Private Hospital Employees' Award, 1972

1. - TITLE

This award shall be known as the "Private Hospital Employees' Award, 1972" and replaces Award No. 26 of 1956.

2. - ARRANGEMENT

1. Title
2. Arrangement
3. Scope
4. Area
5. Term
6. Definitions
7. Hours
8. Rosters
10. Overtime
11. Shift Work
12. Weekend Rates
13. Fares and Motor Vehicle Allowances
14. Record
15. Annual Leave
16. Public Holidays
17. Compassionate Leave
18. Payment for Sickness
19. Uniforms
20. Laundry
21. Accommodation
22. Payment of Wages
23. Calculation of Penalties
24. Contract of Service
25. Higher Duties
26. Deductions for Lodging
27. Long Service Leave
28. No Reduction
29. Notices
30. Under Rate Employees
31. Part Time Employees
32. Temporary Employees
33. Representative Interviewing Employees
34. Wages
35. Minimum Wage
36. Apprentices
37. Maternity Leave
38. Effect of 38 Hour Week
40. Location Allowances
41. Deleted
42. Dispute Settlement Procedures
43. Introduction to Change
44. Structural Efficiency Implementation Tasks
45. Enterprise Flexibility Provisions

Appendix - Resolution of Disputes Requirements
Schedule A - Parties to the Award
Schedule B - Respondents
Appendix - S.49B - Inspection Of Records Requirements

2A. - STATE WAGE PRINCIPLES - SEPTEMBER 1989

It is a term of this award or industrial agreement that the union undertakes for the duration of the Principles determined by the Commission in Court Session in Application No. 1940 of 1989 not to pursue any extra claims, award or overaward except when consistent with the State Wage Principles.

2A. - STATE WAGE PRINCIPLES - SEPTEMBER 1989

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3. - SCOPE

This award shall apply to all hospitals and workers employed therein (other than hospital and employees already covered by Industrial Awards or Agreements) performing work for the public and where patients are received for medical, surgical observation, rest or other treatment or care.

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 three years as from the beginning of the first pay period commencing after the date hereof.

6. - DEFINITIONS

(1) "Accrued Day(s) Off" means the paid day(s) off accruing to an employee resulting from an entitlement to the 38 hour week as prescribed by Clause 7. - Hours of this Award.

(2) "Orderly" means an employee who is not otherwise classified in this award.

(3) "Rostered Employee" means an employee for whom the ordinary hours of work may include work on Sunday.

(4) "Casual Employee" means an employee engaged for a period of less than one month. Where the employment continues beyond one month, he/she shall be deemed to be a temporary employee from the end of that month.

(5) "Temporary Employee" means an employee engaged for a specific period or periods longer than one month but less than 12 months.

(6) (a) "Maintenance Employee (Hospital Worker Level 1)" means an employee whose principal duties consist of maintenance, servicing and repairs, of minor nature, to fitments, equipment, buildings or furniture and may include general yard, grounds, cleaning and rubbish removal duties or assisting a tradesperson.

(b) "Maintenance Employee (Hospital Worker Level 3)" means an employee whose principal duties require the use of skills above and beyond those of an employee at Level 1. Duties at Level 3 may include repair and maintenance of equipment, buildings and building services;
learning, recording and understanding daily log readings and any other duties as required which do not involve tradesperson or equivalent specialist skills.

(c) Any employee who has been classified and paid as a Maintenance Employee (Hospital Worker Level 3), pursuant to Clause 34. - Wages of the said award until the 26 November 1993, and who should now be classified at Level 1 as a result of this Order, is to have the current wage rate maintained until the Level 1 rate equates to that employee's current wage rate.

7. - HOURS

(1) The ordinary working hours shall be an average of 38 hours per week over any five days of the week, with no more than 10 hours per shift, worked over any one of the following cycles.

(a) A four week cycle of nineteen days of eight hours each with 0.4 of one hour each day worked accruing as an entitlement to take the twentieth day in each cycle as a day off and paid for as though worked.

