.
 5. That area of the State situated between the latitude 24 and a line running east from Carnot Bay to the Northern Territory border.
 6. That area of the State north of a line running east from Carnot Bay to the Northern Territory border.
- (3) An employee shall be paid a district allowance at the standard rate prescribed in Column II of subclause (6) of this clause, for the district in which the employee's headquarters is located. Provided that where the employee's headquarters is situated in a town or place specified in Column III of subclause (6), the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of subclause (6).
 - (4) An employee who has a dependant shall be paid double the district allowance prescribed by subclause (3) of this clause for, the district, town or place in which the employee's headquarters is located.
 - (5) Where an employee has a partial dependant the total district allowance payable to the employee shall be the district allowance prescribed by subclause (3) of this clause plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant would receive if he or she was employed in a full time capacity under the Award, Agreement or other provision regulating the employment of the partial dependant.
 - (6) The weekly rate of District Allowance payable to employees pursuant to subclause (3) of this clause shall be as follows:

COLUMN I	COLUMN II	COLUMN III	COLUMN IV
DISTRICT	STANDARD RATE	EXCEPTIONS TO STANDARD RATE	RATE
	\$ per week	Town or Place	\$ per week
6	66.93	Nil	Nil
5	54.71	Fitzroy Crossing Halls Creek Turner River Camp Nullagine	73.61
		Liveringa (Camballin) Marble Bar Wittenoom	68.55
		Karratha	64.55
		Port Hedland	59.90
4	27.54	Warburton Mission	74.26
		Carnarvon	25.93

3	17.40	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	27.54
2	12.34	Kalgoorlie Boulder	4.11
		Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance	16.45
1	Nil	Nil	Nil

(Note: In accordance with subclause (4) of this clause employees with dependants shall be entitled to double the rate of district allowance shown).

The allowances prescribed in this subclause shall operate from the beginning of the first pay period commencing on or after 11 March 2005.

- (7) When an employee is on approved annual recreation leave, the employee shall for the period of such leave, be paid the district allowance to which the employee would ordinarily be entitled.
- (8) When an employee is on long service leave or other approved leave with pay (other than annual recreational leave), the employee shall only be paid district allowance for the period of such leave if the employee, dependants or partial dependants remain in the district in which the employee's headquarters is situated.
- (9) When an employee leaves his or her district on duty, payment of any district allowance to which the employee would ordinarily be entitled shall cease after the expiration of two weeks unless the employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the employer.
- (10) Except as provided in subclause (9) of this clause, a district allowance shall be paid to any employee ordinarily entitled thereto in addition to reimbursement of any travelling transfer or relieving expenses or camping allowance.
- (11) Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in subclause (6) of this clause, is required to travel or temporarily reside for any period in excess of one month in any district or districts in respect of which such allowance is so payable, the employee shall be paid for the whole of such period a district allowance at the appropriate rate pursuant to subclauses (3), (4) or (5) of this clause, for the district in which the employee spends the greater period of time.
- (12) When an employee is provided with free board and lodging by the employer or a public Authority the allowance shall be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.
- (13) An employee who is employed on a part-time basis shall be entitled to district allowance on a pro-rate basis. The allowance shall be determined by calculating the hours worked by the employee as a proportion of the full-time hours prescribed by the Award under which the employee is employed. That proportion of the appropriate district allowance shall be payable to the employee.

- (14) The rates expressed in subclause (6) of this clause shall be adjusted every twelve (12) months ending on December 31 in accordance with the official "Consumer Price Index" for Perth as published by the Australian Bureau of Statistics.

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

24. - OUTPOST - AVAILABILITY ALLOWANCE

- (1) Where an employee is transferred to work at any of the locations as prescribed in the groups listed in subclause (8) then the following provisions shall apply:

Group	Provisions applying
4	An allowance of \$90.05 per week plus four weeks' special leave per annum
3	An allowance of \$67.40 per week plus two weeks' special leave per annum.
2	An allowance of \$44.95 per week plus two weeks' special leave per annum
1	An allowance of \$44.95 per week.

