

# ACTIV Foundation (Salaried Officers) Award, No. 13 of 1977

## 1. – TITLE

This Award shall be known as the ACTIV Foundation (Salaried Officers) Award, No. 13 of 1977, as amended.

### 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 \$504.40 per week payable on and from 7 July 2006.
- (3) The minimum adult award wage 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 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) 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.
- (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 2006 General Order Wage Case Decision. Any increase arising from the insertion of the adult 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 adult minimum 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 \$421.70 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 5 June 2003.

## 2. – ARRANGEMENT

- 1. Title
- 1B. Minimum Adult Award Wage
- 2. Arrangement
- 3. Scope
- 4. Area
- 5. Term
- 6. Definitions
- 7. Right of Entry
- 8. Inspection of Salary Record
- 9. Contract of Service
- 10. Salaries
- 11. Payment of Salaries
- 12. Higher Duties
- 13. Hours
- 14. Overtime
- 15. Meal Money
- 16. Holidays and Annual Leave
- 17. Short Leave
- 18. Sick Leave
- 19. Parental Leave
- 20. Long Service Leave
- 21. Motor Vehicle Allowances
- 22. Travelling
- 23. Transfers
- 24. Travelling Time
- 25. Relieving or Special Duty
- 26. Travelling, Transfers and Relieving Duty - Rates of Allowance
- 27. Removal Allowance
- 28. Dirty Work
- 29. Consultation and Enterprise Bargaining
- 30. Shift Work
- 31. Protective Clothing and Uniforms
- 32. District Allowance
- 33. Salary Packaging
- 34. Channel of Communication
- 35. Board of Reference
- 36. Part-Time Employees
- 37. Casual Employees
- 38. Deleted
- 39. Present Practice
- 40. Deleted
- 41. Deleted
- 42. Leave to Attend Union Business
- 43. Trade Union Training Leave
- 44. Introduction of Change

45. Flexibility Agreement

Appendix - Resolution of Disputes Requirements  
Schedule A - Named Union Party  
Schedule B - Minimum Salaries  
Schedule C - Classification and Grading of Employees  
Schedule D - Classification Conversion Table  
Schedule E - Respondent  
Appendix - S.49B - Inspection Of Records Requirements

3. – SCOPE

This award shall apply to employees employed by the Activ Foundation Incorporated in any of the types of work referred to in Schedule B attached to this award and to their employer.

4. – AREA

This award shall operate throughout the State of Western Australia in the areas occupied and controlled by the respondent.

5. – TERM

The term of this award shall be for a period of one year from the beginning of the first pay period commencing after the 1st January, 1981.

6. – DEFINITIONS

- (1) "Metropolitan Area" means that area within a radius of fifty kilometres from the Perth Railway Station.
- (2) "Married Employees" means an employee who is required to maintain a home and support dependants therein.
- (3) "A Day" means, for the purposes of clauses 22 , 23 , 25 , 27, 29 and 30 from midnight to midnight.
- (4) "Headquarters" means, that place in which the principal work is carried out, as defined by the employer.
- (5) "Day Employee" means, an employee who works his ordinary hours from Monday to Friday inclusive and who commences work on such days after 6.00 a.m. and before 12.00 noon.
- (6) "Shift Employee" means, an employee who is not a day employee as defined.
- (7)
  - (a) The ordinary working hours of a person employed at an Activity School shall be 32.5 hours per week.
  - (b) The ordinary working hours of a person employed at a Training Centre shall be 35 hours per week.  
  
Provided that such employees referred to in this subclause shall be excluded from all arrangements made in respect to the introduction of the thirty eight hour week.
- (8) "Union" shall mean the Health Services Union of Western Australia (Union of Workers).

7. - RIGHT OF ENTRY

Consistent with the terms of the Labour Relations Legislation Amendment Act 1997 and S.23(3)(c)(iii) of the Industrial Relations Act upon notifying the employer or the employer's representatives of the Union's intention to exercise the rights conferred by this clause with respect to entering any part of the premises of the employer who is the employer or former employer of a member of the Union, a duly accredited representative of the Union shall:

- (a) have the right to visit and inspect any workplace at any time when work is being carried on, during the ordinary working hours at the establishment, and in connection with that inspection to interview any employee covered by this Award;
  - (b) be permitted to interview an employee during the recognised meal interval on the business premises of the employer; and
- (2) In exercising these rights such representative shall not unduly interfere with the performance of the employee's work duties and shall comply with all reasonable health, safety and security requirements of the employer.
  - (3) The question as to whether a proposed inspection is likely to unduly interfere with the work in progress or with health, safety or security requirements shall be determined by the employer in the first instance.

#### 8. - INSPECTION OF SALARY RECORD

- (1) A record or records shall be kept in the premises occupied by the employer wherein shall be entered:-
  - (a) The name of each employee.
  - (b) The age of each employee under the age of 21 years.
  - (c) The nature of the work performed by each employee.
  - (d) The classification of each employee.
  - (e) The daily hours including overtime, if any, of each employee.
  - (f) The fortnightly salary paid including overtime, if any, to each employee.
- (2) The employer shall provide each month to the Association an updated establishment list showing employees names, classifications, title, status and salary rate for all workers covered by this award provided that the employer and the Association may by agreement in writing enter into an alternative agreement for the provision of relevant employee information.
- (3) Such records shall be kept open to inspection by the duly accredited representative of the union during the usual business hours.

"Provided that before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer.

#### 9. - CONTRACT OF SERVICE

- (1) During the first six months of employment the contract of service shall be by the fortnight and may be terminated by two weeks' notice on either side given in writing on any day or by the payment by the employer, or the forfeiture by the employee, of an amount equal to two weeks' salary provided that, a lesser period of notice may be agreed, in writing, between the employer and the employee concerned.
- (2) (a) On the completion of six months' employment the contract of service shall be by the month unless the employer notifies the employee of an intention to continue the contract of service on a fortnightly basis for a further period of up to six months in which case the provisions of subclause (1) of this clause will apply during that period.

- (b) Where the employer notifies an employee of an intention to continue the contract of service on a fortnightly basis and the employment continues for a period of twelve months the employer shall terminate the contract of service forthwith by one month's notice given in writing or by the payment of an amount equal to one month's salary or, if he fails to do so, the contract of service shall be deemed to be by the month.
- (3) An employee whose contract of service is by the month may terminate the contract of service by one month's notice given in writing on any day or the forfeiture of an amount equal to one month's salary provided that, a lesser period of notice may be agreed, in writing, between the employer and the employee concerned.
- (4) Discipline and or Termination of the Contract of Service
  - (a) The employer may terminate the contract of service of an employee who is guilty of:-
    - (i) wilful disobedience or disregard of any reasonable lawful order made or given by any person having authority to make or give such an order;
    - (ii) being negligent or careless in the discharge of the employee's duties;
    - (iii) being inefficient or incompetent in the discharge of the employee's duties;
    - (iv) using intoxicating beverages or substances to excess;
    - (v) disgraceful or improper conduct including conduct which is seriously or repeatedly disruptive to the efficient operation of the employer's business; or
    - (vi) any other conduct which is of such a serious and wilful nature that it amounts to either a repudiation of the employee's obligations under the contract of service or demonstrates a clear intention to not be bound by it in future.
  - (b) The employee is convicted of any indictable offence;
  - (c) The employer may terminate the contract of service of an employee on the basis of medical evidence that the employee does not have the capacity to continue to carry out the duties of the employee's position and the employer has no suitable alternative position to offer the employee;
  - (d) The position occupied by an employee is no longer considered necessary.
- (5) The foregoing provisions of this clause do not affect the employer's right to dismiss an employee without notice for misconduct and in such a case the salary of the employee shall be paid up to the time of dismissal only but where an employee, whose contract of service is by the month, is dismissed the cause for dismissal shall be of the kind referred to in paragraphs (a) and (b) of subclause (4) of this clause.
- (6)
  - (a) Where the employer considers that a position occupied by an employee is no longer necessary and no other employment is available to that employee the Union shall be notified in writing to that effect.
  - (b) The Union may, within seven days of the date upon which that notification is given, request the employer to review that decision but where an agreement is not reached in discussion between the employer and the Union the contract of service may be terminated in accordance with the provisions of subclause (4) of this clause.
- (7) Where the employer seeks to terminate the services of an employee in accordance with subclauses (4) and (5) of this clause, he shall, upon written request, supply to the employee, a written statement setting out the full details of the incident, circumstance, event or matters upon which the employer based his decision. Each statement shall be supplied within seventy-two hours of receipt of the request.

- (8) The provisions of this clause shall not apply to casual employees.

#### 10. – SALARIES

- (1) The minimum rates of salaries to be paid to employees covered by this award shall be those set out in Schedule A attached to this award. Nothing contained in this award shall be construed so as to preclude the payment by way of an allowance an amount in addition to that prescribed for the classification of a position set out in Schedule B of this award.
- (2) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- (3) Transition

The provisions of this subclause shall apply notwithstanding provisions elsewhere in this award.

- (a) Maintenance of Salary:

Where an employee's maximum salary is reduced as a result of the introduction of this agreement, the following shall apply –

All employees appointed to a classification or level prior to the date of implementation of this clause, will progress through the salary ranges (as adjusted by general salary movements) applicable to that classification or level irrespective of the level determined by this clause.

- (b) Placement of Employees:

- (i) Employees classified A1 prior to the operation of this clause shall maintain their existing salary and incremental date.
- (ii) Employees classified A3, A1A and B1.1 prior to the operation of this clause shall be classified Level 1 under this clause on the following basis.
- (aa) Under 21 years of age - age to age.
- (bb) 21 years of age and older - salary on promotion.

- (c) Service Allowances:

- (i) Employees classified A2.1 prior to the operation of this clause shall be paid an allowance to bring the employee's salary to L3.1 after completion of twelve months' service on the maximum salary applying to such A2.1 position, which allowance shall be increased to bring the employee's salary to L3.2 upon completion of a further twelve months' service.

Provided that and subject to –

- (aa) The employee's efficiency, diligence and good conduct and as to the ability of the employee to perform higher duties.
- (bb) On the promotion of an employee to a higher position any allowance received by that employee under this subclause shall be reduced to bring the employee's salary to the minimum salary of the position to which that employee is promoted, and thereafter, any allowance still received by the employee shall be reduced and converted to salary as and when the employee becomes eligible for annual increments.

- (cc) An allowance under this subclause shall cease should the employee refuse to accept promotion.
- (dd) An employee shall not be eligible to receive an allowance under this subclause unless the employee has completed not less than nine years' continuous service in the Clerical Division as an adult salaried employee.
- (ii) Employees classified A4.2/3 or A4.3 prior to the operation of this clause shall be entitled to progress to the first salary point of Level 3 after five continuous years of service on the maximum of A4.3.

Payment of the allowance shall be subject to the employee's efficiency, diligence and good conduct.

(d) Qualifications Allowance:

- (i) Employees in receipt of a qualifications allowance at the date of operation of this clause or who would, but for the coming into operation of this clause, have become entitled to such allowance, or increase in such allowance, pursuant to the provisions contained in Schedule A Clause 8 of the Hospital Salaried Officers Award No. 39 of 1968, prior to the date of operation of this clause, as a result of studies completed in the 1989 calendar year, shall continue to receive or be granted such allowance, or increase in allowance provided that such allowance shall be reduced or ceased in accordance with the following –

Salary Level	Annual Allowance Diplomates \$	Annual Allowance Graduates and Associates \$
Up to and including Level 4 second increment	200	300
Level 4, 3rd and 4 <sup>th</sup> increments	100	200
Level 5, 1st increment	Nil	100
Level 5, 2nd increment and above	Nil	Nil

- (ii) Employees who are not entitled to a qualifications allowance pursuant to placitum (i) of paragraph (d) of this subclause or who attain a higher qualification subsequently shall not be entitled to receive an allowance or increase the allowance.

(e) Employee Supporting Dependants Allowance:

- (i) Employees previously classified B1.1, B1.2 or B1.3 who were in receipt of an allowance of one increment for wholly or substantially supporting a spouse and/or dependent relative prior to the date of operation of this clause shall continue to receive such allowance of one increment whilst wholly or substantially supporting a spouse and/or dependent relative. Provided that the maximum remuneration inclusive of such allowance shall be the rate of pay at Level 2 fifth increment in respect of an employee who is classified in a classification equivalent to Level 2 or, age 24 or fourth year of adult service in respect of employees classified in a classification equivalent to Level 1.
- (ii) Payment of the employee supporting dependants allowance shall cease should an employee be promoted or reclassified above a classification equivalent to Level 2.
- (iii) This provision shall not apply to any employee who was not in receipt of the employee supporting dependants allowance at the operative date of this clause.