Provided that an employee who, at the completion of a 20 day work cycle, has not accrued sufficient hours to enable him/her to take a full paid shift off duty, shall continue passed the 20 day work cycle until sufficient hours have accrued to enable him/her to take a full paid shift off duty.

(b) Actual hours of 76 hours over nine days per fortnight with the tenth day to be taken as an unpaid rostered day off.

(c) Actual hours of 40 per week or 80 per fortnight with two hours of each week's work accruing as an entitlement to a maximum of twelve days off in each twelve month period.

For the purposes of paragraph (c) the Accrued Days Off shall be taken in a minimum period of one week made up of five consecutive Accrued Days Off in conjunction with a period of annual leave or at a time mutually acceptable to the employer and the employee; or

As single day absences at a time suitable to the employer and subject to 48 hours' clear notice given to the employee in accordance with Clause 8. - Rosters of this award.

Notwithstanding the provisions of paragraph (c) -

- where an employer and employee mutually agree Accrued Days Off may be taken in single day absences;

- at the request of an employee an employer may agree to an Accrued Day Off being taken in a period of less than one day provided that the period of time off work shall be taken from the commencement of the employee's normal rostered shift or up to the conclusion of the employee's normal rostered shift.

(2) In addition to subclause (1) by agreement between the employer and the Union a work cycle of 38 hours per week or 76 hours per fortnight or any other method agreed may be worked.

(3) Any change in rostering arrangements will be designed to improve productivity, efficiency and cost effectiveness in the workplace.

(a) Any proposed roster variations for each site or subsite shall be explained to the employees concerned and to the Union who will consider them.

(b) The affected parties (i.e. site management and employees) will then consult with each other with a view to agreeing to the proposed roster.
Provided that where the majority of employees affected by the proposed change agree the Union will not unreasonably withhold its agreement.

(c) Where agreement cannot be reached, the issues will be referred to the Western Australian Industrial Relations Commission for conciliation and, if necessary, arbitration.

(4) The provisions of this clause shall apply to a part-time employee in the same proportion as the hours normally worked bear to a full-time employee.

(5) At the discretion of the employer employees may be paid a rate of pay using a divisor of 38 hours per week in lieu of Accrued Days Off under the following conditions:

(a) Where the employee works no more than 16 hours per week or two shifts per week; or

(b) At the request of the employee. The employee may withdraw the request within 14 days of submitting it to the employer after which time it shall be binding on the employee. Such agreement shall remain in force for the period of employment, provided that it can be revoked by agreement between the employer and employee.

(6) An employer and employee may by agreement, substitute the accrued day off the employee is to take off for another day in which case the accrued day off shall become an ordinary working day.

(7) No employee shall be required to work in excess of five shifts per week or 10 shifts per fortnight.

(8) An employee on day shift shall, where practicable, be allowed two days' continuous time off duty per week and on night shift shall, where practicable, be allowed two days' continuous time off duty per week or four days' continuous time off duty per fortnight. Provided that where the days off duty as specified are missed and not taken within four weeks, equivalent time shall be added to the annual leave of the employee.

(9) An employee changing from night shift to day shift, or from day shift to night shift, shall be free from duty during the 20 hours immediately preceding the commencement of the changed shift.

(b) An employee changing from evening shift to day shift shall not be required to commence such duty until a period of 10 hours has elapsed since ceasing evening shift.

(c) An employee shall not be rostered for duty until at least 10 hours have elapsed from when the previous rostered shift ended.

(d) The provisions of this subclause shall not apply if the employee is required to perform duty to enable the nursing services of the hospital to be carried on when an employee is absent from duty or in an emergency or where the employer and the Union mutually agree to vary the provisions of this subclause.

(10) Meal breaks shall not be less than 30 minutes and shall not be counted as time worked. Provided that where an employee is called on duty during a meal time the period worked shall be counted in the ordinary working hours of the shift. Provided further, that where the employee is required to be on call for the whole of the shift, a meal break shall be taken in the employer's time.

(b) No more than three breaks shall be allowed in any one shift, including meal breaks. Unless the employer and employee mutually agree to work up to six hours without a meal break the employee shall not work for more than five hours without a meal break.