- (2) The allowance provided for in subclause (1) of this clause is not payable during any leave as provided for in this award and is only payable to the employee actually performing the duties at the outpost at any given time.
- (3) The allowance is to be calculated on a pro rata basis for periods of less than a week's duration.
- (4) Special leave shall be in addition to leave provided for in Clause 8. - Annual Leave and Holidays but shall not attract leave loading as provided for in paragraph (b) of subclause (1) of Clause 8. - Annual Leave and Holidays.
- (5) Special leave as provided in this clause shall be taken at a time convenient to the employer and shall not accumulate beyond each six months' service and is to be calculated where applicable on a pro rata basis for periods of less than 12 months' duration. Provided that the pro rata leave entitlement shall be calculated having regard for completed calendar weeks of service at the nursing outpost only.
- (6) An employee entitled to the payment of an allowance and special leave in accordance with this clause shall not be entitled to payment for overtime or on call in accordance with Clause 6. - Hours of Duty, Overtime and On Call of this award for the period of duty at the outpost.
- (7) Deleted.
- (8) For the purposes of subclause (1) of this clause the following shall be the prescribed groups:

Group 4 - Balgo Hills
 Cundeelee
 Jigalong
 Kalumburu
 Nookenhah
 Oombulgurri
 Turkey Creek
 Warburton
 Wiluna

Group 3 - Beagle Bay

La Grange
One Arm Point

Group 2 - Lombardina
Looma
Yandeyarra

Group 1 - Nullagine
Cervantes
Bremer Bay
Lake Varley

The determination of classifications and the inclusion and deletion of outposts within these groups is at the discretion of the employer and may be varied from time to time by agreement with the Union.

24A. - BILINGUAL ALLOWANCE

- (1) Bilingual shall mean a recognised proficiency in English as well as any one of the Aboriginal or Torres Strait Islander languages.
- (2) In recognition of the increased effectiveness and productivity of bilingual employees, if an employee is required during the course of employment or as part of his/her duties to apply skills within subclause (1) of this clause, the employee who shall be competently bilingual shall be paid an allowance of:

Level 1 - \$1290.85 per annum.
Level 1 is an elementary level. This level of accreditation is appropriate for employees who are capable of using a minimal knowledge of language for the purpose of simple communication.

Level 2 - \$2583.06 per annum.
Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.
- (3) The amounts contained in subclause (2) of this clause represent the total possible amount an employee could be paid in one year. The bilingual allowance is payable weekly or fortnightly according to Clause 19. - Payment of Wages.
- (4) This allowance shall be paid to part time employees on a pro rata basis.

25. - SPECIAL LEAVE

Special Leave, with pay, may be granted to an employee for attendant at ceremonial activities or on local council business.

25A. - EMERGENCY LEAVE

An employer may, under exceptional circumstances, grant leave to an employee on such terms and conditions as the employer, exercising their discretion sees fit.

An employer may grant leave without pay after a period of 12 months service to an employee for a maximum period of 12 months.

26. - WAGES

The minimum weekly rate of wage payable to employees covered by this award shall include the base rate plus the arbitrated safety net adjustments expressed hereunder:

		Base Rate Per Week \$	Arbitrated Safety Net Adjustmen ts Per Week \$	Total Per Week \$	
(1)	(a)	Aboriginal Community Care Worker			
		1st six months of employment	383.70	159.00	542.70
		2nd six months of employment	388.20	159.00	547.20
		2nd year of employment	397.00	159.00	556.00
		3rd year of employment	405.50	159.00	564.50
	(b)	Aboriginal Health Worker Grade 1			
		1st year of employment	409.80	159.00	568.80
		2nd year of employment	414.20	159.00	573.20
		3rd year of employment	423.40	161.00	584.40
		5th year of employment	437.06	161.00	598.06
(2)		Aboriginal Health Worker Grade 2			
		1st year of employment	437.06	161.00	598.06
		2nd year of employment	457.77	161.00	618.77
		3rd year of employment	477.90	159.00	636.90
		4th year of employment	512.90	159.00	671.90
		6th year of employment	537.40	159.00	696.40
		8th year of employment	561.40	159.00	720.40
(3)		Aboriginal Health Worker Grade 3			
		1st year of employment	512.90	159.00	671.90
		2nd year of employment	537.40	159.00	696.40
		3rd year of employment	561.40	159.00	720.40
		5th year of employment	570.40	159.00	729.40
		6th year of employment	603.84	159.00	762.84
		8th year of employment	650.40	157.00	807.40
(4)	(a)	Aboriginal Health Workers Grade 4 Level 1			
		1st year of employment	650.40	157.00	807.40
		2nd year of employment	675.40	155.00	830.40
		3rd year of employment	706.90	155.00	861.90
		4th year of employment	766.78	155.00	921.78
		6th year of employment	805.12	155.00	960.12
	(b)	Aboriginal Health Worker Grade 4 Level 2			
		1st year of employment	706.90	155.00	861.90
		2nd year of employment	766.78	155.00	921.78
		3rd year of employment	805.12	155.00	960.12
		5th year of employment	865.38	155.00	1020.38
(5)	Junior Employees: Junior employees shall receive the following percentage of the 1st year rate:				
			%		
		Under 17 years of age	73		
		Under 18 years of age	81		