(f) Higher Duties

Where an employee was acting in a position classified higher than his/her substantive position prior to the introduction of this clause and who continued to act in the same position at the operative date of this clause, the employee shall receive higher duties allowance equivalent to the salary that would have been payable to the permanent occupant.

Provided that should the employee cease to act in that higher classified position, any future periods of acting in the same position or their position is classified higher than the employee's substantive classification shall be paid a higher duties allowance in accordance with Clause 12. - Higher Duties, of the Award.

(g) Incremental Dates:

- (i) Where an employee is in receipt of a salary that equates to a salary under this clause and the employee is classified at that level, the employee will remain on that salary and retain his/her current incremental date.
- (ii) An employee in receipt of a salary which does not equate to a salary under this clause shall be placed on the nearest salary point higher at the date of operation of this clause which shall become the employee's new incremental date.

(h) Efficiency and Personal Allowances:

Officers in receipt of efficiency and personal allowances at the date of operation of this clause shall have their allowance included as salary when determining placement under this clause.

#### 11. - PAYMENT OF SALARIES

- (1) Salaries shall be paid fortnightly but, where the usual pay day falls on a holiday prescribed in clause 16 of this award, payment shall be made on the previous day.
- (2) A fortnight's salary shall be computed by dividing the annual salary rate by 313 and multiplying the result by 12.
- (3) The hourly rate shall be calculated by one seventy-fifth of the fortnight's salary.
- (4) Salaries shall be paid by direct funds transfer to the credit of an account nominated by the employee at such bank, building society or credit union approved by the employer. Provided that where such form of payment is impractical or where some exceptional circumstances exist and by agreement between the employer and the union, payment by cheque may be made.
- (5) Annual increments shall be subject to the employee's satisfactory performance over the preceding twelve months which shall be assessed according to an agreed system of performance appraisal.
- (6) Before an annual increment may be deferred the employer shall explain to the employee the area or areas of the employee's work which is not being performed satisfactorily, advise the employee on how to achieve satisfactory performance and where appropriate allow that employee access to the training necessary to facilitate the required standard of performance.
- (7) Where an increment is deferred due to unsatisfactory performance the assessment shall be reviewed no later than three months after the unsatisfactory assessment and if necessary at intervals of not more than three months thereafter.
- (8) Where an increment is deferred due to unsatisfactory performance the date from which the increment is subsequently payable is the date of the review which results in a report of satisfactory performance.

#### 12. - HIGHER DUTIES

- (1) An employee who is directed by the employer or a duly authorised senior officer to relieve in a position which is classified higher than the employee's own and who performs all of the duties and accepts the responsibility of the higher position for five 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 salary and the salary the employee would receive if the employee were permanently appointed to the position in which the employee is so directed to act.
- (2) Where all of the duties of a higher position are not performed, an employee shall be paid such proportion of the allowance provided for in subclause (1) hereof as the duties performed bear to the full duties of the higher position.

Where such a proportionate allowance is to be paid, however, employees shall be advised of the allowance to be paid before commencing the duties of the higher position.

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

### 13. – HOURS

- (1) Subject to the provisions of subclause (2) of this clause, the ordinary working hours, exclusive of meal intervals, shall not exceed thirty-seven and a half in any week nor seven and a half in any day. Such hours shall be worked on five consecutive days in each week.
- (2)
  - (a) An employee shall not be required to work his ordinary hours on afternoon or night shift or on a Saturday or on a Sunday unless the employer and the union agree that the hours may be so worked.
  - (b) If the union and the employer agree, the ordinary hours of work as prescribed in subclause (1) of this clause may be worked on a roster that provides for an average of thirty-seven and a half hours per week over each roster period. Such roster may provide that the hours of work need not be worked on five consecutive days.
  - (c) Failing agreement, the matters referred to in paragraphs (a) or (b) of this subclause may be determined by the Board Of Reference.
- (3) In areas where work outside normal office hours is regularly required in order that an employee or class of employees may perform the normal duties of the position or class of positions, by agreement between the employer, the Association, and a majority of the employees directly concerned, ordinary hours may be worked in any arrangement provided the hours worked do not exceed an average of thirty seven and one half hours per week over an agreed period.
- (4) Any agreement made pursuant to subclause (3) of this clause shall be subject to ratification by the Commission.
- (5) Each meal interval shall not be less than one-half hour nor more than one hour in duration.
- (6) The spread of shift which shall mean the period of time between an employee commencing and finishing his ordinary day's work shall not exceed nine and one-half hours.

### 14. – OVERTIME

- (1) Subject to the provisions of subclause (3) of this clause and, except as provided in subclause (2) of this clause, all time worked at the direction of the employer outside an employee's ordinary working hours shall be paid for at the rate of time and a half for the first three hours and double time thereafter.
- (2)
  - (a) Subject to the provisions of subclause (3) of this clause all time worked at the direction of the employer outside an employee's ordinary working hours on any day between midnight and 6.00 a.m. or on a Saturday after 12.00 noon or on a Sunday shall be paid for at the rate of double time.

- (b) Subject to the provisions of subclause (3) of this clause all time worked at the direction of the employer outside an employee's normal hours of labour or ordinary hours in the case of a shift employee on a public holiday observed in accordance with clause 16 hereof shall be paid at the rate of double time and a half of the ordinary time rate.
- (3) Subclauses (1) and (2) of this clause shall not apply in respect of any day on which the time worked, in addition to the ordinary hours, is less than 30 minutes.
- (4) In lieu of payment for overtime an employee, on request, may be allowed time off proportionate to the payment to which he is entitled but if he so requests in writing he shall be allowed such time off up to a maximum of five days in each year of service. Time off shall be taken at a time convenient to the employer.
- (5) Notwithstanding anything contained elsewhere in this clause an employee, whose salary exceeds that determined from time to time as the maximum payable to an employee in Class 8 in Table A2 of Part A - Salaries - Clerical and Administrative Division of Schedule A attached to this award, shall :-
  - (a) be entitled to the benefit of the provisions of this clause if he is rostered to work regular overtime or is instructed by the employer to hold himself on-call in accordance with the provisions of subclause (10) of this clause,
  - (b) in all other cases, but subject to the provisions of subclause (3) of this clause, be allowed time off equivalent to the overtime worked. Such time off shall be taken at a time convenient to the employer.
- (6) Payment for overtime shall be computed on the rate applicable to the day on which the overtime is worked which shall include any loading for afternoon or night shift, provided that with the exception of overtime worked on public holidays the maximum rate payable under this award shall not exceed double the ordinary time rate.
- (7) For the purpose of assessing overtime each day shall stand alone.
- (8) An employee required to work overtime beyond 2.00 p.m., or beyond 7.00 p.m. on any day shall be allowed an unpaid break of at least 30 minutes between 12.00 noon and 2.00 p.m. or between 5.00 p.m. and 7.00 p.m. as the case may be.
- (9)
  - (a) Subject to the provisions of paragraph (b) of this subclause an employee, other than one accommodated at the employer's establishment who is recalled to work for any purpose shall be paid a minimum of two hours at the appropriate overtime rate but he shall not be obliged to work for two hours if the work for which he was recalled is completed in less time, provided that if an employee is called out within two hours of starting work on a previous call he shall not be entitled to any further payment for the time worked within that period of two hours.
  - (b) Where an employee, other than one accommodated at the employer's establishment, is recalled to work for any purpose, within two hours of commencing normal duty, he shall be paid at the appropriate overtime rate for that period up until the commencement time of normal duty, but the employee shall not be obliged to work for the full period if the work for which he was recalled is completed in less time.
  - (c) Where an employee is recalled to duty in accordance with paragraphs (a) or (b) of subclause (9) in this clause, then the payment of the appropriate overtime rate shall commence from:
    - (i) In the case of an employee who is on-call, from the time the employee starts work;
    - (ii) In the case of an employee who is not on-call, time spent 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 purpose of overtime payment.

Provided that where an employee is recalled within two hours of commencing normal duty, only time spent in travelling to work shall be included with actual duty for the purpose of overtime payment.

- (d) An employee other than one accommodated at the employer's establishment shall, if recalled to work:
- (i) Except as provided in placitum (ii) of this paragraph, be provided free of charge with transport from his home to the employer's establishment and return or, be paid the vehicle allowance provided in Clause 21 of this award.
  - (ii) If recalled to work within two hours of commencing normal duty and the worker remains at work, he shall be provided free of charge with transport from his home to the employer's establishment or, be paid the vehicle allowance provided in Clause 21 of this award for the journey from the worker's home to the employer's establishment.
- (10) (a) (i) For the purposes of this award an employee is on-call when he is directed by the employer to remain at such a place as will enable the employer to readily contact him during the hours when he is 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 the place of work.
- (ii) An employee shall be paid the same hourly allowance as that prescribed in the Nurses (Public Hospitals) Award No. 6 of 1968, from time to time. Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this clause when the employee is recalled to work.
- (iii) Where the employer determines that there is a need for an employee to be on-call or to provide a consultative service and the means of contact is to be by telephone or telepage, the employer shall where the telephone is not already installed bear the cost of such installation.
- (iv) (aa) Where 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 an employee is required to be on call, the employer shall pay the employee 1/52nd of the annual rental paid by the worker.
- (bb) An employee shall be paid an allowance of 18.75% of the hourly rate of an employee classified Level 3.1 for each hour or part thereof that the employee is on call.
- Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this clause when the employee is recalled to work.
- (v) Where the employer determines that the means of contact is to be by a telepage or similar device the employer shall supply such device to the employee at no cost to the employee.
- (vi) Where the employer determines otherwise or it is not possible to contact an employee by telephone or telepage, the employer may send a taxi to the employee's residence or such other place with instructions for the employee to return to work.
- (vii) Notwithstanding the foregoing provisions of this subclause, where the employer and the Union, in writing agree, other arrangements may be made for compensation of on-call work.

- (11) Notwithstanding the foregoing provisions of this clause, where the employer, the Association and the majority of employees directly concerned agree, other arrangements may be made for compensation in lieu of payment.
- (12) Any agreement made pursuant to subclause (11) of the Clause shall be subject to ratification by the Commission.

#### 15. - MEAL MONEY

An employee required to work overtime before or after the employees ordinary working hours on any day, shall, when such additional duty necessitates taking a meal away from the employees usual place of residence, be supplied by the employer with any meal required or be reimbursed for each meal purchased at the rate of \$8.25 for breakfast, \$10.15 for the midday meal, and \$12.20 for the evening meal. Provided that the overtime worked before or after the meal break totals not less than two hours. Such reimbursement shall be in addition to any payment for overtime to which the employee is entitled.

#### 16. - HOLIDAYS AND ANNUAL LEAVE

- (1)
  - (a) The following days or the days observed in lieu thereof shall, subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day, Boxing Day and any other Public Service holiday prescribed under Section 59 of the Public Service Act, 1979 and Regulation 12 of the Regulations to the Public Service Act. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.
  - (b) Where any of the days mentioned in subclause (1)(a) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday.
- (2)
  - (a) When any of the days observed as a holiday in this clause fall during a period of annual leave the holiday or holidays shall be observed on the next succeeding work day or days as the case may be after completion of that annual leave.
  - (b) When any of the days observed as a holiday as prescribed in this clause fall on a day when a shift employee is rostered off duty and the employee has not been required to work on that day he shall be paid as if the day was an ordinary working day or if the employer agrees be allowed to take a day's holiday in lieu of the holiday at a time mutually acceptable to the employer and the employee.
- (3)
  - (a) Any employee, subject to paragraph (b) of this subclause, who is required to work on the day observed as a holiday as prescribed in this clause in his normal hours of labour or ordinary hours in the case of a shift employee shall be paid for the time worked at the rate of double time and a half or if the employer agrees be paid for the time worked at the rate of time and a half and in addition be allowed to observe the holiday on a day mutually acceptable to the employer and the employee.
  - (b)
    - (i) An employee who is instructed by his employer to hold himself on-call in accordance with the provisions of subclause (10) of clause 14 - Overtime on a day observed as a public holiday during his normal hours of labour on his ordinary hours in the case of a shift employee shall be allowed to observe the holiday on a day mutually acceptable to the employer and the employee.
    - (ii) An employee who is holding himself on-call during the period specified in the preceding paragraph in accordance with subclause (10) of clause 14. - Overtime, shall be paid for any time worked during the period at the rate of time and a half in accordance with the provisions of subclause (9) of Clause 14. - Overtime.