(11) Morning and afternoon tea breaks of not more than seven minutes shall be allowed without deduction of pay at a time convenient to the employer.

(12) Where an employee is required to travel as part of his/her duty such travelling time shall be considered as part of his/her working time and there shall be no reduction in respect thereof.
(13) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave Provisions published in Volume 66 of the Western Australian Industrial Gazette at pages 1 to 4, the accrued days off standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.

(14) Notwithstanding anything to the contrary in this award, and at the option of the employer, employees employed in clinics or departments which function during the normal clerical hours of duty may be granted hours of duty together with public holidays, annual leave and overtime as are generally applicable to the clerical staff employed in the said clinics or departments. The daily hours of duty shall include a break of not more than one hour for lunch and such time shall not be included as part of the normal working week of 40 hours.

(15) Any dispute between an employer and the Union concerning the operation of this clause shall be referred to the Western Australian Industrial Relations Commission.

(16) The ordinary hours of work shall be 37.5 per week for Play Supervisors to be worked as not more than eight hours per day between the hours of 7.00am and 6.00pm, Monday to Friday inclusive. Such hours shall be worked continuously except for meal breaks.

8. - ROSTERS

(1) A roster shall be posted in a convenient place where it can be readily seen by the employees concerned.

(2) Such roster shall be written in ink, shall denote the hours to be worked by each employee and shall be open for inspection by a duly accredited representative of the Union at all reasonable times.

(3) The roster shall be posted at least 48 hours before it comes into operation and may be altered by 48 hours' notice, but this shall not prevent a part time employee working additional shifts in accordance with subclause (5) of Clause 31. - Part Time Employees of this award.

(4) A roster for accrued days off may allow an employee to take accrued days off before they become due.

9. - ALLOWANCES AND SPECIAL PROVISIONS

In addition to the rates prescribed in Clause 34. - Wages of this award, the following allowances shall be paid:

(1) Orderlies assisting in autopsy - $31.45 per cadaver.

(2) At any hospital where employees are required to work outside, they shall be provided with protective clothing which shall include the provision of hats in summer and waterproof coats and hats in wet weather.

10. - OVERTIME

(1) Overtime shall mean all time worked beyond or in excess of the ordinary rostered hours of duty prescribed in Clause 7. - Hours or Clause 31. - Part-Time Employees of this Award on any day the employee is rostered on duty, and except as hereinafter provided, shall be paid for at the rate of time and one half for the first two hours and double time thereafter. Such rates shall be calculated on an employees hourly award rates.

(2) In lieu of payment for overtime, and by agreement between the employee and the employer, time off equivalent to the time worked may be granted when overtime is occasioned through the failure of another employee to report for duty, except where a full additional shift is required, when overtime rates shall apply.
(3) All work performed by employees on any day on which they are rostered off duty or days worked in excess of those provided in Clause 7. - Hours or Clause 31. - Part-Time Employees shall be paid for at the rate of double time.

(4) Where an employee is required to work overtime and such overtime is worked for a period of at least two hours in excess of the required daily hours of work the employee shall be provided with a meal free of cost or shall be paid the sum of $8.35 as meal money.

This subclause shall not apply where the employee has been advised of the necessity to work overtime on the previous day or earlier.

(5) An employee who has completed his usual hours of duty and has left the job and who is recalled to work after the usual ceasing time, shall be paid a minimum of three hours at overtime rates.

(6) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that the employee shall have at least 10 consecutive hours off duty between the work of successive days.

11. - SHIFT WORK

(1) Subject to subclause (2) hereof, a loading of 12.5% of the ordinary wage shall be paid for the time worked on afternoon or night shift as defined hereunder:

(a) Afternoon shift commencing between 12.00 noon and 6.00 p.m. and finishing at or after 6.00 p.m.

(b) Night shift commencing between 6.00 p.m. and 4.00 a.m.

(2) A loading of 18.75% of the ordinary wage shall be paid for time worked on permanent afternoon or night shifts provided that in the case of an employee who works permanent afternoon or night shifts at his own request the provisions of subclause (1) hereof shall apply.