- (6) (a) The ordinary rate of wage prescribed in subclause (1) hereof shall be increased by \$11.10 per week when a registered enrolled nurse has obtained a post basic certificate approved by the Nurses Board of Western Australia and he/she is required to use the knowledge gained in that certificate as part of his/her employment.
- (b) The ordinary rate of wage prescribed in subclause (1) hereof shall be increased by \$8.90 per week when a registered enrolled nurse becomes proficient to do work deemed extraordinary by the employer or the Western Australian Industrial Relations Commission.
- (c) The on call allowance shall be paid to health workers for each on call period they are rostered to.
- (7) Any employee who has passed the examination for registration prescribed by the Nurses Board of Western Australia shall, for the purposes of this clause, be deemed to be an enrolled nurse.
- (8) **Supervisory Allowance**
- A health worker Grade 1 or Grade 2 who is appointed to supervise other employees and to be responsible for the operation of a clinic, health unit or outpost shall be paid an hourly allowance based on the ordinary wage prescribed for the classification in which they are employed increased by 4.5%.
- (9) Where an enrolled nurse is engaged as a health worker and that enrolled nurse wishes to maintain their enrolled nurse registration, the employer shall provide work in a nursing situation each year to enable them to maintain their registration with their nurses' board.
- (10) **Specialist Allowance**
- Where a health worker is performing specialist duties, for example has responsibility for a special project or program, which require independent application of a high level of theoretical or specialist knowledge, that health worker shall be paid an allowance equal to 7% of the Aboriginal Health Worker Grade 4 Level 1, 1st year of employment for the period that worker is exercising those skills.

	Base Rate Per Week \$	Arbitrated Safety Net Adjustments Per Week \$	Total Per Week \$
(11) Gardener			
1st year of employment	374.60	159.00	533.60
2nd year of employment	379.60	159.00	538.60
3rd year of employment and thereafter	383.80	159.00	542.80
(12) Domestic			
1st year of employment	374.60	159.00	533.60
2nd year of employment	379.60	159.00	538.60
3rd year of employment and thereafter	383.80	159.00	542.80
(13) Cook			
1st year of employment	394.90	159.00	553.90
2nd year of employment	399.20	159.00	558.20
3rd year of employment and thereafter	403.30	159.00	562.30
(14) Driver of Motor Vehicle (under 1.2 tonnes)			
1st year of employment	394.80	159.00	553.80
2nd year of employment	398.60	159.00	557.60
3rd year of employment and thereafter	401.70	159.00	560.70

- | | | | | |
|------|---|--------|--------|--------|
| (15) | Driver of Motor Vehicle (exceeding 1.2 tonnes capacity but not exceeding 3 tonnes capacity) | | | |
| | 1st year of employment | 399.10 | 159.00 | 558.10 |
| | 2nd year of employment | 402.80 | 159.00 | 561.80 |
| | 3rd year of employment and thereafter | 406.00 | 159.00 | 565.00 |
| (16) | Bus Driver (under 25 passengers) | | | |
| | 1st year of employment | 401.20 | 159.00 | 560.20 |
| | 2nd year of employment | 404.90 | 159.00 | 563.90 |
| | 3rd year of employment and thereafter | 408.10 | 159.00 | 567.10 |
| (17) | Storeperson (Grade 1) | | | |
| | 1st year of employment | 388.90 | 159.00 | 547.90 |
| | 2nd year of employment | 392.80 | 159.00 | 551.80 |
| | 3rd year of employment and thereafter | 396.20 | 159.00 | 555.20 |
- (18) Leading hands shall be paid the ordinary wage prescribed for the classification in which they are employed increased by:
- | | | |
|-----|--|----------|
| | | Per Week |
| | | \$ |
| (a) | When in charge of not less than 3 and not more than 10 other employees | 17.69 |
| (b) | When in charge of more than 10 and not more than 20 other employees | 26.44 |
| (c) | When in charge of more than 20 other employees | 35.20 |
- (19) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.
- These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.
- Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.
- (20) Where the term "year of employment" has been used in this clause, it shall mean all service whether full time or part time and shall include service of an equivalent nature in any Aboriginal Health Organisation.
- Such service shall be calculated in periods of calendar years from the date of commencement of work with the employer and by automatic progression subject to satisfactory service.
- (21) When an employee transfers from one grade or level to another, the employee shall be placed at the next highest rate of pay from the wage they were previously receiving and subclause (20) of this clause shall not apply in these circumstances.