- (c) An employee who is required to work on a public holiday outside of the hours referred to in subclause (3)(a) hereof shall be paid in accordance with subclause (2)(b) of Clause 14. - Overtime.
- (4) Except as hereinafter provided a period of four consecutive weeks' leave shall be allowed to an employee by the employer after each period of twelve months' continuous service.
- (5) The employee shall be paid for any period of annual leave prescribed by this clause at the ordinary rate of salary, and in the case of shift employees that rate of salary shall include the shift and weekend penalties the employee would have received had the employee not proceeded on annual leave. Where it is not possible to calculate the shift and weekend penalties the employee would have received, the employee shall be paid at the rate of the average of such payments made each week over the four weeks prior to taking leave.
- (6) By mutual agreement, an employee may be allowed to take the annual leave prescribed by this clause before the completion of twelve months' continuous service as prescribed by subclause (4) of this clause.
- (7)
  - (a) If after one month's continuous service in any qualifying twelve monthly period an employee leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid one third of a week's pay or in the case of employees provided for in subclause (8) of this clause five-twelfths of a week's pay at his ordinary rate of salary in respect of each completed month of continuous service in that qualifying period.
  - (b) The rate prescribed in subclause (3) hereof shall be paid in lieu of the amounts to which an employee may be entitled pursuant to clause 30. - Shift Work of this award.
  - (c) If the services of an employee terminate and the employee has taken a period of leave in accordance with subclause (6) of this clause and if the period of leave so taken exceeds that which would become due pursuant to paragraph (a) of this subclause the employee shall be liable to pay the amount representing the difference between the amount received by him for the period of leave taken in accordance with subclause (6) of this clause and the amount which would have accrued in accordance with paragraph (a) of this subclause. 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.
- (8) Shift employees who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:-
  - (i) If thirty-five ordinary shifts on such days have been worked - one week.
  - (ii) If less than thirty-five ordinary shifts on such days have been worked the employee shall be entitled to have one additional day's leave for each seven ordinary shifts so worked, provided that the maximum additional leave shall not exceed five working days.
- (9) The annual leave prescribed in subclause (4) of this clause may be mutual agreement be taken in two portions provided that no portion shall be less than two consecutive weeks.
- (10)
  - (a) When an employee, other than a shift employee, proceeds on annual leave, he shall be paid a loading of 171/2% of his ordinary salary for four weeks at the time of taking such leave. If an employee takes annual leave in two or more periods he shall be paid 1/20th of the loading for each day of leave he takes at the time of taking each period of his leave.
  - (b) When a shift employee, other than a shift employee who qualifies for additional annual leave under subclause (8) of this clause, proceeds on annual leave he shall be paid a loading of either 171/2% of his ordinary salary for four weeks or an amount equivalent to the shift and weekend penalties the employee would have received if he had not proceeded on annual leave, whichever amount is the greater. If an employee takes annual leave in two periods he shall be

paid 1/20th of the loading for each day of leave he takes or an amount equivalent to the shift and weekend penalties he would have received if he had not proceeded on annual leave. Payment shall be made at the time of taking each period of his leave.

- (c) When a shift employee who qualifies for additional annual leave under subclause (8) of this clause, proceeds on annual leave he shall be paid a loading of either 20% of his ordinary salary for five weeks or an amount equal to the shift and weekend penalties the employee would have received if he had not proceeded on annual leave, whichever amount is greater.
  - (d) The loadings referred to in this subclause shall be paid at the time the employee takes his leave and where the employee takes annual leave in two periods he shall be paid one twentieth of the loading (or one twenty-fifth of the loading in the case of a shift employee referred to in paragraph (c) hereof) for each day of leave taken or an amount equivalent to the shift and weekend penalties he would have received if he had not proceeded on annual leave.
  - (e) The loading prescribed in this subclause shall not apply to proportionate leave on termination.
  - (f) The loading prescribed in this subclause shall be payable on Retirement, provided the employee is over 55 years of age.
  - (g) The maximum quantum of the loading shall be the same as that prescribed from time to time by Public Service Administrative Instruction 502.
- (11) The provisions of this clause shall not apply to casual employees.
- (12) A full-time employee who, during a qualifying period towards an entitlement of annual leave was employed continuously on both a full-time and part-time basis may elect to take a lesser period of annual leave calculated by converting the part-time service to equivalent full-time service.

#### 17. - SHORT LEAVE

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 under the provisions of this clause shall not exceed, in the aggregate, three working days in any one calendar year.

#### 18. - SICK LEAVE

- (1) An employee who is incapacitated for duty in consequence of illness or injury shall as soon as possible advise his supervisory officer in sufficient time to enable arrangements to be made for the performance of his duties. Any such employee who fails to do so shall be treated as absent without leave.
- (2) An employee so incapacitated for duty shall notify his supervisory officer in sufficient time of the date on which he will resume duty, to enable any necessary arrangements to be made.
- (3)
  - (a) An application for leave of absence on the grounds of illness exceeding two consecutive working days shall be supported by the certificate of a registered medical practitioner or, where the nature of illness consists of a dental condition and the period of absence does not exceed five consecutive working days by a certificate of a registered dentist.
  - (b) The number of days leave of absence which may be granted without the production of the certificate required by paragraph (a) of this subclause shall not exceed, in the aggregate, five working days in any one calendar year.
- (4) Subject to the provisions of subclause (3) of this clause no leave of absence on the grounds of illness shall be granted with pay without the production of a medical certificate.

An employee who finds that he is unable to resume duty on the expiration of the period shown on the first certificate shall thereupon furnish a further certificate and shall continue to do so upon the expiration of the period respectively covered by such certificates.

- (5) Where an employee is ill during the period of his annual leave for recreation and produces at the time or as soon as practicable thereafter medical evidence to the satisfaction of the employer that he is or was as a result of his illness confined to his place of residence or a hospital for a period of at least seven days, he may, with the approval of the employer, be granted at a time convenient to the employer additional leave equivalent to the period during which he was so confined.
- (6) Where an employee is ill during the period of his long service leave and produces at the time or as soon as practicable thereafter medical evidence to the satisfaction of the employer that he is or was confined to his place of residence or a hospital for a period of at least fourteen days, he may, with the approval of the employer, be granted at a time convenient to the employer additional leave equivalent to the period during which he was so confined.
- (7) The basis for determining the leave of absence on the grounds of illness that may be granted shall be ascertained by crediting the employee concerned with the following periods, but the leave shall be cumulative:-

Period of Service	Leave On Full Pay Working Days	Leave On Half Pay Working Days
On date of employment of the employee	5	2
On completion by the employee of six months' service	5	3
On completion by the employee of twelve months' service	10	5
On completion of each additional twelve months' service by the employee	10	5

- (8) When an employee is duly absent on account of illness and his entitlement to sick leave on full pay is exhausted, he may, with the approval of the employer, elect to convert any part of his entitlement to sick leave on half pay to sick leave on full pay, but so that his sick leave entitlement on half pay is reduced by two days for each day of sick leave on full pay that he receives by the conversion.
- (9) No leave of absence on account of illness shall be granted with pay, if the illness has been caused by the misconduct of the employee or in any case of absence from duty without sufficient cause.
- (10) An employee who is duly absent on leave without pay is not eligible for absence of leave on account of illness under this clause during the currency of that leave without pay.
- (11) Where, on or after the first day of August, 1972, an employee in the discharge of his/her duties suffers personal injuries by accident that are compensable in accordance with the provisions of the Workers' Compensation and Assistance Act, 1981, and which necessitates the granting of leave of absence under this subclause:
- no charge shall be made against his/her sick leave credits in respect of so much of the period of leave as does not exceed twenty-six weeks and the employee shall receive full pay for any such part of his/her leave of absence; and
  - where the employee is unable to resume duty at the expiration of the period of twenty-six weeks, he/her shall be granted on full pay or half pay as the case requires, such further leave under this subclause as is required but half the period only of such further leave shall be charged against his/her sick leave credits on full pay or half pay, as the case may be.
- (13) A pregnant employee shall not be refused sick leave by reason only that the "illness or injury" encountered by the employee is associated with the pregnancy.
- (14) The provisions of this clause shall not apply to casual employees.

#### 19. - PARENTAL LEAVE

(1) Definitions

For the purpose of this clause:

- (a) "Child" means a child of the employee under the age of one year except for adoption of a child where "child" means a person under the age of five years of age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the spouse of the employee or child who has previously lived continuously with the employee for a period of six months or more.
- (b) "Parental leave" means maternity, paternity or adoption leave taken in accordance with this clause.

(2) Basic entitlement

- (a) Employees who have completed not less than 12 months' continuous service are entitled to 52 weeks unpaid parental leave in relation to the birth or adoption of their child. For females maternity leave may be taken and for males paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- (b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
  - (i) for maternity leave and paternity leave, an unbroken period of one week at the time of the birth of the child;
  - (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- (c) In order to demonstrate to the employer that, subject to paragraph (b), only one parent will be off on Parental leave at a time an employee shall, when applying for parental leave, provide the employer with a statutory declaration stating particulars of any period of parental leave sought or taken by his or her spouse.

(3) Maternity leave

- (a) An employee will provide to the employer at least 10 weeks in advance of the expected date of confinement:
  - (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement; and
  - (ii) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken.
- (b) Subject to paragraph (c) and unless agreed otherwise between employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- (c) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (d) Where the pregnancy of an employee terminates after 27 weeks and the employee has not commenced maternity leave, the employee may take unpaid leave (to be known as special maternity leave) for such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the delivery, an employee shall be entitled to access paid sick leave to which she is entitled, in lieu of, or in addition to, special maternity leave.

- (e) Where leave is granted under paragraph (d) of this subclause, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- (f) 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.
- (g) Where an employee then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered 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 twelve months.

(4) Paternity leave

An employee will provide to the employer, at least 10 weeks prior to each proposed period of paternity leave:

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) written notification of the date on which he proposes to start and finish the period of paternity leave.

(5) Adoption leave

- (a) The employee will notify the employer at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) The employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (c) The employer shall grant an employee who is seeking to adopt a child such unpaid leave as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the employer may require the employee to take such leave in lieu of unpaid leave.
- (d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from the date of notification for the employee's return to work.

(6) Variation of notice period

Notwithstanding the requirement to give at least 10 weeks notice of the date of commencement of parental leave, such notice may be for a greater or lesser period, where it is necessary to vary the date of commencement of parental leave due to a variation in the actual date of arrival of the child. Such variation does not count as a variation for the purposes of subclause (7) of this clause.

(7) Variation of period of parental leave

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

- (8) Parental leave and other entitlements
- (a) An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which the employee has accrued, such as annual leave and long service leave, subject to the total amount of leave not exceeding 52 weeks.
  - (b) The employer may require an employee on parental leave to be paid any accrued time off in lieu of overtime, during such period of leave and prior to the payment of any other leave entitlements in accordance with paragraph (a) of this subclause.
- (9) Transfer to a safe job
- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
  - (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.
- (10) Entitlement to part-time employment
- (a) Where an employee is pregnant, and has a doctors certificate advising that it would be preferable for the employee to work part-time, or where an employee is eligible for parental leave, and the employer agrees, the employee may work part-time, the terms of which are to be agreed in writing, in one or more periods at any time until the child's second birthday or until the second anniversary of the placement of the child.
  - (b) The work to be performed part-time need not be the work performed by the employee in his or her former position.
- (11) Returning to work after a period of parental leave or part-time work
- (a) An employee will notify of their intention to return to work after a period of parental leave or part-time work entered into in accordance with this clause at least four weeks prior to the expiration of the leave or part-time work.
  - (b) An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to subclause (9), the employee will be entitled to return to the position they held immediately before such transfer. An employee who entered into part-time work in accordance with subclause (10) will be entitled to return to his or her former position.
  - (c) When such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- (12) Replacement employees
- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
  - (b) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (13) Notwithstanding any award, agreement or other provision to the contrary:

- (a) absence on parental 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.
- (b) Commencement of part-time employment in accordance with this clause, and return from part time to full-time work under this clause, shall not break the continuity of service or employment.