(3) The following provisions shall apply in lieu of the foregoing for the period on and from 1 July, 1991 pending a decision of the Western Australian Industrial Relations Commission with respect to the provisions of this clause.

(a) Subject to subclause (b) hereof a loading of 15% of the ordinary wage shall be paid for the time worked on afternoon or night shift as defined hereunder:

(i) Afternoon shift commencing between 12.00 noon and 6.00pm and finishing at or after 6.00pm.

(ii) Night shift commencing between 6.00pm and 4.00am.

(b) A loading of 18.75% of the ordinary wage shall be paid for time worked on permanent afternoon or night shifts provided that in the case of an employee who works permanent afternoon or night shifts at their own request the provisions of subclause (a) hereof shall apply.

12. - WEEKEND RATES

(1) An employee shall be paid for ordinary hours worked between midnight on Friday and midnight on Sunday at the rate of time and one half.

(2) The following provisions shall apply in lieu of the foregoing for the period on and from 1 July, 1991 pending a decision of the Western Australian Industrial Relations Commission with respect to the provisions of this clause.
(b) An employee shall be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and between midnight on Saturday and midnight on Sunday at the rate of time and three quarters.

13. - FARES AND MOTOR VEHICLE ALLOWANCES

(1) Where an employee is required during his/her normal working hours by his/her employer to work outside his/her usual place of employment the employer shall pay the employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) of this clause.

(2) (a) Where an employee is required and authorised to use his/her own motor vehicle in the course of his/her duties he/she shall be paid an allowance not less than that provided for in the schedule set out hereunder. Notwithstanding anything contained in this subclause the employer and the employee may make any other arrangements as to car allowance not less favourable to the employee.

(b) Where an employee in the course of a journey travels through two or more of the separate areas payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(c) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June next following.

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

<table>
<thead>
<tr>
<th>Schedule 1 - Motor Vehicle Allowances</th>
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<tbody>
<tr>
<td>Area Details</td>
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<tr>
<td>Metropolitan Area</td>
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<tr>
<td>South West Land Division</td>
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<tr>
<td>North of 23.5° South Latitude</td>
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<tr>
<td>Rest of the State</td>
</tr>
</tbody>
</table>

Schedule 2 - Motor Cycle Allowances

<table>
<thead>
<tr>
<th>Distance travelled during a year on Official Business</th>
<th>Rate per Kilometre</th>
</tr>
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<tbody>
<tr>
<td>All areas of the State</td>
<td>28.2 (Cents)</td>
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Motor vehicles with rotary engines are to be included in the 1600 – 2600cc.

14. - RECORD

(1) Each employer bound by this award shall maintain a record containing the following information:-

(a) The name and address given by each worker subject to this award.

(b) The date of birth of the worker if paid as a junior worker.

(c) The date on which each worker commenced employment with that employer.

(d) The classification and "year of employment" of the worker and whether the worker is employed full time, part time or casual.
The commencing and finishing time of work each day, together with any periods between those times when the worker was not required to work.

The total number of ordinary hours and the total number of overtime hours worked each day.

The wages and any allowances paid to each worker each pay period and any deductions made therefrom.

(2) (a) The record shall be kept at one establishment and in date order so that the inspections referred to in subclause (3) of this clause may be made with respect to any period in the twelve months preceding the date of inspection.

(b) The employer may, if it is part of normal business practice, periodically send the record or any part of the record to another person, provided that the provisions of this paragraph shall not relieve the employer of the obligations contained elsewhere in this clause.

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

Subject to this clause, the record shall be available for inspection by any officer of the union or other authorised representative of the union between the hours of 9.00 a.m. and 5.00 p.m. Monday to Friday inclusive, at such time and date as requested by the union.

(b) The officer of the union or other authorised representative of the union shall be permitted reasonable time to inspect the record and, if required, take an extract or copy of any of the information contained therein.

(c) The employer shall permit each worker to inspect the record as it relates to that worker either at the time of payment of wages or at such other time as may be mutually convenient. The employer shall not unreasonably withhold the record from inspection by the worker.