27. - DISPUTE SETTLING MECHANISM

- (1) The parties to this Award recognise the traditional customs and nature of the Aboriginal community controlled health services, and insofar as they are consistent with the Industrial Relations Act, shall attempt to use Aboriginal lore as a means of settling disputes which might arise.

In the event that such means do not settle the dispute, either party may apply to the Western Australian Industrial Relations Commission to determine the matter provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

- (2) (a) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (b) Any dispute, question or difficulty arising under this award may be subject to (1).
- (c) Any settlement reached which is contrary to the terms of this award shall not have effect unless or until that conflict is resolved.

28. - AWARD MODERNISATION AND ENTERPRISE CONSULTATION

- (1) The parties to this award are committed to co-operating positively to increase the efficiency and productivity of the industry, and to enhance the career opportunities and job security of employees in the industry.
- (2) At each service a consultative mechanism may be established by the employer, or shall be established upon request by the employees or their Union. The consultative mechanism and procedure shall be appropriate to the size, structure and needs of that service and shall be agreed between the employer and the Union.
- (3) Where a consultative committee is established, it will be free to address any matter which is consistent with the objectives of subclause (1) of this clause. Where matters addressed concern award provisions then the Union shall be notified and invited to attend consultative committees.
- (4) Discussions that take place will have regard to the following requirements:
 - (a) the changes sought shall not affect provisions reflecting State standards;
 - (b) the majority of employees affected by the change at the service must genuinely agree to the change;
 - (c) any agreement shall not, in the context of a total package, provide for a set of conditions of a lesser standard than that provided by the award and no employee shall have a lesser income as a result of the conditions provided for in such agreement;
 - (d) the Union must be a party to any agreement which affects the wages and/or conditions of employment of employees;
 - (e) neither the Union nor the employer shall unreasonably oppose any agreement;
 - (f) any agreement relating to award matters shall be subject to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a schedule to this award and take precedence over any provision of this award to the extent of any inconsistency;
 - (g) if agreement cannot be reached on a particular issue, then the matter may be referred to the Western Australian Industrial Relations Commission for determination.

29. - REVIEW OF CAREER STRUCTURE

The parties agree to review the Career Structure as set out in Clause 4. - Definitions and Clause 26. - Wages, with a view to ensuring that the structure remains relevant to the enterprises and meets the career aspirations of the employees. The parties agree that the review/s will be conducted jointly.

SCHEDULE A - PARTIES TO THE AWARD

The following organisation is a party to this award:

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch.

SCHEDULE B – RESPONDENTS

Broome Regional Aboriginal Medical Service
Anne Street (Cnr Dora Street)
BROOME WA 6725

Carnarvon Medical Service Aboriginal Corporation
P.O. Box 278
CARNARVON WA 6701

East Kimberley Aboriginal Medical Service
P.O. Box 622
KUNUNURRA WA 6743

Geraldton Regional Aboriginal Medical Service
P.O. Box 1689
GERALDTON WA 6530

Kalgoorlie Aboriginal Services
P.O. Box 713
KALGOORLIE WA 6430

Kimberley Aboriginal Medical Service Council
640 Dora Street
BROOME WA 6725

Mawarnkurra Medical Service
P.O. Box 59
ROEBOURNE WA 6718

Ngaanyatjarra Health Service
P.O. Box 2189
ALICE SPRINGS WA 5750

Nganganwili Medical Service
P.M.B.
WILUNA WA 6646

Derbarl Yerrigan Health Service
156 Wittenoom Street
EAST PERTH WA 6004

Yura Yungi Medical Service
P.O. Box 116
HALLS CREEK WA 6770

APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

- (1) Where this award, order or industrial agreement empowers a representative of an organisation of employees party to this award, order or industrial agreement to inspect the time and wages records of an employee or former employee, that power shall be exercised subject to the Industrial Relations (General) Regulations 1997 (as may be amended from time to time) and the following:
- (a) The employer may refuse the representative access to the records if: -
 - (i) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and
 - (ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.
 - (b) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.
 - (c) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

