Nurses' (Day Care Centres) Award 1976 No. R 11 of 1976

1. - TITLE

This award shall be known as the Nurses' (Day Care Centres) Award 1976.

1B. - MINIMUM ADULT AWARD WAGE

1. No adult employee shall be paid less than the Minimum Adult Award Wage unless otherwise provided by this clause.

2. The Minimum Adult Award Wage for full time adult employees is $484.40 per week payable on and from 7th July 2005.

3. The Minimum Adult Award Wage of $484.40 per week is deemed to include all arbitrated safety net adjustments from State Wage Case decisions.

4. Unless otherwise provided in this clause adults employed as casuals, part time employees or pieceworkers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the Minimum Adult Award Wage according to the hours worked.

5. Juniors shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the Minimum Adult Award Wage of $484.40 per week.

6. (a) The Minimum Adult Award Wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate.

(b) Liberty to apply is reserved in relation to any special categories of employees not included here or otherwise in relation to the application of the Minimum Adult Award Wage.

7. Subject to this clause the Minimum Adult Award Wage shall -

(a) apply to all work in ordinary hours.

(b) apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

8. Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for adult employees payable under the 2005 State Wage Case Decision. Any increase arising from the insertion of the minimum adult award wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

9. Adult Apprentices

(a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or over, shall not be paid less than $406.70 per week.
(b) The rate paid in paragraph (a) above is payable on superannuation and during any period of paid leave prescribed by this Award.

(c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

(d) Nothing in this clause shall operate to reduce the rate of pay fixed by this award for an adult apprentice in force immediately prior to 5th June 2003.

2. - ARRANGEMENT

1. Title
1B. Minimum Adult Award Wage
2. Arrangement
3. Scope
4. Area
5. Term
6. Definitions
7. Contract of Service
8. Hours
9. Overtime
10. Sick Leave
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21. Liberty to Apply
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Schedule "A" - Respondents
Appendix - S.49B - Inspection Of Records Requirements

3. - SCOPE

This award shall apply to workers who are registered or entitled to be registered under the Nurses Act 1968-1980 and who are employed by the respondents by virtue of Regulation 15(5) of the Child Welfare (Care Centres) Regulations 1968 in "day care centres" as defined therein.

4. - AREA

This award shall have effect throughout the State of Western Australia.

5. - TERM

The term of this award shall be for a period of two years as from the beginning of the first pay period commencing after the date hereof.
6. - DEFINITIONS

"Casual Worker" shall mean a worker who is engaged to work for less than four weeks or a worker referred to in subclause (2) of clause 16. - Casual and Part-Time Workers of this award.

"Part-Time worker" shall mean a worker who is regularly employed for less than forty hours each week.

7. - CONTRACT OF EMPLOYMENT

The contract of employment may be terminated by either party by the giving of two weeks' notice on any day to the other party, or by the forfeiture or payment as the case may be of two weeks' wages in lieu of such notice.

8. - HOURS

(1) Forty hours shall constitute a week's work and not more than eight hours shall be worked on any day without the payment of overtime.

(2) The spread of hours shall be 7.00 a.m. to 6.00 p.m.

(3) Not less than thirty minutes nor more than one hour shall be allowed for a meal but such time shall not be counted as time worked unless there is no other person present to relieve during a worker's meal break.

(4) A rest break shall be allowed in the morning and afternoon during which refreshments may be taken but in no case shall any such period exceed 10 minutes.

9. - OVERTIME

For all work performed on Monday to Friday beyond the ordinary hours or outside of the spread of hours as prescribed in subclause (2) of clause 8. - Hours, payment shall be made at the rate of time and one half for the first two hours and double time thereafter.

Work performed on a Saturday or Sunday shall be paid for at the rate of double time.

10. - SICK LEAVE

(1) (a) A worker who is unable to attend or remain at her place of employment during the ordinary hours of work by reason of personal ill health or injury shall be entitled to payment during such absence in accordance with the following provisions.