(4) (a) If, for any reason, the record is not available for inspection at the time and date requested, the union and the employer or his agent may fix a mutually convenient time for the inspection to take place.

(b) If a mutually convenient time cannot be fixed, the union may advise the employer in writing that it requires to inspect the record in accordance with the provisions of this award and shall specify the period contained in the record which it requires to inspect.

(c) Within 10 days of the receipt of such advice:

(i) Employers who normally keep the record at a place more than 35 kilometres from the G.P.O. Perth, shall send a copy of that part of the record specified to the office of the union, and,

(ii) Employers who normally keep the record at a place less than 35 kilometres from the G.P.O. Perth shall make the record available to the union at a time specified by the union.

(d) In the event of a demand made by the union which the employer considers unreasonable, the employer may apply to the Industrial Commission for direction. An application to the Industrial Commission made by an employer for direction will, subject to that direction, stay the requirements contained elsewhere in this subclause.

(5) In addition to the foregoing, the employer shall maintain for the duration of the employees employment, a record in respect of each employee showing:

(a) Name and classification.
(b) Total hours worked each week.

(c) Number of days worked each week.

(d) Total wages paid each pay period.

(6) Records required to be kept by this clause shall be passed on to any succeeding employer in the event that the business is sold or transmitted.

15. - ANNUAL LEAVE

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

(b) Notwithstanding the provisions of paragraph (a) of this subclause an employee employed regularly in a non-client related position including gardener, machinist, maintenance employee and storeperson who is not required to be available to work on any public holiday named in clause 16. - Public Holidays of this award, shall be provided a period of four consecutive weeks' leave after each period of 12 months' continuous employment with such employer.

Provided that such an employee shall be paid in accordance with subclause (3) of Clause 16. - Public Holidays of this award for all public holidays.

(c) Where pursuant to paragraph (3) of subclause 2. - Long Service of the Long Service Leave provisions published in Volume 65 of the Western Australian Industrial Gazette at pages 1 to 4 the period of continuous service which an employee has had with the transmittor (including any such service with any prior transmittor) is deemed to be service of the employee with the transmittor then that period of continuous service shall be deemed to be service with the transmittee for the purposes of this clause.

(2) Prior to commencing leave each employee shall be paid for that period of leave as follows:

(a) Where an employee has worked less than the full time hours per week specified in Clause 7. - Hours of this award over the accrual period for which annual leave is being taken the hours for which payments is made shall be calculated on an average of the number of hours worked per week during the accrual period.

(b) At the rate of wage the employee would have received had she/he not proceeded on leave. In the case of rostered employees that wage shall include the shift work and the weekend penalties that employee would have received had she not proceeded on leave.

Where it is not possible to calculate the shift and weekend penalties the employee would have received the employee shall be paid the average of such payments made each week over the four weeks prior to taking the leave; or

(c) At the rate of wage shown in Clause 34. - Wages of this award for her/his class of work and in addition be paid a loading of 17.5% of that wage for 2/3rds of any leave due in each year and for the remaining 1/3rd of the leave due in each year be paid according to paragraph (b) of this subclause, whichever is the greater.

(d) Provided that employees to whom subclause (5) of this clause applies may be paid a loading of 17.5% for 5/7ths of any leave due in each year in lieu of the 2/3rds of any leave due in each year.

(e) Provided further that the 17.5% loading prescribed by this subclause shall not be paid on proportionate annual leave on termination.
(3) (a) Except as provided in part (b) of this subclause, if after one month's continuous employment, an employee lawfully terminates her employment, or her employment is terminated by the employer through no fault of the employee, the employee shall be paid 4.62 hours pay at the rate prescribed by subclause (2) of this clause in respect of each complete week of continuous service for which annual leave has not already been taken.

Provided that employees to whom subclause (5) of this clause applies, shall be paid for such additional days leave as have accrued due under that subclause at the date of such termination.

(b) An employee who is dismissed for a misconduct which occurred after the completion of a 12 month qualifying period, but before she has taken leave in respect of that qualifying period, shall be given payment in lieu of that leave.