## 20. - LONG SERVICE LEAVE

- (1) An employee shall be entitled to three months' long service leave on full pay if he has completed:-
  - (a) seven years' continuous service under the terms of this award, or
  - (b) eight and a half years' continuous service, of which not less than eighteen months shall have been served in a capacity which would normally entitle that employee to long service leave on the basis laid down for full time State Government wages employees.
- (2) For each and every subsequent period of seven years' continuous service an employee shall be entitled to an additional three calendar months' long service leave on full pay.
- (3) Upon application by an employee, the employer may approve of the taking by the employee:-
  - (a) of double the period of long service leave entitlement on half pay, in lieu of the period of long service leave entitlement on full pay; or
  - (b) of any portion of his long service leave entitlement on full pay or double such period on half pay.
  - (c) A full-time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full-time 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.
  - (d) Notwithstanding the provisions of paragraph (b) of this subclause an employee who has elected to compact an accrued entitlement to long service leave in accordance with paragraph (c) of this subclause shall only take such leave in one period of full pay.
- (4) Continuous service shall not include the period during which an employee is on long service leave or any period exceeding two weeks an employee is absent on leave without pay, or any service an employee may have before reaching the age of 18 years where such service was performed before the eleventh day of January 1991.
- (5) An employee who resigns or is dismissed shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date on which the employee resigned for the date of the offence for which the employee is dismissed.
- (6) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.
- (7) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding six months.
- (8) A lump sum payment for long service leave accrued in accordance with this clause and for pro rata long service leave shall be made in the following cases –
  - (a) To an employee who resigns at or over the age of fifty five years or whose services terminate on the grounds of ill health, provided that no payment shall be made for pro rata long service leave unless the employee has completed not less than twelve months' continuous service.

- (b) To an employee whose services are terminated by the employer for reasons other than those referred to in paragraphs (a), (b) and (c) of subclause (4) and subclause (5) of clause 8 - Contract of Service but only if the employee has completed at least three years' continuous service at the date of termination.
  - (c) To the widow of an employee and/or such other person as may be approved by the employer in the event of the death of an employee provided that no payment shall be made for pro rata long service leave unless the employee had completed not less than twelve months continuous service prior to the date of his/her death.
  - (d) To an employee not otherwise entitled under this subclause who is unable to continue his contract of service and resigns but only if the employer and the union agree or failing agreement if the Commission so directs. Provided that in no case shall payment be made unless the employee has completed at least three years' continuous service at the date of termination.
- (9) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.
- (10) Long service leave accrued prior to the issue of this award shall remain to the credit of each employee.
- (11) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay from his duties in the employer's service, but does not include –
- (a) any period exceeding two weeks during which the employee is absent on leave without pay;
  - (b) any period during which the employee is taking his long service leave entitlement or any portion thereof;
  - (c) any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave under this clause;
  - (d) any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave under this clause.
- (12) Unless otherwise agreed by the employer; no employee shall, during any period on long service leave, engage in any employment for hire or reward in substitution for the employment from which the employee is on leave, and if an employee breaches this provision the employee shall thereupon forfeit the right to leave hereunder in respect of the unexpired period of leave upon which the employee has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave. Provided that where an employee has regular employment outside that provided by the respondents and continues with such employment while on long service leave the employee shall be deemed to not be in breach of this clause.

#### 21. - MOTOR VEHICLE ALLOWANCE

- (1) Allowance for Employees Required to Supply and Maintain a Vehicle as a Term of Employment:
- (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 and who is not in receipt of an allowance provided by subclause (5) shall be reimbursed monthly in accordance with the appropriate rates set out in subclause (7) 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 (1)(a) will also be subject to the following conditions:-
- (i) For the purposes of subclause (1)(a) an employee shall be reimbursed with the appropriate rates set out in subclause (7) 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 subclause (7).
  - (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 the payment of an allowance under (iii) above 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 the employee's vehicle being stolen, consumed by fire, or suffering a major and unforeseen mechanical breakdown or accident, in which case all entitlement to reimbursement ceases while the employee is unable to provide the motor vehicle or a replacement.
  - (vi) It shall be open to the employer or his representative to elect to waive the requirement that an employee supply and maintain a motor vehicle for use on official business, but three months' written notice of the intention so to do shall be given to the employee concerned.
- (2) Allowance for Employees Relieving Employees Subject to subclause (1):
- (a) An employee not required to supply and maintain a motor vehicle as a term of employment 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 subclause (7) for all journeys travelled on official business and approved by the employer or an authorised employee where the employee is required to use his/her vehicle on official business whilst carrying out the relief duties.
  - (b) For the purposes of subclause (2)(a) an employee shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in subclause (7) for the distance travelled from the employee's residence to place of duty and the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to 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 subclause (7).
  - (d) For the purpose of this subclause the allowance provided in subclause (1)(b)(iii) and (iv) shall not apply.
- (3) Allowance for Other Employees Using Vehicle on Official Business:

- (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 or an authorised employee, voluntarily consents to use the vehicle and who is not in receipt of an allowance provided by subclause (5) shall, for journeys travelled on official business approved by the employer or an authorised employee be reimbursed all expenses incurred in accordance with appropriate rates set out in subclauses (8) and (9).
- (b) For the purpose of subclause (3)(a) 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 subclause (8).

(4) Allowance for Towing Employer's Caravan or Trailer:

In cases where employees are required to tow employer's caravans on official business, the additional rate shall be 6.5 cents per kilometre. When an employer's trailer is towed on official business the additional rate shall be 3.5 cents per kilometre.

(5) Commuted Allowance:

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

(6) Increase of Inadequate Rates:

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

(7) Requirement to Supply and Maintain a Motor Car:

Area Details	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc - & 2600cc	1600cc Under
Kilometres Travelled			
Metropolitan Area:			
First 4000	149.7	126.6	102.2
Over 4000 - 8000	61.7	52.7	44.0
Over 8000 - 16000	32.4	28.1	24.6
Over 16000	34.0	28.8	24.7
South West Land Division			
First 4000	154.3	130.9	106.4
Over 4000 - 8000	64.0	54.8	46.0
Over 8000 - 16000	33.9	29.4	25.8
Over 16000	35.2	29.7	25.5
Area Details	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc - & 2600cc	1600cc Under
Kilometres Travelled			
North of 23.5 South Latitude:			

First 4000	170.9	145.4	118.9
Over 4000 - 8000	70.3	60.2	50.7
Over 8000 - 16000	36.7	31.9	28.0
Over 16000	36.3	30.6	26.3

Rest of State:

First 4000	159.2	134.8	109.2
Over 4000 - 8000	66.0	56.4	47.2
Over 8000 - 16000	34.9	30.2	26.5
Over 16000	35.7	30.1	25.9

(8) Voluntary Use of a Motor Car:

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

(9) Voluntary Use of a Motor Cycle:

Distance travelled during a year on Official Business	Rate per Kilometre (Cents)
All areas of the State	23.9

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

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

"South West Land Division" means the South West Land Division as defined by Section 28 of the Land Act, 1933-1971 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 South West 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 an interviewing employee and such requirement is accepted by the employee either in writing or orally.

(11) The allowances in this clause shall be varied in accordance with any movement in the allowances in the Public Service Motor Vehicle Allowances Consolidation Award 1986, No. 13 of 1976.

22. – TRAVELLING

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

- (2) When a trip necessitates an overnight stay away from his headquarters and he:  
is supplied with accommodation and meals free of charge,  
  
or  
  
attends a course, conference, etc. where the fee paid includes accommodation and meals,  
  
or  
  
travels by rail and is provided with a sleeping berth and meals,  
  
or  
  
is accommodated at the employer's institution, hostel or similar establishment and supplied with meals;  
  
reimbursement shall be in accordance with the rates prescribed in Column A, Items 1, 2 or 3 of clause 26. - Travelling, Transfers and Relieving Duty - Rates of Allowance.
- (3) When a trip necessitates an overnight stay away from his headquarters and he is fully responsible for his own 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 clause 26 - Travelling, Transfers and Relieving Duty - Rates of Allowance.
- (b) where other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items 9, 10 or 11 of clause 26. - Travelling, Transfers and Relieving Duty - Rates of Allowance.
- (4) To calculate reimbursement under subclauses (2) and (3) for a part of a day, the following formulae shall apply:
- (a) If departure from headquarters is:
- | Time of day                          | % of daily rate |
|--------------------------------------|-----------------|
| Before 8:00 am                       | 100             |
| 8:00 am or later but prior to 1:00pm | 90              |
| 1:00 pm or later but prior to 6:00pm | 75              |
| 6:00 pm or later                     | 50              |
- (b) If arrival back at headquarters is:
- | Time of day                           | % of daily rate |
|---------------------------------------|-----------------|
| 8:00 am or later but prior to 1:00pm  | 10              |
| 1:00 pm or later but prior to 6:00pm  | 25              |
| 6:00 pm or later but prior to 11:00pm | 75              |
| 11:00 pm or later                     | 100             |
- (5) When an employee travels to a place outside a radius of fifty kilometres measured from his headquarters, and the trip does not involve an overnight stay away from his headquarters, reimbursement for all meals claimed shall be at the rate set out in Column A, Items 12 or 13 of clause 26. - Travelling, Transfers and Relieving Duty - Rates of Allowance subject to the employee's certification that each meal claimed was actually purchased.

Provided that when an employee departs from his headquarters before 8 a.m. and does not arrive back at his headquarters until after 11 p.m. on the same day he shall be paid at the appropriate rate prescribed in Column A, Items 4 to 8 of clause 26 - Travelling, Transfers and Relieving Duty - Rates of Allowance.

- (6) When it can be shown to the satisfaction of the employer by the production of receipts that reimbursement in accordance with clause 26 - Travelling, Transfers and Relieving Duty - Rates of Allowance does not cover an employee's reasonable expenses for a whole trip he shall be reimbursed the excess expenditure.
- (7) In addition to the rates contained in clause 26 - Travelling, Transfers and Relieving Duty - Rates of Allowance 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 he 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 fourteen days in one month shall not be passed for payment by a certifying officer until the employer has endorsed the account.
- (11) An employee who is relieving at or temporarily transferred to any place within a radius of fifty kilometres measured from the employee's headquarters shall not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires the employees absence from the employee's headquarters over the usual midday meal period shall be paid at the rate prescribed by Item 17 of Clause 26. - Travelling, Transfers and Relieving Duty - Rates of Allowance for each meal necessarily purchased, provided that:
  - (a) such travelling is not a normal feature in the performance of his duties, and
  - (b) such travelling is not within the suburb in which he resides, and
  - (c) the employees total reimbursement under this subclause for any one pay period shall not exceed the amount prescribed by Item 18 of Clause 26. - Travelling, Transfers and Relieving Duty - Rates of Allowance.

### 23. - TRANSFERS

- (1) Except as provided in subclause (3) a married or single employee who is transferred to a new locality in the employer's 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, he shall be paid at the rates prescribed in Column A, Items 4, 5 or 6 of clause 26 - Travelling, Transfers and Relieving Duty - Rates of Allowance for a period of fourteen days after arrival at his new headquarters. Provided that if an employee is required to travel on official business during the said periods, such travelling 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 22 - Travelling to permit an employee to be paid allowances in respect of both travelling and transfer expenses for the same period.
- (2) If a married employee is unable to obtain reasonable accommodation for the transfer of his 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 be paid in accordance with the rates prescribed by Column B, Items 4, 5, 6, 7 or 8 of clause 26 - Travelling, Transfers and Relieving Duty - Rates of Allowance as the case may require, until such time as he has secured reasonable accommodation: Provided that the period of reimbursement under this subclause shall not exceed seventy-seven days without the approval of the employer. A single employee shall not be paid allowances under this subclause.

- (3) 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.

In the event of a dispute, the matter may be referred to the Board of Reference for determination.

- (4) An employee who is transferred to the employer's accommodation shall not be entitled to reimbursement under this clause: Provided that where entry into the employer's accommodation is delayed through circumstances beyond the employers control an employee may, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the employee and the employee's spouse and dependent children under sixteen years of age or other children wholly dependent on the employee, less a deduction for normal living expenses prescribed in Column A, Items 15 and 16 of Clause 26. – Travelling, Transfers and Relieving Duty – Rates of Allowance and provided that if any costs are incurred under subclause (5)(b), they shall be reimbursed.
- (5) (a) Where an employee transfers his employment in accordance with the other provisions of this clause and incurs expenses referred to in paragraph (b) hereof 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.
- (b) The Disturbance Allowance shall include:
- (i) Costs incurred for telephone installation at his 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 employer accommodation and provided further that reimbursement shall not apply to an employee's private residence wherein a telephone was not installed prior to his first transfer in accordance with this provision.
  - (ii) Costs incurred with the connection or reconnection of services to his household including employer accommodation for water, gas or electricity.