(b) Entitlement to payment shall accrue at the rate of one sixth of a week for each completed month of service with the employer.

(c) If in the first or successive years of service with the employer a worker is absent on the ground of personal ill health or injury for a period longer than her entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the worker's services terminate, if before the end of that year of service, to the extent that the worker has become entitled to further paid sick leave during that year of service.

(2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the worker if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that a worker shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
(3) To be entitled to payment in accordance with this clause the worker shall as soon as reasonably practicable advise the employer of her inability to attend for work, the nature of her illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.

(4) The provisions of this clause do not apply to a worker who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the worker shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year if any, shall be accompanied by such certificate.

(5) (a) Subject to the provisions of this subclause, the provisions of this clause apply to a worker who suffers personal ill health or injury during the time when she is absent on annual leave and a worker may apply for and the employer shall grant paid sick leave in place of paid annual leave.

(b) Application for replacement shall be made within seven days of resuming work and then only if the worker was confined to her place of residence or a hospital as a result of her personal ill health or injury for a period of seven consecutive days or more and she produces a certificate from a registered medical practitioner that she was so confined. Provided that the provisions of this paragraph do not relieve the worker of the obligation to advise the employer in accordance with subclause (3) of this clause if she is unable to attend for work on the working day next following her annual leave.

(c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the worker was entitled at the time she proceeded on annual leave and shall not be made with respect to fractions of a day.

(d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the worker or, failing agreement, shall be added to the worker's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of clause 11 - Annual Leave.

(e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in clause 11 - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.

(6) Where a business has been transmitted from one employer to another and the worker's service has been deemed continuous in accordance with subclause (3) of clause 2 of the Long Service Leave provisions published in volume 59 of the Western Australian Industrial Gazette at pages 1-6, the paid sick leave standing to the credit of the worker at the date of transmission from service with the transmittor shall stand to the credit of the worker at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.

(7) The provisions of this clause with respect to payment do not apply to workers who are entitled to payment under the Workers' Compensation Act nor to workers whose injury or illness is the result of the worker's own misconduct.

(8) The provisions of this clause do not apply to casual workers.

11. - ANNUAL LEAVE

(1) A period of four consecutive weeks leave shall be allowed annually to an employee by her employer after a period of twelve months' continuous service with such employer.
(2) The employee shall be paid for any period of annual leave prescribed by this clause at the ordinary rate of wage the employee has received for the greatest proportion of the calendar month prior to her taking leave.

Provided that in no case shall any employee be paid when proceeding on annual leave less than the sum of the following amounts:-

(a) The employee's ordinary rate of wage as prescribed by this award for the period of the annual leave.

(b) Any of the allowances prescribed in Clause 18 and which are applicable.

(c) An amount calculated at the rate of 17.5% of the total arising from (a) and (b) of this proviso.

(3) Subject as hereinafter provided:

(a) If, after four weeks’ continuous service in any qualifying twelve monthly period, an employee lawfully terminates her service or her employment is terminated by the employer through no fault of the employee, the employee shall be paid a proportionate amount in accordance with sub clauses (1) and (2) of this clause in respect of each completed week of continuous service in that qualifying period.

(b) In addition to any payment to which she may be entitled under subclause (3) of this clause, an employee whose employment terminates after she has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave unless she has been justifiably dismissed for misconduct and the misconduct for which she has been dismissed occurred prior to the completion of that qualifying period.

(4) The annual leave prescribed in sub clause (1) of this clause may, by consent between the employer and the employee, be taken in two portions provided that no portion shall be less than two consecutive weeks.

(5) The weekly wage for the purpose of part time employees shall be computed by the total hours worked by dividing the number of weeks worked times the hourly rate of wage.

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

12. - PUBLIC HOLIDAYS

(1) 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 and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of the days named in this subclause.