VARIATION RECORD
ABORIGINAL MEDICAL SERVICE EMPLOYEES' AWARD

No. A 26 of 1987

Delivered 08/02/88 at 68 WAIG 387

S93(6) Consolidation 11/4/2000 at 80 WAIG 1986

CLAUSE NO.	EXTENT VARIATION	OF ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
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1. Title

(1A. State Wage Principles)

Ins. Cl.	1752/91	31/01/92	72 WAIG 191
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Cl. & Title	1457/93	24/12/93	74 WAIG 198
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(1A. State Wage Principles December 1993)

Cl. & Title	985/94	30/12/94	75 WAIG 23
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(1A. Statement of Principles December 1994)

Cl. & Title	1164/95	21/03/96	76 WAIG 911
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(1A. Statement of Principles March 1996)

Cl & Title	915/96	7/08/96	76 WAIG 3368
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(1A. Statement of Principles - August 1996)

Cl & Title	940/97	14/11/97	77 WAIG 3177
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(1A. Statement of Principles - November 1997)

Cl & Title	757/98	12/06/98	78 WAIG 2579
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(1A. Statement of Principles - June, 1998)

Del Cl	609/99	06/07/99	79 WAIG 1847
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1B. Minimum Adult Award Wage

Ins. 1B	940/97	14/11/97	77 WAIG 3177
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Cl.	1101/98	17/07/98	79 WAIG 86
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New rate & text	609/99	01/08/99	79 WAIG 1847
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Cl	654/00	01/08/00	80 WAIG 3379
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Cl	752/01	01/08/01	81 WAIG 1721
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Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 1932
(9)	1197/03	1/11/03	83 WAIG 3537
Cl	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2083 & 2104

2. Arrangement

Ins. 2A.	963/88	16/12/88	69 WAIG 549
Del. 2A.	1940/89	08/09/89	69 WAIG 2913
Cl.	1377/89(R)	10/01/90	70 WAIG 349
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Del. 2A.; Ins. 28.	122/90(R2) & 1393/91	01/07/92	72 WAIG 2038
Del. Sch. Resp. Ins. Sch A Sch. B	566/93	04/05/93	73 WAIG 1928
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix - S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	07/08/96	76 WAIG 3368
Cl.	130/96	14/02/97	77 WAIG 753
Ins. 1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1847

(2A. State Wage Principles - September, 1988)

Ins. Cl.	963/88	16/12/88	69 WAIG 549
Deleted	1940/89	08/09/89	69 WAIG 2913

(2A. State Wage Principles - September 1989)

Ins. Cl.	1377/89(R)	10/01/90	70 WAIG 349
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Del. Cl.	122/90(R2) &1393/91	01/07/92	72 WAIG 2038
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3. Area and Scope

4. Definitions

Cl.	130/96	14/02/97	77 WAIG 753
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Cl.	2040/98	19/12/02	83 WAIG 89
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5. Contract of Employment

Ins. (3)	122/90(R2) &1393/91	01/07/92	72 WAIG 2038
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6. Hours of Duty, Overtime and On Call

(4)(b)	1024/01	08/01/02	82 WAIG 230
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(4)(b)	999/02	28/01/03	83 WAIG 468
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(4)(b)	676/03	11/3/05	85 WAIG 1086
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7. Relieving

8. Annual Leave and Public Holidays

(1)(f)	1377/89(R)	10/01/90	70 WAIG 349
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9. Long Service Leave

10. Sick Leave

11. Compassionate Leave

12. Maternity Leave

13. Study Leave and Orientation

14. Transport

(2)	122/90(R2) &1393/91	01/07/92	72 WAIG 2038
Cl.	130/96	14/02/97	77 WAIG 753

15. Transfers and Distant Appointments

16. Accommodation

17. Part Time Employees and Casuals

18. Laundry and Uniforms

Cl.	1024/01	08/01/02	82 WAIG 230
(1) & (2)	999/02	28/01/03	83 WAIG 468
(1) & (2)	676/03	11/3/05	85 WAIG 1086

19. Payment of Wages

20. Time and Wages Records

Ins text.	491/98	16/04/98	78 WAIG 1471
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21. Interviews and Notices