#### 24. - TRAVELLING TIME

An employee who, in the course of his duties, is called upon to travel before the usual time for commencing or after the usual time for ceasing duty may, at the discretion of the employer, be granted time off in respect of such time or part of such time spent in travelling.

#### 25. - RELIEVING OR SPECIAL DUTY

- (1) An employee who is required to take up duty away from his usual headquarters on relief duty or to perform special duty, and necessarily resides temporarily away from his usual place of residence shall be reimbursed reasonable expenses in accordance with the provisions of this clause.
- (2) Where the employee –
- is supplied with accommodation and meals free of charge, or
- is accommodated at the employer's institution, hostel or similar establishment and supplied with meals, reimbursement shall be in accordance with the rates prescribed in Column A, Items 1, 2 or 3 of clause 26. - Travelling, Transfers and Relieving Duty - Rates of Allowance.
- (3) Where the employee is fully responsible for his own accommodation, meals and incidental expenses and hotel or motel accommodation is utilised:
- (a) For the first forty-two days after arrival at the new locality reimbursement shall be in accordance with the rates prescribed in Column A, Items 4 to 8 of Clause 26.

- (b) For periods in excess of forty-two days after arrival in the new locality reimbursement shall be in accordance with the rates prescribed in Column B, Items 4 to 8 of Clause 26 for married employees or Column C, Items 4 to 8 of clause 26 for single employees.

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

- (4) Where the employee is fully responsible for his own 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 clause 26. - Travelling, Transfers and Relieving Duty - Rates of Allowance.
- (5) 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 Clause 18. - Sick Leave and the employee continues to incur accommodation, meal and incidental expenses.
- (6) 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 his own motor vehicle he shall be reimbursed for the return journey as follows:
- (a) Where the employee will be required to maintain a motor vehicle for the performance of the relieving or special duties, reimbursement shall be in accordance with the appropriate rate prescribed by clause 21 - Motor Vehicle Allowance of this award.
- (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 clause 21 - 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.
- (7) The rate applicable to a married employee under subclause (3)(b) shall be paid to a single employee if the employer is satisfied that the employee has to maintain a home and support dependants therein, in a locality other than that to which he has been sent. A certificate to this effect must be furnished by a single employee claiming the higher rate.
- (8) 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.

In the event of a dispute, the matter may be referred to the Board of Reference for determination.

- (9) The provisions of clause 22 - Travelling 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 his temporary headquarters the employer may extend the periods specified in subclause (3) by the time spent in travelling.
- (10) An employee who is directed to relieve another employee or to perform special duty away from his usual headquarters and is not required to reside temporarily away from his usual place of residence shall, if he is not in receipt of a higher duties or special allowance for such work, be reimbursed the amount of additional fares paid by him in travelling by public transport to and from his place of temporary duty.

26. - TRAVELLING, TRANSFERS AND RELIEVING DUTY - RATES OF ALLOWANCE

ITEM	PARTICULARS	<u>COLUMN A</u> DAILY RATE	<u>COLUMN B</u> DAILY RATE OFFICERS WITH DEPENDENTS:	<u>COLUMN C</u> DAILY RATE OFFICERS
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RELIEVING ALLOWANCE  
FOR PERIOD IN EXCESS  
OF 42 DAYS (CLAUSE  
25(3)(b) TRANSFER  
ALLOWANCE FOR  
PERIOD IN EXCESS OF  
PRESCRIBED PERIOD  
(CLAUSE 23(2))

WITHOUT  
DEPENDENTS:  
RELIEVING  
ALLOWANCE FOR  
PERIOD IN EXCESS  
OF 42 DAYS  
(CLAUSE 25(3)(b))

ALLOWANCE TO MEET INCIDENTAL EXPENSES

		\$
(1)	WA - South of 26° South Latitude	11.75
(2)	WA - North of 26° South Latitude	15.40
(3)	Interstate	15.40

ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL

	\$	\$	\$	
(4)	WA - Metropolitan Hotel or Motel	210.05	105.00	70.00
(5)	Locality South of 26° South Latitude	168.60	84.30	56.20
(6)	Locality North of 26° South Latitude			
	Broome	284.40	142.20	94.80
	Carnarvon	222.30	111.15	74.10
	Dampier	209.15	104.55	69.70
	Derby	188.40	94.20	62.80
	Exmouth	215.90	107.95	71.95
	Fitzroy Crossing	314.90	157.45	104.95
	Gascoyne Junction	128.90	64.45	42.95
	Halls Creek	265.40	132.70	88.45
	Karratha	364.65	182.30	121.55
	Kununurra	266.80	133.40	88.95
	Marble Bar	179.40	89.70	59.80
	Newman	254.65	127.35	84.90
	Nullagine	189.75	94.90	63.25
	Onslow	207.20	103.60	69.05
	Pannawonica	177.15	88.60	59.05
	Paraburdoo	238.40	119.20	79.45
	Port Hedland	239.70	119.85	79.90
	Roebourne	132.90	66.45	44.30
	Sandfire	160.40	80.20	53.45
	Shark Bay	175.90	87.95	58.65
	Tom Price	219.40	109.70	73.15
	Turkey Creek	175.90	87.95	58.65
	Wickham	323.90	161.95	107.95
	Wyndham	158.90	79.45	52.95
(7)	Interstate - Capital City			
	Sydney	255.65	127.85	85.20
	Melbourne	245.65	122.85	81.90
	Other Capitals	213.15	106.60	71.00
(8)	Interstate - Other than Capital City	168.60	84.30	56.20

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

(9)	WA - South of 26° South Latitude	79.40
(10)	WA - North of 26° South Latitude	97.70
(11)	Interstate	97.70

TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL INVOLVING AN OVERNIGHT STAY WHERE ACCOMMODATION ONLY IS PROVIDED

(12)	WA - South of 26° South Latitude:	
	Breakfast	14.15
	Lunch	14.15
	Dinner	39.40
(13)	WA - North of 26° South Latitude:	
	Breakfast	15.75
	Lunch	27.70
	Dinner	38.90
(14)	Interstate	
	Breakfast	15.75
	Lunch	27.70
	Dinner	38.90

DEDUCTION FOR NORMAL LIVING EXPENSES (CLAUSE 23(4))

(15)	Each Adult	22.75
(16)	Each Child	3.90

MIDDAY MEAL (CLAUSE 21(11))

(17)	Rate per meal	5.50
(18)	Maximum reimbursement per pay period	27.50

The allowances prescribed in this clause shall be varied in accordance with any movement in the equivalent allowances in the Public Service Award, 1992.

27. - REMOVAL ALLOWANCE

- (1) When an employee is transferred in the employer's 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, he 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 employees household furniture effects and appliances up to a maximum volume of 35 cubic metres, provided that a larger volume may be approved buy the employer in special cases.
  - (c) An allowance of \$519.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport 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 \$3,106.00.

- (2) An employee who is transferred solely at his own request or on account of misconduct must bear the whole cost of his 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 his motor vehicle. If authorised by the employer to travel to a new locality in his 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 his new headquarters, reimbursement for the distance necessarily travelled shall be on the basis of the appropriate rate prescribed by clause 21 - Motor Vehicle Allowance of this award.
  - (b) Where the employee will not be required to maintain a motor vehicle for use on official business at his new headquarters, reimbursement for the distance necessarily travelled shall be on the basis of one-half of the appropriate rate prescribed by clause 21 - Motor Vehicle Allowance of this award.
- (4) Where practicable furniture, effects and appliances, shall be removed by State-owned transport. Where it is impracticable to use State-owned transport the employee shall, before removal is undertaken, obtain quotes from at least two carriers which shall be submitted to the employer, who may authorise the acceptance of the more suitable: Provided that the maximum amount prescribed by subclause (1)(b) of this clause is not exceeded without written the approval of the employer having first been obtained.
- (5) The employer may, in lieu of conveyance, authorise payment of an amount not exceeding the maximum prescribed by subclause (1)(b) of this clause to compensate for loss in any case where an employee with prior approval of the employer disposes of his furniture, effects and appliances instead of removing them to his new headquarters: Provided that such payment shall not exceed the sum which would have been paid if such furniture, effects and appliances had been removed by the cheapest method of transport available.
- (6) Where an employee is transferred to the employer's accommodation where furniture is provided and as a consequence is obliged to store furniture, the employee shall be reimbursed the actual cost of such storage up to a maximum allowance of \$964.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage of 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.

Provided that nothing in this subclause shall preclude the employer from reimbursing an employee the actual cost of storage where it exceeds the prescribed maximum allowance, if the employer considers that cost has been necessarily and reasonably incurred in the circumstances of a particular case.
- (7) Newly appointed employees 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. This entitlement shall only be available to employees who have completed their training and who incur costs when moving to their first posting.
- (8) Receipts must be produced for all such sums claimed.

#### 28. - DIRTY WORK

A special allowance, to be determined by the employer shall be paid to an employee when engaged in any dirty work (including moving or sorting old books and documents) which is not part of the regular duty of the employee concerned: Provided that a dispute or disagreement as to the amount of such allowance shall be referred to the Board of Reference.

#### 29. - CONSULTATION AND ENTERPRISE BARGAINING

- (1) The parties to this award are committed to co-operating positively to increase the efficiency, effectiveness and productivity of Activ Foundation and to enhance the career opportunities and job security of employees.
- (2) At each plant or enterprise, the employer, the employees and their relevant union or unions may establish a consultative mechanism and procedures appropriate to the size, structure and needs of that plant or enterprise. Measures raised by the employer, employees or union for consideration consistent with the objectives of subclause (1) herein shall be processed through that consultative mechanism and procedures so long as measures raised and agreements are consistent with State and National Wage fixation guidelines.
- (3) Any agreement to vary the award shall be processed in accordance with the Industrial Relations Act, 1979 and shall be subject to approval by the Western Australian Industrial Relations Commission.
- (4) Nothing in this clause shall operate so as to limit or impinge upon the statutory rights of the employers and the union pursuant to the aforesaid Act.

### 30. - SHIFT WORK

- (1)
  - (a) The loading on the ordinary rates of pay for an afternoon or night shift of seven and one half hours, worked in ordinary hours, shall be the same rate as prescribed from time to time in Clause 5. - Shift Work Allowance, subclause (a) of the Public Service Shift Work Agreement, 1978, No. 24 of 1978.
  - (b) For the purposes of this subclause:-
    - (i) "Day Shift" shall mean a shift which commences after 6.00 a.m. and before 12.00 midday.
    - (ii) "Afternoon Shift" shall mean a shift which commences at or after 12.00 midday and before 6.00 p.m.
    - (iii) "Night Shift" shall mean a shift which commences at or after 6.00 p.m. and before 6.01 a.m.
- (2)
  - (a) Shift work performed during ordinary hours on Saturdays or Sundays shall be paid for at the rate of time and a half and on the days prescribed in subclause (1) of clause 16 - Holidays and Annual Leave it shall be paid in accordance with subclause (3)(a) of clause 16 hereof.
  - (b) The rates prescribed in this subclause shall be in substitution for and not cumulative on the rates prescribed in subclause (1) of this clause.
  - (c) Work performed by an employee in excess of the ordinary hours of his shift, or on a rostered day off, shall be paid for in accordance with clause 14. - Overtime.

### 31. - PROTECTIVE CLOTHING AND UNIFORMS

- (1)
  - (a) The employer may supply and require to be worn such protective clothing as is considered necessary.
  - (b) The employer may supply uniforms and require them to be worn at all times when he considers it necessary.
  - (c) Protective clothing or uniforms supplied under paragraphs (a) or (b) of this subclause shall be laundered free of charge and remain the property of the employer.
- (2) When the employer requires a uniform to be worn, such uniform shall be supplied in accordance with paragraph (b) of subclause (1) of this clause or an allowance shall be paid to each staff member

required to wear a uniform. The amount of such allowance shall be agreed upon between the employer and the Association or, failing agreement, as may be determined by the Board of Reference.