(2) (a) Where any of the days mentioned in subclause (1) 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.

(b) (i) Except in the case of part-time workers, 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.

(ii) Where any of the days observed as a holiday in this clause fall during a part-time worker's period of annual leave and that day is a day the part-time worker would have normally worked, then the part-time worker shall be paid for the time as if she had worked at ordinary rates of pay in lieu of the holiday.
(3) Any worker, who is required to work on the day observed as a holiday as prescribed in this clause 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 worker.

(4) When a worker is absent, on leave without pay, sick leave without pay or workers' compensation, any day observed as a holiday on a day falling during such absence shall not be treated as a paid holiday. Where the worker is on duty or available on the whole of the working day immediately preceding a holiday, or resumes duty or is available on the whole of the working day immediately following a day observed as a holiday as prescribed by this clause, the worker shall be entitled to be paid for such holiday.

(5) This clause shall not apply to casual workers.

13. - LONG SERVICE LEAVE

The Long Service Leave provisions published in Volume 59 of the Western Australian Industrial Gazette at pages 1 to 6 inclusive are hereby incorporated in and shall be deemed to be part of this award.

14. - PAYMENT OF WAGES

Wages shall be paid weekly or fortnightly at the option of the employer.

Where the worker's service has been terminated in accordance with this award, payment of all wages due shall be made at the time the worker ceases her employment.

15. - TIME AND WAGES RECORD

A record of the time worked and wages paid to each worker employed under this award shall be maintained by the employer and shall be available for inspection by an accredited representative of the union upon the giving of reasonable notice of not less than 24 hours to the employer.

16. - CASUAL AND PART-TIME WORKERS

(1) Casual workers shall be paid 20% in addition to the rates prescribed in clause 20. - Wages, in lieu of the provisions of clauses 10. - Sick Leave and 11. - Annual Leave, and 12. - Public Holidays.

(2) A part-time worker who is employed to regularly work less than 20 hours per week may, with the consent of the employer, elect to be paid as a "Casual".

17. - MATERNITY LEAVE

(1) Eligibility for Maternity Leave

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

For the purposes of this clause:

(a) A worker shall include a part-time worker but shall not include a worker engaged upon casual or seasonal work.
(b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

(a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.

(b) A worker shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

(c) A worker shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.

(d) A worker shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job

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

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

(4) Variation of Period of Maternity Leave

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

(b) The period of leave may, with the consent of the employer, be shortened by the worker giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave

(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of a worker terminates other than by the birth of a living child.

(b) Where the pregnancy of a worker then on maternity leave terminates other than by the birth of a living child, it shall be the right of the worker 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 worker to the employer that she desires to resume work.

(6) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of a worker not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where a worker not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.

(d) A worker returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

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

(7) Maternity Leave and Other Leave Entitlements

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

(a) A worker may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to a worker during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

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

(9) Termination of Employment

(a) A worker on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.

(b) An employer shall not terminate the employment of a worker on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave

(a) A worker shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(b) A worker, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the worker is qualified and the duties of which
she is capable of performing, she shall be entitled to a position as nearly comparable in status
and salary or wage to that of her former position.

(11) Replacement Workers

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

(b) Before an employer engages a replacement worker under this subclause, the employer shall
inform that person of the temporary nature of the employment and of the rights of the worker
who is being replaced.

(c) Before an employer engages a person to replace a worker temporarily promoted or transferred
in order to replace a worker exercising her rights under this clause, the employer shall inform
that person of the temporary nature of the promotion or transfer and of the rights of the worker
who is being replaced.

(d) Provided that nothing in this subclause shall be construed as requiring an employer to engage
a replacement worker.

(e) A replacement worker shall not be entitled to any of the rights conferred by this clause except
where her employment continues beyond the 12 months qualifying period.