(4) (a) The annual leave prescribed in subclause (1) of this clause may be split into more than one portion:

(i) Where the 12 accrued days off are taken in conjunction with annual leave, by the employer once per annum provided that no portion is less than two weeks.

(ii) By agreement between the employer and employee.

(b) Any dispute arising out of this clause in relation to splitting or not splitting an employee's annual leave entitlement, if not resolved by agreement between the employer, the employee and the Union, shall be referred to the W.A. Industrial Relations Commission for determination.

(5) (a) Shift employees (i.e. employees who rotate afternoon and/or night shift with day shift as defined in clause 11) shall be granted an additional week's leave; provided that for employees whose shifts are not subject to regular rotation, one working day's additional leave (with a maximum of five working days) for each 35 shifts actually worked on afternoon and/or night shift shall be granted provided further that employees who have completed 155 shifts on afternoon and/or night shift shall be granted the additional week.

This subclause shall apply to employees engaged before 12 April, 1990 who were in receipt of additional annual leave days as prescribed by this subclause on a no reduction basis, and shall continue in force until 12 April, 1997.

(b) Shift employees who in each roster period rotate afternoon and/or night shift with day shift shall be granted an additional weeks leave. Provided that for employees whose shifts are not subject to regular rotation one days additional annual leave shall be accrued for each thirty afternoon or night shifts worked to a maximum of 5 annual leave days each twelve months.

This subclause shall apply to all new employees engaged on or after 12 April 1990.

(6) Any time in respect of which an employee is absent from work, except time for which that employee is entitled to claim paid sick leave or unpaid sick leave up to three months, or the first calendar month of any absence on workers' compensation, or any absence on annual leave, long service leave or compassionate leave, shall not count for the purpose of determining annual leave entitlements.

(7) Before going on annual leave, each employee shall be given at least two weeks' notice of the date such leave is to commence.

(8) (a) The annual leave prescribed by this clause may be given and taken before the completion of 12 months continuous service as prescribed by subclause (1) of this clause.

(b) If the services of an employee terminate and the employee has taken a period of leave in accordance with this subclause and if the period of leave so taken exceeds that which would become due pursuant to subclause (3) of this clause 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 this subclause and the amount which would have accrued in
accordance with subclause (3) of this clause. The employer may deduct this amount from moneys due to the employee by reason of the other provisions of this award at the time of termination.

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

(10) When an employee proceeds on the first four weeks' of the annual leave prescribed by subclause (1) of this clause there will be no accrual towards an Accrued Day(s) Off as prescribed in subclauses (1) and (2) of Clause 7. - Hours of this award. Accrual towards an Accrued Day(s) Off shall continue during any other period of annual leave prescribed by this clause.

16. - PUBLIC HOLIDAYS

(1) An employee who works on any public holiday named herein or day observed in lieu thereof, shall be paid a loading of 50% of the ordinary wage for the time worked in ordinary hours on that day.

(2) For the purposes of this clause the following days shall be Public Holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(3) An employee who is not required to work on any public holiday named in this clause or day observed in lieu thereof, shall be entitled to a day's leave and shall be paid the ordinary rate of wage the employee would receive for the hours usually worked.

17. - COMPASSIONATE LEAVE

(1) 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 of pay for a period not exceeding the number of hours worked by the employee in two ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of his employer.

(2) Provided that payment in respect of compassionate leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with his roster, or on long service leave, annual leave, sick leave, worker's compensation, leave without pay or on a public holiday.

(3) An employee shall not be entitled to claim payment for compassionate leave on a day when that employee is absent on an Accrued Day(s) Off in accordance with the provisions of subclauses (1) and (2) of Clause 7. - Hours of this award.

(4) An employee, whilst on compassionate leave prescribed by this clause shall continue to accrue an entitlement to an Accrued Day(s) Off as prescribed in subclauses (1) and (2) of Clause 7. - Hours of this award.