### 32. - DISTRICT ALLOWANCE

#### (1) Definitions

For the purpose of this clause –

- (a) "Dependant" in relation to an employee means –
  - (i) a spouse; or
  - (ii) 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.
- (b) "Partial Dependant" in relation to an employee means –
  - (i) a spouse; or
  - (ii) 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.
- (c) "Spouse" means an employee's spouse including de facto spouse.
- (d) "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) District Allowance

- (a) An employee shall be paid district allowance at the standard rate prescribed in Column II of subclause (7) of this clause for the district in which his headquarters are located. Provided that where the employee's headquarters are situated in a town or place specified in Column III of subclause (7) the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV in the said subclause.
- (b) An employee who has a dependant shall be paid double the district allowance prescribed by paragraph (a) of this subclause for the district, town or place in which the employee's headquarters are located.
- (c) Where an employee has a partial dependant the total district allowance payable to the officer shall be the district allowance prescribed by paragraph (a) of this subclause plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full-time capacity under the Award, Agreement or other provision regulating the employment of the partial dependant.
- (d) When an employee is on approved recreational leave for the period of such leave, be paid the district allowance to which he or she would ordinarily be entitled.
- (e) When an employee is on long service leave or other approved leave with pay (other than recreational leave) the employee shall only be paid district allowance for the period of such

leave if the employee, dependant/s or partial dependant/s remain in the district or as otherwise approved by the employer.

- (f) 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.
- (g) Except as provided in paragraph (f) of this subclause, 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.
- (h) Where an employee whose headquarters are located in a district in respect of which no allowance prescribed in subclause (7) 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, then notwithstanding the employee's entitlement to any such allowance provided by Clause 21. - Travelling, or Clause 24. - Relieving or Special Duty, the employee shall be paid for the whole of such period a district allowance at the appropriate rate prescribed by paragraph (a), (b) or (c) of this subclause, for the district in which the employee spends the greater period of time.
- (i) 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.

(3) Part-Time Employees

An employee who is employed on a part-time basis shall be paid a proportion of the appropriate district allowance payable in accordance with the following formula –

$$\frac{\text{Hours worked per fortnight}}{75} \times \frac{\text{Appropriate District Allowance}}{1}$$

(4) Transition

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

- (a) As from the first pay period commencing on or after 1 July 1989 the difference shall be reduced by 33 1/3 per cent; and
- (b) As from the first pay period commencing on or after 1 January 1990 the difference remaining between the amount paid pursuant to (a) above and that to which the employee is otherwise entitled under this clause shall be reduced by 50 per cent; and
- (c) As from the first pay period commencing on or after 1 July 1990 payment shall be in accordance with the employee's entitlement under this clause.

(5) Boundaries

For the purpose of subclause (7) of this clause, the boundaries of the various districts shall be as described hereunder and as delineated on the following plan.

District –

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

2. That area within a line commencing on the south coast at long. 119 then east along the coast to long. 123; thence north along long. 123 to a point on lat. 30; thence west along lat. 30 to the boundary of No. 1 District.
3. The area within a line commencing on coast at lat. 26; thence along lat. 26 to long. 123; thence south along long. 123 to the boundary of No. 2 District.
4. The area within a line commencing on the coast at lat. 24; thence east to the South Australian border; thence south to the coast; thence along the coast to long. 123; thence north to the intersection of lat. 26; thence west along lat. 26 to the coast.
5. That area of the State situated between the lat. 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.

(6) Adjustment of Rates

The allowances prescribed in this clause shall be varied in accordance with any movement in the equivalent allowances in the Public Service Award 1992.

(7) District Allowances

(a) Officers without dependants (subclause (2)(a))

COLUMN I	COLUMN II	COLUMN III	COLUMN IV
DISTRICT NO.	STANDARD RATE \$ p.a.	EXCEPTIONS TO STANDARD RATE TOWN OR PLACE	\$ p.a
6	3,569	Nil	Nil
5	2,920	Fitzroy Crossing Halls Creek Turner River Camp Nullagine	3,933
		Liveringa (Camballin) Marble Bar Wittenoom	3,655
		Karratha	3,438
		Port Hedland	3,199
4	1,471	Warburton Mission	3,952
		Carnarvon	1,385
3	927	Meekatharra Mount Magnet Wiluna Laverton Leonora Cue	1,471

2	665	Kalgoorlie Boulder	222
		Ravensthorpe Norseman Salmon Gums Marvel Loch Esperance	878
1	Nil	Nil	Nil

(b) Officers with dependants (Subclause (2)(b))

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

### 33. - SALARY PACKAGING

- (1) For the purposes of this award 'salary packaging' shall mean an arrangement whereby the wage or salary benefit arising under a contract of employment is reduced, with another or other benefits to the value of the replaced salary being substituted and due to the employee.
- (2) The employer and an employee bound by this award may enter into a salary packaging arrangement subject to the following:
  - (a) The employer shall take all reasonable steps to ensure that any salary package complies with taxation and other relevant laws;
  - (b) The agreement shall be in writing and the employer is to provide a copy to the employee before the arrangement comes into effect;
  - (c) The agreement shall include details of the employee's classification and salary level applying immediately prior to the salary packaging, coming into effect, and the details of the package;
  - (d) The value of any agreed salary package, viewed objectively, shall not be less than the value of entitlements under this award which otherwise apply;
  - (e) An agreed salary package is not to add to the employer's total employment cost. Accordingly:
    - (i) the employer is entitled to charge the employee a reasonable administration fee to cover the cost incurred by the employer in providing and administering salary packaging but the fee charged is not to lower its total employment cost;
    - (ii) Any additional tax, charges, penalties or costs that may become payable by the employer or employee after an agreement to salary package is entered into as a direct result of providing salary packaging, shall be borne by the employee;
  - (f) Employees may package salary up to the maximum amount that may be packaged without the employer or employee incurring additional tax;
  - (g) Subject to applicable taxation laws and provided there is reasonable cause, the employer or the employee may terminate the salary packaging agreement by the giving of one month's notice, or by agreement between the employer and the employee, by the giving of a lesser period of notice. Reasonable cause shall include circumstances where the provision of salary packaging is no longer or will no longer, be at no cost to the employer;
- (3) An employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

- (4) In the event of a dispute arising concerning the operation of this clause the dispute shall be resolved in accordance with Appendix -Resolution of Disputes Requirements to this Award.
- (5) The provisions of this clause shall not apply to casual employees

#### 34. - CHANNEL OF COMMUNICATION

During the currency of this award no employer shall recognise or negotiate with any organised body other than the Association in regard to the conditions of employment of employees covered by this award.

#### 35. - BOARD OF REFERENCE

There is hereby appointed for the purpose of this award a Board of Reference to be constituted in accordance with section 48 of the Industrial Arbitration Act 1979. The Board of Reference is assigned the function of altering, approving, fixing or determining any matter which under this award may be allowed, approved, fixed or determined by the Board of Reference.

#### 36. - PART-TIME EMPLOYEES

- (1) Notwithstanding anything contained in this award, an employee may be regularly employed to work less hours per week than are prescribed in clause 13. - Hours and such hours may be worked in less than five days per week.
- (2) When an employee is employed under the provisions of this clause, he shall be paid at a rate pro-rata to the rate prescribed for the class of work on which he is engaged in the proportion to which his weekly hours bear to the weekly hours of an employee engaged full-time in that class of work.
- (3) When an employee is engaged under the provisions of this clause, he shall be entitled to the same leave, penalties and other conditions as prescribed in the award for full-time employees, with payment being in the proportion to which his weekly hours bear to the weekly hours of an employee engaged full-time in that class of work.

#### 37. - CASUAL EMPLOYEES

- (1) "Casual Employee" shall mean an employee engaged by the hour for a period of less than four consecutive weeks in any period of engagement.
- (2) A casual employee shall be paid one-seventy-fifth of the ordinary fortnightly rate of salary prescribed by this award for the classification in which the casual employee is employed for each hour so employed, with the addition of twenty per centum.

#### 38. - DELETED

#### 39. - PRESENT PRACTICE

The present practice with respect to the supply of motor vehicles and the part payment of telephone rentals shall continue, provided that the employer may after discussion with the union change that practice upon giving reasonable notice to the persons concerned. Provided further that in the event of a dispute between the employer and the union over a proposed change no action to effect the change shall be made until the dispute is settled pursuant to the provisions of the Industrial Arbitration Act, 1979.

#### 40. - DELETED

41. - DELETED

42. - LEAVE TO ATTEND UNION BUSINESS

- (1) (a) The Employer shall grant paid leave during ordinary working hours to an employee:
  - (i) who is required to give evidence before any Industrial Tribunal;
  - (ii) who as a Union nominated representative of the employees is required to attend negotiations and/or conferences between the Union and employer;
  - (iii) when prior agreement between the Union and employer has been reached for the employee to attend official Union meetings preliminary to negotiations or industrial hearings;
  - (iv) who as a Union nominated representative of the employees is required to attend joint Union/Management consultative Committees or working parties.
- (b) The granting of leave pursuant to paragraph (a) of this subclause shall only be approved:
  - (i) where an application for leave has been submitted by an employee a reasonable time in advance;
  - (ii) for the minimum period necessary to enable the Union business to be conducted or evidence to be given;
  - (iii) for those employees whose attendance is essential;
  - (iv) when the operation of the organisation is not being unduly affected and the convenience of the employer impaired.
- (2) (a) Leave of absence will be granted at the ordinary rate of pay.
- (b) The employer shall not be liable for any expenses associated with an employee attending to Union business.
- (c) Leave of absence granted under this Clause shall include any necessary travelling time in normal working hours.
- (3) (a) Nothing in this Clause shall diminish the existing arrangements relating to the granting of paid leave for Union business.
- (b) An employee shall not be entitled to paid leave to attend Union business other than as prescribed by this Clause.
- (c) The provisions of this Clause shall not apply to special arrangements made between the parties which provide for unpaid leave for employees to conduct Union business.
- (4) The provisions of this Clause shall not apply when an employee is absent from work without the approval of the employer.

43. - TRADE UNION TRAINING LEAVE

- (1) Subject to the provisions of this Clause:-
  - (a) The employer shall grant paid leave of absence to employees who are nominated by their Union to attend short courses conducted by the Australian Trade Union Training Authority.

- (b) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.
- (2) An employee shall be granted up to a maximum of five days paid leave per calendar year for Trade Union Training or similar Courses or Seminars as approved. However, leave of absence in excess of five days and up to ten days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten days.
- (3) (a) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowance, 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.
- (4) Subject to subclause (3) 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.
- (5) The granting of leave pursuant to the provisions of subclause (1) of this Clause is subject to the operation of the organisation not being unduly affected and to the convenience of the employer.
- (6) (a) Any application by an employee shall be submitted to the employer for approval at least four weeks before the commencement of the course, provided that the employer may agree to a lesser period of notice.
- (b) All applications for leave shall be accompanied by a Statement from the relevant 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.
- (7) A qualifying period of 12 months in employment shall be served before an employee is eligible to attend Courses or Seminars of more than one-half day duration. An employer may, where special circumstances exist, approve an application to attend a Course or Seminar where an employee has less than 12 months' service.
- (8) (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.

#### 44. - INTRODUCTION OF CHANGE

- (1) (a) Where the employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Association.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein 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) hereof, 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) hereof.
- (c) For the purposes of such discussion, the 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 the employer shall not be required to disclose confidential information the disclosure of which, would be inimical to its interests.

#### 45. - FLEXIBILITY AGREEMENT

- (1)
  - (a) Employers and employees covered by this award, may reach agreement to apply to vary any provision of this award to meet the requirements of the employers business and the aspirations of the employees concerned.
  - (b) Such agreements shall be subject to the procedures contained in subclause (2) of this clause.
- (2)
  - (a) The employer shall advise the Union of their intention to commence discussions with employees to develop an Agreement.
  - (b) The proposed variations shall be committed to writing, and shall be the subject of negotiation between the persons directly concerned with their effect. The particular consultative mechanism and procedures shall be appropriate to the size, structure, and needs of the enterprise or workplace.
  - (c) Nothing in this clause shall prevent the employees from seeking advice from, or representation by, the union during such negotiations, nor prevent the union from being party to the consultative processes.
  - (d) Any agreement reached out of this negotiation process shall be committed to writing and copies shall be made available to all employees at the enterprise or workplace. If the union has not been involved in the negotiations, a copy shall be sent to the Secretary of the Union.
  - (e) Where the agreement represents the consent of the employer and the majority of the employees concerned, the union shall not unreasonably oppose the terms of that agreement.
  - (f) The Agreement must meet the following requirements:
    - (i) That the majority of employees covered by the Agreement genuinely agree to it.
    - (ii) The terms and conditions of any agreement developed in accordance with this clause shall be, in aggregate, no less favourable to the employees than those prescribed by the Award.
    - (iii) The Commission's safety net standards are not diminished.
- (3) Any agreement to vary the award shall be processed in accordance with section 40 of the Industrial Relations Act 1979 and shall be subject to approval by the Western Australian Industrial Relations Commission. If approved it shall operate as a schedule to the award and take precedence over any inconsistency.
- (4) Provided that nothing in this clause shall be taken as limiting the rights of any of the parties to apply to give effect to an enterprise agreement under any other provision of the Industrial Relations Act 1979.

#### APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

- (1) 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).
- (2) Any dispute or grievance procedure in this award/industrial agreement shall also apply to any questions, disputes or difficulties which may arise under it.
- (3) With effect from 22 November 1997 the dispute or grievance procedures in this award/industrial agreement is hereby varied to include the requirement that persons involved in the question, dispute or difficulty will confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

SCHEDULE A - NAMED UNION PARTY

Health Services Union of Western Australia (Union of Workers) is a named party to this Award

SCHEDULE B - MINIMUM SALARIES

(1) Subject to the provision of Clause 10. Salaries and to the provisions of this schedule the minimum annual salaries for employees bound by the award are set out hereinafter.

(2) Minimum Salaries

LEVELS	CURRENT	ASNA	NEW
Level 1 Under 17 Years Of Age	11363	3886	15249
17 Years Of Age	13270	4538	17808
18 Years Of Age	15490	5297	20787
19 Years Of Age	17929	6131	24060
20 Years Of Age	20135	6885	27020
21 Years Of Age 1 <sup>st</sup> Year Of Service	22117	7563	29680
22 Years Of Age 2 <sup>nd</sup> Year Of Service	22771	7563	30334
23 Years Of Age 3 <sup>rd</sup> Year Of Service	23421	7563	30984
24 Years Of Age 4 <sup>th</sup> Year Of Service	24069	7668	31737
Level 2	24720	7668	32388
	25371	7668	33039
	26120	7564	33684
	26638	7564	34202
	27403	7564	34967
Level 3	28307	7564	35871
	29010	7564	36574
	29749	7564	37313
	30928	7564	38492
Level 4	31545	7564	39109
	32470	7564	40034
	33421	7564	40985
	34772	7459	42231
Level 5	35476	7459	42935
	36443	7459	43902
	37438	7355	44793
	38462	7355	45817
Level 6	40434	7355	47789
	41898	7355	49253
	43978	7355	51333
Level 7	45091	7355	52446
	46501	7355	53856
	47962	7355	55317
Level 8	50097	7355	57452
	51847	7355	59202
Level 9	54495	7355	61850
	56337	7355	63692
Level 10	58354	7355	65709
	61598	7355	68953
Level 11	64189	7355	71544
	66824	7355	74179

Level 12	70437	7355	77792
	72878	7355	80233
	75662	7355	83017

An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.

Where State Wage Case decisions of the Western Australian Industrial Relations Commission result in an expressed money adjustment to adult (21 years and over) salaries under this clause, the rates for Level 1 employees under 21 years shall be calculated using the following formula:

Current junior rate Current Level 1 (21 years, 1<sup>st</sup> year of service) rate x ASNA rate for Level 1 (21 years, 1<sup>st</sup> year of service) = Junior ASNA rate.

The junior ASNA rate is added to the Current Junior Rate to obtain the applicable New Junior rate.

(3) Salaries Specified Callings and Other Professionals

- (a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Librarian, Program Development, or any other professional calling as agreed between the union and employers, shall be entitled to Annual Salaries as follows:

LEVELS	CURRENT	ASNA	NEW
LEVEL 3/5	28307	7564	35871
	29749	7564	37313
	31545	7564	39109
	33421	7564	40985
	36443	7459	43902
	38462	7355	45817
LEVEL 6	40434	7355	47789
	41898	7355	49253
	43978	7355	51333
LEVEL 7	45091	7355	52446
	46501	7355	53856
	47962	7355	55317
LEVEL 8	50097	7355	57452
	51847	7355	59202
LEVEL 9	54495	7355	61850
	56337	7355	63692
LEVEL 10	58354	7355	65709
	61598	7355	68953
LEVEL 11	64189	7355	71544
	66824	7355	74179
LEVEL 12	70437	7355	77792
	72878	7355	80233
	75662	7355	83017

- (b) Subject to subclause (d) of this clause, on appointment or promotion to the Level 3/5 under this clause

- (i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment.
- (ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment.
- (iii) Employees, who have completed an approved Masters or PHD degree relevant to their calling, shall commence on the third year increment.

Provided that employees who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

- (c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this clause and shall maintain a manual setting out such qualifications.
  - (d) The employer in allocating levels pursuant to clause (3) of this schedule may determine a commencing salary above level 3/5 for a particular calling/s.
- (4) 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.

SCHEDULE C

CLASSIFICATION AND GRADING OF WORKERS

Title	Table	Classification
Deputy Executive Director	A2	10
Superintendent of Residential Services	A2	7
Superintendent of Workshops	A2	7
Accountant	A2	7
Co-Ordinator (Support Services)	A2	4
Recreation Officer	A2	4
Internal Auditor	A2	4
Planning Officer	A2	4
Administration Officer	A2	
Administrative Assistant	A2	
Assistant Accountant	A2	3
Data Processing Officer	A2	3
Payroll Clerk	A2	3
Personnel Officer	A2	2/3
Research Officer	A2	2/3
Administrative Clerk	A2	2
Senior Clerk	A2	2
Voluntary Staff Co-Ordinator	A2	2
Assistant Co-Ordinator (Support Services)	A2	
Public Relations Officer	A2	
Senior Clerk	A2	1
Clerk	A2	1
Secretary	A4	1/3 Minimum
Typist	A4	1
Clerk	A1	
Computer Operator	A4	1
Receptionist/Typist	A3	
Clerk	A3	
Typist	A3	
Receptionist	A3	
Clerical Assistant	A1A	
Regional Administrator	B2	5
Transport Manager	B2	4/5
Manager, Activ Industries	B2	8/9
Manager (Addwest - Bunbury, Collier, Embleton, Fremantle, Hawkevale, Osborne Park)	B2	7
Residential Manager (Albany, Busselton, Clem Booth, Gelorup, Hawkevale, Karingal)	B2	6/7 Inter
Manager (Addwest - Albany, Esperance, Geraldton, Hawkevale Nursery, Kalgoorlie, Rockingham)	B2	6
Commercial Manager, Activ Industries	B2	6
Assistant Manager (Addwest - Bunbury, Collier, Embleton, Fremantle, Hawkevale, Osborne Park)	B2	5/6 Minimum
Residential Manager (Bunbury, Iris Litis Kellerberrin, Pelican Pre-School, Traylen Road)	B2	5/6 Minimum
Training Centre Supervisor	B2	2

Assistant Recreation Officer	B2	
Supervisor, Activity Schools (Churchlands, Inglewood, Minbalup Fremantle)	B2	2
Supervisor, Activity Schools (Bunbury, Northam, Pinjarra)	B2	1

SCHEDULE D

CLASSIFICATION CONVERSION TABLE

LEVEL	CLASSIFICATION
L1	A1A, A3
L1/2	B1.1
L2	A1, A4.1-3, A2.1
L3	A4.4, 5 and 6, A2.2 and 3
L4	A2.4 and 5
L5	A2.6 and 7
L3/5	B7.2 and 3
L6	A2.8 and 9, B1.4 and 5
L7	A2.10 and 11
L7/8	B1.6
L8	AA.1 and 2
A1	AA.3
A2	AA.4
A3	AA.5
A4	AA.6
A5	AA.7
A6	AA.8
A7	AA.9
A8	AA.10
A9	AA.11

SCHEDULE E

RESPONDENT

Slow Learning Children's Group of Western Australia (Incorporated)

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.

Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.

DATED at Perth this 4 th Day of May, 1981.

VARIATION RECORD

ACTIV FOUNDATION (SALARIED OFFICERS) AWARD

NO 13 OF 1977

Delivered 04/05/81 at 61 WAIG 647

S93(6) Consolidation 05/05/83 at 63 WAIG 940

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
	Cl	2079/89	11/12/89	70 WAIG 150
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A. Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl & Title	757/98	12/06/98	78 WAIG 2579

(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
Cl.	1235/98	27/07/98	78 WAIG 3311
Min. Wage Rate & text.	609/99	01/08/99	79 WAIG 1847
Cl	654/00	01/08/00	80 WAIG 3379
Cl	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 1936
(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 & 2109
Cl.	957/05	07/07/06	86 WAIG 1631 & 1665

2. Arrangement

Cl	944/81	25/08/82	62 WAIG 2276
21, add "s" to title	378/85	01/03/85	65 WAIG 1765
Ins 4243, & 44	1097/85	25/03/86	66 WAIG 729
Ins 45	985/86	13/04/87	67 WAIG 896
Cl.	997/87	18/08/88	68 WAIG 2148
Schedules A & B, ins. C.	2079/89	11/12/89	70 WAIG 150
Cl	986/90	06/05/91	71 WAIG 1218

Del. 2A.; Cl. 29 title	835/91	13/12/91	72 WAIG 1326
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Cl.	800/93	10/06/93	73 WAIG 1929
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
Ins. 45	1203/95	1/10/95	76 WAIG 1139
Correcting Order	1203/95	30/10/95	76 WAIG 1205
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix - Resolution.	693/96	16/07/96	76 WAIG 2768
Ins. Appendix - S.49B.	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
Ins. 1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
41 Title	2053(2)/97	22/11/97	77 WAIG 3171
1A	757/98	12/06/98	78 WAIG 2579
Del. 1A.	609/99	06/07/99	79 WAIG 1847
Cl.	289/00	25/10/00	80 WAIG 4994

(2A. State Wage Principles - September 1989)

Ins.Cl.	986/90((R2)	06/05/91	71 WAIG 1218
Del. Cl.	835/91	13/12/91	72 WAIG 1326

3. Scope

text	2079/89	11/12/89	70 WAIG 150
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#### 4. Area

#### 5. Term

#### 6. Definitions

(7)	211/87	20/08/87	unpublished
Ins (8)	325/04	10/05/04	84 WAIG 1362

#### 7. Right of Entry

Cl.	986/90((R2)	06/05/91	71 WAIG 1218
Ins. Text	2053(1)/97	22/11/97	77 WAIG 3138

#### 8. Inspection of Salary Record

Cl.	986/90((R2)	06/05/91	71 WAIG 1218
Ins text.	491/98	16/04/98	78 WAIG 1471

#### 9. Contract of Service

(4)	986/90((R2)	06/05/91	71 WAIG 1218
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#### 10. Salaries

Cl	829/86	01/07/86	66 WAIG 1955
Cl	346/81	12/06/81	61 WAIG 1125
Ins (3)	1244/88	23/09/88	68 WAIG 2771

CI	2079/89	11/12/89	70 WAIG 150
Ins. (2); renum (2)to(3); &			
Del. (3)	835/91	13/12/91	72 WAIG 1326

#### 11. Payment of Salaries

Ins (4)(5)	997/87	18/08/88	68 WAIG 2148
Ins (6),(7)&(8)	986/90((R2)	06/05/91	71 WAIG 1218

#### 12. Higher Duties

(7) & (8)	731/81	21/08/81	62 WAIG 1749
Ins (9)	997/87	18/08/88	68 WAIG 2148
Cl.	986/90((R2)	06/05/91	71 WAIG 1218

#### 13. Hours

Ins. (3)&(4); re-numb. exist.			
(3)&(4) as (5)&(6)	986/90((R2)	06/05/91	71 WAIG 1218

#### 14. Overtime

(10)(a)(ii)	951/81	25/06/82	62 WAIG 2276
(9)	511/83	21/05/84	64 WAIG 937
(10)(b); (11); Ins. (12)	986/90((R2)	06/05/91	71 WAIG 1218

#### 15. Meal Money

CI	789/83	10/01/84	63 WAIG 2446
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Cl	726/85	16/08/85	65 WAIG 2292
Amounts only	P 48/88	04/07/88	68 WAIG 2441
Cl.	1406/00	10/10/00	80 WAIG 5162
Cl.	1102/02	04/11/02	82 WAIG 2918
Cl.	193/04	06/04/04	84 WAIG 841
Cl.	1508/04	10/01/05	85 WAIG 686
Cl.	832/05	07/12/05	85 WAIG 3972