18. - ALLOWANCES

In addition to the wages prescribed in this award allowances as set out in this clause shall be paid to -

A nurse holding a post basic certificate endorsed by the Nurses' Board of W.A. and required in her employment

Per Week$

(1) Involving 6 months' study an amount of 2.50

(2) Involving 12 months' study an amount of 3.50

19. - EXISTING RATES OF WAGES

Nothing herein contained shall entitle the employer to reduce the wage of any worker who at the date of this
award is being paid a higher rate of wage than the minimum prescribed for her class of work.

20. - WAGES

An employer on whom this award is binding shall not increase the rate of wage payable to an employee on 9th
September, 1988, or otherwise vary the conditions of employment applicable to an employee on that date so as
to increase that employer's labour costs except to the extent that any such increase has been authorised by the
Commission after that date.

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Registered
General Nurse
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All operative dates are from the 1st pay period on or after the nominated date, except for the last 2 columns which are operative on and from 07/07/05.

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.

21. - LIBERTY TO APPLY

Liberty is reserved to the applicant to apply to amend the allowances prescribed in clause 18. - Allowances of this award in the event of any variation to similar amounts contained in the Nurses (Public Hospitals) Award No. 6 of 1968, as amended, consolidated and further amended.

22. - LOCATION ALLOWANCES

(1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

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<th>Town</th>
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<tr>
<td>Exmouth</td>
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<td>Fitzroy Crossing</td>
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Halls Creek $39.90
Kalbarri $6.00
Kalgoorlie $7.20
Kambalda $7.20
Karratha $28.60
Koolan Island $30.40
Kooymyanobbing $8.20
Kununurra $45.60
Laverton $17.60
 Learmonth $25.00
Leinster $17.30
Leonora $17.60
Madura $18.40
Marble Bar $43.80
Meekatharra $15.20
Mount Magnet $19.00
Mundrabilla $18.90
Newman $16.60
Norseman $14.90
Nullagine $43.70
Onslow $29.70
Pannawonica $22.40
Paraburdo $22.30
Port Hedland $23.90
Ravensthorpe $9.20
Roebourne $32.90
Sandstone $17.30
Shark Bay $14.20
Shay Gap $15.40
Southern Cross $8.20
Telfer $40.50
Teutonic Bore $17.30
Tom Price $22.30
Whim Creek $28.40
Wickham $27.60
Wiluna $17.60
Wittenoom $38.70
Wyndham $42.90

(2) Except as provided in subclause (3) of this clause, an employee who has:

(a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;

(b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.

(3) Where an employee:

(a) is provided with board and lodging by his/her employer, free of charge; or
is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;

such employee shall be paid $\frac{2}{3}$ per cent of the allowances prescribed in subclause (1) of this clause.

Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.

Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.

For the purposes of this clause:

(a) "Dependant" shall mean -

(i) a spouse or defacto partner; or

(ii) a child where there is no spouse or defacto partner;

who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.

(b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.

Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.

Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

23. - DISPUTE SETTLEMENT PROCEDURE

Preamble

(a) This subclause 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).

Any question dispute or difficulty arising under this award shall be subject to the procedures set out herein.
(c) No bans, stoppages or limitations should be imposed prior to, or during, the time this procedure is being followed.

(d) Any settlement reached which is contrary to the terms of this award shall not have effect unless or until that conflict is resolved.

(e) This clause in no way limits the rights of employers, employees and the Union under the Occupational Health, Safety and Welfare Act 1984 or other related legislation.

(2) Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed:

(a) The employee(s) concerned shall discuss the matter with the immediate supervisors. If the matter cannot be resolved at this level, the supervisor shall, within two working days, refer the matter to a more senior officer nominated by the employer, and the employee(s) shall be advised accordingly.

(b) The senior officer shall, if able, answer the matter raised within five working days of it being referred and, if the senior officer is not so able, refer the matter to the employer for his/her attention, and the employee(s) shall be advised accordingly.