18. - PAYMENT FOR SICKNESS

(1) (a) An employee who is unable to attend or remain at his 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 an employee is absent on the ground of personal ill health or injury for a period longer than his entitlement to paid sick
leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee 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 employee 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 an employee 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 employee shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his 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 an employee 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 employee 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. Provided that where an employee has had two absences on paid sick leave adjacent to other days off duty within a period of twelve months the employer may request in writing that any further absences adjacent to days off be accompanied by such certificate. Provided that this request shall remain in force until the employee has completed a continuous period of twelve months without such absence.

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

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

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

(d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 15. - 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 15. - 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 employee's service has been deemed continuous in accordance with subclause (3) of clause (2) of the Long Service Leave provisions published in volume 64 of the Western Australian Industrial Gazette at pages 1-4, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmitter shall stand to the credit of the employee 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 employees who are entitled to payment under the Workers' Compensation and Assistance Act, 1981 nor to employees whose injury or illness is the result of the employee's own misconduct.

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

(9) An employee shall not be entitled to claim payment for non-attendance on the ground of personal ill-health or injury nor will the employee's sick leave entitlements be reduced if such personal ill-health or injury occurs on a day when an employee is absent on an Accrued Day Off in accordance with the provisions of subclauses (1) and (2) of Clause 7. - Hours of this award unless such illness is for a period of seven consecutive days or more and in all other respects complies with the requirements of subclause (5) hereof.

(10) An employee whilst on paid sick leave shall continue to accrue an entitlement to an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 7. - Hours of this award.

19. - UNIFORMS

(1) Where the employer requires a uniform to be worn, a supply of four such uniforms shall be made available for use by each employee but such uniforms shall at all times remain the property of the employer.

(2) In lieu of the provision of uniforms, the employer may pay an allowance of $4.00 per week.

(3) The term "uniform" shall include all items of clothing and footwear which are specified by the employer, according to type or colour or according to the exclusion of ordinary clothing or footwear, to be worn.

(4) Aprons shall be provided for all employees on the kitchen staff.

(5) Liberty is reserved to the parties to apply as to the amount of the allowance as prescribed in subclause (2) of this clause.

(6) Subject to the provisions of subclause (5) no claim shall be made to amend the provisions of this clause before 1 July, 1988. Except that in the case of employees of Silver Chain Nursing Association Inc. the date of 1 April, 1988 shall apply in lieu of 1 July, 1988.

20. - LAUNDRY

(1) All clothing forming part of a uniform shall be laundered free of cost to the worker.

(2) Where the uniform of any employee cannot be laundered at the hospital an allowance of $1.50 per week shall be paid to the employee.

21. - ACCOMMODATION

(1) Resident employees shall be provided with suitable health accommodation. The union secretary or his nominee shall be permitted to inspect the accommodation at reasonable times and in the event of a dispute arising with respect to the suitability of the accommodation it shall be referred to the Board of Reference for decision.

(2) Whether an employee lives in or not shall be left to the decision of the employer.

(3) A sitting-room suitably furnished and sufficiently large to accommodate the resident staff shall be provided for the common use provided that this shall apply only where there are four or more domestics employed and living in.
(4) Laundry facilities shall be available to all resident staff for the laundering of private clothes.

(5) Suitable dressing-rooms shall be provided for all non-resident staff.

22. - PAYMENT OF WAGES

(1) Wages shall be paid by cheque, direct transfer or cash at the employer's discretion following consultation with the employees.

(2) (a) (i) Where the employer requires the employee to establish an account for the purpose of receiving his/her wages the employee shall pay the costs associated with the establishment and maintenance of such accounts.

(ii) The employer may require such an account to be established at a major bank or building society.

(b) In respect of transfer fees associated with the transfer of funds from the employer's bank to any other bank or financial institution, such fees shall be paid by the employer.

(3) In the case of payment by cheque the employer shall arrange encashment facilities at a branch of a bank in close proximity to the place of work. Where it is impractical for the employee to cash the cheque on pay day, reasonable access to the facility shall be allowed by the employer, during working time.

(4) If, for reasons within the control of the employer, wages are not available at the nominated time and the employee is kept waiting for a period exceeding 30 minutes, overtime rates shall apply, provided that in the case of an employee rostered for duty on that day, the 30 minute period shall commence from the employee's finishing time.