22. No Reduction

23. District Allowance

Cl.	1371/92	01/07/98	78 WAIG 3754
(6)	1024/01	08/01/02	82 WAIG 230
(6)	999/02	28/01/03	83 WAIG 468
(6)	676/03	11/3/05	85 WAIG 1086

24. Outpost - Availability Allowance

Del. (9)	360/88	08/02/88	69 WAIG 797
(1)	1024/01	08/01/02	82 WAIG 230

Del. (7)	1024/01	08/01/02	82 WAIG 230
(1) Correction Order	999/02	4/02/03	83 WAIG 839
(1)	676/03	11/3/05	85 WAIG 1086

24A. Bilingual Allowance

Ins. Cl.	130/96	14/02/97	77 WAIG 753
(2)	1101/98	17/07/98	79 WAIG 86
(2)	883/99	27/08/99	79 WAIG 3024
(2)	657/00	16/11/00	80 WAIG 5515
(2)	1024/01	08/01/02	82 WAIG 230
(2)	999/02	28/01/03	83 WAIG 468
(1)	676/03	11/3/05	85 WAIG 1086

25. Special Leave

25A. Emergency Leave

Ins. Cl.	130/96	14/02/97	76 WAIG 753
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26. Wages

Cl.	539/88	08/02/88	69 WAIG 207
Cl.	963/88	16/12/88	69 WAIG 549
Correction 07/09/92	issued 963/88	16/12/88	72 WAIG 2095
Cl.	1377/89(R)	10/01/90	70 WAIG 349
Cl.	122/90(R2) & 1393/91	01/07/92	72 WAIG 2038
Cl.	1538/93	07/11/94	75 WAIG 1632
Cl.	1103/94	14/06/95	75 WAIG 2554
Cl.	306/96	14/06/96	76 WAIG 2385
Cl.	130/96	14/02/97	77 WAIG 753
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(1), (2), (3), (4), (11)- (18), ins. (22)	1101/98	17/07/98	79 WAIG 86
(1)-(4), (11)-(17) & text (22)	609/99	01/08/99	79 WAIG 1847
(18)(a),(b) & (c)	883/99	27/08/99	79 WAIG 3024

Cl	654/00	01/08/00	80 WAIG 3379 & 3384
(18)	657/00	16/11/00	80 WAIG 5515
Cl	752/01	01/08/01	81 WAIG 1721 & 1724
(6)(a) & (b), (18)	1024/01	08/01/02	82 WAIG 230
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	2040/98	19/12/02	83 WAIG 89
18(a), (b) & (c)	999/02	28/01/03	83 WAIG 468
Cl.	24/00	5/06/03	83 WAIG 1899 & 1932
Cl	570/04	4/06/04	84 WAIG 1521 & 1549
(18)	676/03	11/3/05	85 WAIG 1086
Cl.	576/05	07/07/05	85 WAIG 2083 & 2104

27. Dispute Settling Mechanism

Ins. Cl.	1377/89(R)	10/01/90	70 WAIG 349
Cl	693/96	15/07/96	76 WAIG 2788
(1) text,(2)(a), del. (2)(d)	2053/97	22/11/97	77 WAIG 3079

28. Award Modernisation and Enterprise Consultation

Ins. Cl.	122/90(R2) &1393/91	01/07/92	72 WAIG 2038
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29. Review of Career Structure

Ins. Cl.	130/96	14/02/97	77 WAIG 753
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Schedule A - Parties to the Award

Ins. Sch.	566/93	04/05/93	73 WAIG 1928
Text	883/99	27/08/99	79 WAIG 3024
Sch.	657/00	16/11/00	80 WAIG 5515

(Schedule of Respondents)

Rename Sch.	566/93	04/05/93	73 WAIG 1928
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Schedule B - Respondents

Sch.	657/00	16/11/00	80 WAIG 5515
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Appendix - S.49B - Inspection of Records Requirements

Ins. Appendix	694/96	16/07/96	76 WAIG 2789
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(1) ins. Text	2053/97	22/11/97	77 WAIG 3138
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App.	491/98	16/04/98	78 WAIG 1471
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