#### 16. Holidays and Annual Leave

(1), (7)(b) (Text)

(12)(e), Ins.(f), ren.(f) to (g) 997/87 18/08/88 68 WAIG 2148

Del (10),(11);Ren(12),(13)to 986/90((R2) 06/05/91 71 WAIG 1218  
(10)(11);Ins new (12)

#### 17. Short Leave

#### 18. Sick Leave

(11) 986/90((R2) 06/05/91 71 WAIG 1218

#### (19. Maternity Leave)

Cl 986/90((R2) 06/05/91 71 WAIG 1218

Cl 289/00 25/10/00 80 WAIG 4994

#### 19. Parental Leave

Cl. 289/00 25/10/00 80 WAIG 4994

## 20. Long Service Leave

Text	536/84	01/07/84	64 WAIG 1587
(7)	997/87	18/08/88	68 WAIG 2148
Ins. (3)(c), (d); (5);Del.(8)(b) & (e) ren..(8)(c)(d)(f) as(b)(c) (d); (11)(d)	2079/89	11/12/89	70 WAIG 150
(4),(8)(c),(11)(c);Ins(12)	986/90((R2)	06/05/91	71 WAIG 1218
(8)(c)	835/91	13/12/91	72 WAIG 1326

## (21. Motor Vehicle Allowance)

(6)	64/82	01/11/81	62 WAIG 422
(6)	860/82	01/09/82	63 WAIG 1306
(6)	341/83	01/05/83	63 WAIG 1617
(6)	599/83	01/10/83	63 WAIG 2446
Ins (8)	152/84	01/01/84	64 WAIG 1587
Cl Title	378/85	01/03/85	65 WAIG 1765

## 21. Motor Vehicle Allowances

Cl.	909/87	01/07/87	67 WAIG 1808
(7)(8) & (9)	835/91	13/12/91	72 WAIG 1326
(4)	1406/00	10/10/00	80 WAIG 5162
(4), (7), (8) & (9)	193/04	06/04/04	84 WAIG 841

## 22. Travelling

(9)	44/83	31/03/83	63 WAIG 1951
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## 23. Transfers

(4); Ins (5)	44/83	31/03/83	63 WAIG 1951
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#### 24. Travelling Time

#### 25. Relieving or Special Duty

(3); Ins.(5); re-numb. exist.(5 to 8)

as (6 to 9); re-numb.exist.

(9)as(10) & del.proviso.	44/83	31/03/83	63 WAIG 1951
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#### 26. Travelling, Transfers and Relieving Duty - Rates of Allowance

Cl	476/83	01/07/83	63 WAIG 1592
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Cl	234/83	01/01/83	63 WAIG 1470
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Cl	715/82	01/07/82	63 WAIG 1301
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Cl	209/82	01/01/82	62 WAIG 2020
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Cl	624/81	01/07/81	61 WAIG 1580
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Cl	152/84	01/01/84	64 WAIG 1587
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(Edit note: X- reference P.S. Miscellaneous Allowances Award 1982, No. 14/82 amended.)	P15/89	01/03/89	69 WAIG 2049
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(Edit note: X- reference P.S. Miscellaneous Allowances Award 1982, No. 14/82 amended.)	P71/89	01/09/89	70 WAIG 756
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Cl.	440/99	08/10/99	79 WAIG 3025
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Cl.	1406/00	10/10/00	80 WAIG 5162
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Cl.	813/02	17/07/02	82 WAIG 2133
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Cl.	193/04	06/04/04	84 WAIG 841
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Cl.	72/05	01/03/05	85 WAIG 894
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Cl	963/05	24/01/06	86 WAIG 284
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27. Removal Allowance

Ins (7); ren.exist (7) to (8)	44/83	31/03/83	63 WAIG 1951
(6)	1121/84	23/01/84	65 WAIG 185
Cl.	1406/00	10/10/00	80 WAIG 5162
Cl.	1102/02	04/11/02	82 WAIG 2918
(1) & (6)	193/04	06/04/04	84 WAIG 841
(1), (6)	1508/04	10/01/05	85 WAIG 686

28. Dirty Work

(29. Allowance for Receiving and Paying Cash)

Cl	452/85	06/04/85	65 WAIG 1765
Deleted by	997/87	18/08/88	68 WAIG 2148

(30. Allowance for Paying Wages)

Cl. renumbered	997/87	18/08/88	68 WAIG 2148
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(29. Allowance for Paying Wages)

Clause Deleted	986/90((R2)	06/05/91	71 WAIG 1218
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(29. Deleted)

Cl & Title	835/91	13/12/91	72 WAIG 1326
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29. Consultation and Enterprise Bargaining

(31. Shift Work)

(1)(a)	387/81	08/05/81	61 WAIG 1266
(1)(a)	304/82	18/12/81	62 WAIG 2020
(1)(a)	874/82	31/03/83	63 WAIG 1846
(1)(a)	182/84	30/12/83	64 WAIG 937
Ins (3)	372/85	09/08/85	65 WAIG 1765
(1)(a)	1099/85	15/11/85	72 WAIG 1825
Cl. renumb; Del(3)	997/87	18/08/88	68 WAIG 2148

### 30. Shift Work

#### (32. Protective Clothing and Uniforms)

Cl. renumbered	997/87	18/08/88	68 WAIG 2148
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### 31. Protective Clothing and Uniforms

#### (33. District Allowance)

(9)(a)	209/82	01/01/82	62 WAIG 2020
(9)(a)	95/84	24/12/83	64 WAIG 936
(9)(a) & (12)	152/84	27/07/84	64 WAIG 1587
Cl. renumbered	997/87	18/08/88	68 WAIG 2148

### 32. District Allowance

Cl.	2079/89	11/12/89	70 WAIG 150
(6) & (7)	800/00	13/09/00	80 WAIG 4820
(7)	1102/02	04/11/02	82 WAIG 2918
(7)	453/04	08/06/04	84 WAIG 1363

(7)	1237/04	12/11/04	85 WAIG 540
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(7)	664/05	16/09/05	85 WAIG 3511
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(34. Child Allowance)

Cl. renumbered	997/87	18/08/88	68 WAIG 2148
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(33. Child Allowance)

Del Cl	986/90((R2)	06/05/91	71 WAIG 1218
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33. Deleted

33. Salary Packaging

Cl	289/00	25/10/00	80 WAIG 4994
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(35. Channel of Communication)

Cl. renumbered	997/87	18/08/88	68 WAIG 2148
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34. Channel of Communication

(36. Board of Reference)

Cl. renumbered	997/87	18/08/88	68 WAIG 2148
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35. Board of Reference

(37. Part-Time Employees)

Cl. renumbered	997/87	18/08/88	68 WAIG 2148
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36. Part-Time Employees

Del. (4);(5); & (6)	986/90((R2)	06/05/91	71 WAIG 1218
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(38. Casual Employees)

Cl. renumbered	997/87	18/08/88	68 WAIG 2148
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37. Casual Employees

(1); Delete (3)	986/90((R2)	06/05/91	71 WAIG 1218
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(39. Liberty to Apply)

Cl. renumbered	997/87	18/08/88	68 WAIG 2148
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(38. Liberty to Apply)

Del Cl	986/90((R2)	06/05/91	71 WAIG 1218
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38. Deleted

(40. Present Practice)

Cl. renumbered	997/87	18/08/88	68 WAIG 2148
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39. Present Practice

(41. Existing Conditions of Employment)

Ins Cl	944/81	25/08/82	62 WAIG 2276
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Cl. renumbered	997/87	18/08/88	68 WAIG 2148
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(40. Existing Conditions of Employment)

Del Cl	986/90((R2)	06/05/91	71 WAIG 1218
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40. Deleted

(42. Deduction of Union Subscriptions)

Ins cl.	1097/85	25/03/86	66 WAIG 729
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Cl. renumbered	997/87	18/08/88	68 WAIG 2148
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(41. Deduction of Union Subscriptions)

Cl & title	2053(2)/97	22/11/97	77 WAIG 3171
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41. Deleted

(43. Leave to Attend Union Business)

Ins cl.	1097/85	25/03/86	66 WAIG 729
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Cl. renumbered	997/87	18/08/88	68 WAIG 2148
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42. Leave to Attend Union Business

(44. Trade Union Training Leave)

Ins cl.	1097/85	25/03/86	66 WAIG 729
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Cl. renumbered	997/87	18/08/88	68 WAIG 2148
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43. Trade Union Training Leave

(7)	986/90((R2)	06/05/91	71 WAIG 1218
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(45. Introduction of Change)

Ins cl.	985/86	13/04/87	67 WAIG 896
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Cl. renumbered	997/87	18/08/88	68 WAIG 2148
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44. Introduction of Change

#### 45. Flexibility Agreement

Ins. Cl.	1203/95	1/10/95	76 WAIG 1139
Correcting Order	1203/95	30/10/95	76 WAIG 1205

#### Appendix - Resolution of Disputes Requirements

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
App	2053/97	22/11/97	77 WAIG 3079

#### Schedule A - Named Union Party

Ins. Sch.	800/93	10/06/93	73 WAIG 1929
Sch	325/04	10/05/04	84 WAIG 1362

#### (Schedule A - Salaries)

subpar (4)(a-h) of Cl 5 & 6	537/81	08/05/81	61 WAIG 1579
Sch	320/81	12/06/81	61 WAIG 1121
Pt B Salaries	823/81	18/12/81	62 WAIG 718
Pt A Salaries	685/81	18/12/81	62 WAIG 715
Sch	488/82	16/04/82	62 WAIG 3062
(7)(1)(a-h);(8)&(9)	840&1063/82	31/03/83	63 WAIG 1315
Sch	1159/82	30/12/83	64 WAIG 309
1(2)(b);7(1)(a-h)	416/84	15/06/84	64 WAIG 1157
Pt B (Ins(2))	841/84	10/02/85	65 WAIG 493
(2)(b) & (7)	452/85	06/04/85	65 WAIG 1765
(2)(b),(7)(1)(a-h)	1099/85	15/11/85	72 WAIG 1825

CI	829/86	01/07/86	66 WAIG 1955
CI	1244/88	23/09/88	68 WAIG 2771
CI	997/87	18/08/88	68 WAIG 2148
CI & Title	2079/89	11/12/89	70 WAIG 150

(Schedule A - Minimum Salaries)

(2) & (3)	986/90(R2)	06/05/91	71 WAIG 1218
(2) & (3)	835/91	13/12/91	72 WAIG 1326
Title	800/93	10/06/93	73 WAIG 1929

Schedule B - Minimum Salaries

Schedule	380/94	31/03/95	75 WAIG 2556
Schedule	1203/95	30/10/95	76 WAIG 1139
Correcting Order	1203/95	30/10/95	76 WAIG 1205
Schedule	900/96	30/10/96	77 WAIG 473
Correcting Order	900/96	30/10/96	77 WAIG 473
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
CI.	1235/98	27/07/98	78 WAIG 3311
(2), (3)(a), (4)	609/99	01/08/99	79 WAIG 1847
CI	654/00	01/08/00	80 WAIG 3379
Sch.	752/01	01/08/01	81 WAIG 1721
Sch.	797/02	01/08/02	82 WAIG 1369
(2)	1242/02	29/08/02	82 WAIG 2917
CI.	569/03	5/06/03	83 WAIG 1899 & 1936
CI	570/04	4/06/04	84 WAIG 1521 & 1551

Cl.	576/05	07/07/05	85 WAIG 2083 & 2109
Cl	957/05	07/07/06	86 WAIG 1631 & 1665

(Schedule B - Classification and Grading of Workers)

Classif	638/82	01/01/81	62 WAIG 2277
Classif	786/82	01/01/81	63 WAIG 857
Tran Man	639/82	01/01/82	62 WAIG 3065
Del Class	765/82	15/04/82	63 WAIG 1088
Classif	102/82	13/05/82	62 WAIG 1382
Classifications	1209/86	01/07/87	68 WAIG 1478
Rename Sch.	800/93	10/06/93	73 WAIG 1929

Schedule C - Classification and Grading of Workers

(Schedule C - Classification Conversion Table)

Ins cl.	2079/89	11/12/89	70 WAIG 150
Rename Sch.	800/93	10/06/93	73 WAIG 1929

Schedule D - Classification Conversion Table

Ins Title?	800/93	10/06/93	73 WAIG 1929
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Schedule E - Respondent

Appendix - S.49B - Inspection of Records Requirements

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