(c) (i) If the matter has been referred in accordance with paragraph (b) above, the employee(s) or the job representative shall notify the Union Secretary or nominee to enable the opportunity of discussing the matter with the employer.

(ii) The employer shall, as soon as practicable after considering the matter before it, advise the employee(s) or, where necessary, the Union of its decision, provided that such advice shall be given within 21 calendar days of the matter being referred to the employer.

(d) Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the period specified in paragraphs (a), (b) or (c)(ii) of this subclause.

(e) Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission at any time provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

23. - COMPASSIONATE LEAVE

An employee shall, on the death within Australia of a wife, husband, de facto wife or de facto husband, father, father-in-law, mother, mother-in-law, brother, sister, child or stepchild be entitled on notice, of leave up to and including the day of the funeral of such relation and such leave shall be without deduction for a period not exceeding the number of hours worked by the employee in two ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

Provided that payment in respect of compassionate leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with his/her roster, or on long service leave, annual leave, sick leave, workers' compensation, leave without pay or on a public holiday.
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<td>Bentley Nursery School</td>
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<td>Goldfields Residential and Day Care Centre Incorporated</td>
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APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

(1) Where this award, order or industrial agreement empowers a representative of an organisation of employees party to this award, order or industrial agreement to inspect the time and wages records of an employee or former employee, that power shall be exercised subject to the Industrial Relations (General) Regulations 1997 (as may be amended from time to time) and the following:

(a) The employer may refuse the representative access to the records if:

   (i) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and

   (ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.

(b) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.

(c) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer.
**VARIATION RECORD**

**NURSES' (DAY CARE CENTRES) AWARD 1976**

**NO. R 11 OF 1976**

Delivered 05/11/76 at 56 WAIG 1798

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

Consolidated S93(6) 10/12/96 at 77 WAIG 282

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(1A. State Wage Principles)

| Ins. Cl. | Cl. & Title | 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. & Title 609/99 06/07/99 79 WAIG 1843

1B. Minimum Adult Award Wage

Ins. 1B 940/97 14/11/97 77 WAIG 3177

(2),(3) & (5) rates & text 609/99 01/08/99 79 WAIG 1843

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 & 2478

(9) 1197/03 1/11/03 83 WAIG 3537

Cl. 570/04 4/06/04 84 WAIG 1521

Cl. 576/05 07/07/05 Unreported

2. Arrangement

Ins 23 721/82 08/07/83 63 WAIG 1581

Ins. 1A 1752/91 31/01/92 72 WAIG 191

1A. Title 1457/93 24/12/93 74 WAIG 198

1A. Title 985/94 30/12/94 75 WAIG 23

1A. Title 1164/95 21/03/96 76 WAIG 911

Ins. Appendix - Resolution... 693/96 16/07/96 76 WAIG 2768

Corr.del App resol 693/96 16/07/96 76 WAIG 2768
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3. Scope

4. Area

5. Term

6. Definitions

7. Contract of Service

8. Hours

9. Overtime

10. Sick Leave
11. Annual Leave

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12. Public Holidays

13. Long Service Leave

14. Payment of Wages

15. Time and Wages Record

Ins text. 491/98 16/04/98 78 WAIG 1471

16. Casual and Part Time Workers

17. Maternity Leave

18. Allowances

19. Existing Rates of Wages

20. Wages

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Cl. 1269/87 21/12/88 69 WAIG 602
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### 23. Dispute Settlement Procedure

Ins. Cl. 693/96 16/08/96 76 WAIG 2768

(requires Correction Order as there is two clause 23's)

(1)(a),(2)(e); del. (3) 2053/97 22/11/97 77 WAIG 3079

### 23. Compassionate Leave

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(Appendix - Resolution of Disputes Requirement)

Ins. Appendix 693/96 16/07/96 76 WAIG 2768

Corr. del App resol 693/96 16/07/96 76 WAIG 2768

**Schedule "A" - Respondents**
## Appendix - S.49B - Inspection of Records Requirements

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