(5) No deduction shall be made from an employee's wages unless the employee has agreed to such deduction in writing, or the deduction is authorised by the award.

(6) Each employee shall be provided with a pay advice slip on each day that wages are paid. The pay advice slip shall detail:

(a) the rate of wage

(b) the hours worked, including overtime

(c) the gross wage

(d) the net wage

(e) any allowances paid

(f) any deductions made

(g) the composition of any annual leave payment

(h) the composition of any termination payment.

(7) Wages shall be paid fortnightly, provided that by agreement between the employer and the Union, wages may be paid at other intervals.

(8) Subject to subclause (9) hereof, upon termination of employment, the employer shall pay to the employee all moneys earned by or payable to the employee before the employee leaves the hospital or the same shall be forwarded to the employee by post on the next working day following the termination.
(9) Where the employee terminates his or her employment without notice as required in subclause (2) of Clause 21. - Contract of Service of this Award, the employer shall forward as soon as reasonably possible all moneys earned by or payable to such employee to that employee by post.

(10) If an employee fails to collect his wages on the appointed day, such wages shall thereafter be available for collection (at previously notified times) during office hours.

(11) Accrued Days Off which accrue prior to the first pay period commencing on or after the 14th July, 1988 shall be paid as follows:

(a) An employee who regularly performs shift or weekend work shall be paid for accrued days off, including shift or weekend penalties, when those days are taken as leave for the hours worked during which the leave was accumulated and shall be paid at the rate applicable at the time the leave is taken.

(b) An employee who performs shift or weekend work irregularly shall be paid for accrued days off the average of shift or weekend penalties paid in the preceding month.

(12) Accrued Days Off which accrue from the first pay period commencing on or after the 14 July, 1988 shall be paid at the ordinary rate of wage, exclusive of penalties, which an employee would normally receive for his/her class of work.

23. - CALCULATION OF PENALTIES

Where an employee works hours which would entitle that employee to payment of more than one of the penalties payable in accordance with Clause 10. - Overtime, Clause 11. - Shift Work, Clause 12. - Weekend Rates and Clause 16. - Public Holidays, only the highest of any such penalty shall be payable.

24. - CONTRACT OF SERVICE

(1) The contract of service period shall be:

(a) one hour for casual employees;

(b) two weeks for all other employees.

(2) An employee may be engaged on a probationary period of not longer than three months during which time it will be possible for either the employer or employee to terminate the contract of service with one day's written notice.

(3) The contract of service may be terminated by either the employer or employee by giving:

(a) notice of one hour for casual employees

(b) written notice of two weeks for all other employees

(4) Where an employee does not give the required period of notice of termination of services the wages payable for the contract of service period may be forfeited at the discretion of the employer.

(5) The employer may pay the wages payable for the contract of service period in lieu of notice of termination being given by either the employer or employee.

(6) The services of an employee may be terminated for serious misconduct without prior notice. In such circumstances the employer is required to pay all monies owing up to the date of dismissal.
(7) (a) An employer may direct an employee to carry out such duties as are within the limits of the employee’s skill, competence and training provided that such duties are not designed to promote de-skilling.

(b) An employer may direct, pursuant to paragraph (a) of this subclause, an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

(c) Any direction issued by an employer pursuant to paragraphs (a) and (b) of this subclause shall be consistent with the responsibility of the employer to provide a safe and healthy working environment in accordance with the provisions of the Occupational Health, Safety and Welfare Act, 1987 and Regulations.

25. - HIGHER DUTIES

(1) An employee who is capable of performing and does perform all duties of a position which carries a higher rate of pay than that which he or she usually performs shall be entitled to the higher rate whilst so engaged.

(2) Provided that payment for higher duties shall not apply to an employee required to act in another position whilst the permanent employee is on a single accrued day off as prescribed by subclause (2) of Clause 7. - Hours of this award.

26. - DEDUCTIONS FOR LODGING

(1) Where employees are provided with Board and/or Lodging by the employer, the following charges, or deductions as the case may be, may be made by the employer:-

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging</td>
<td>$14.90 per week</td>
</tr>
<tr>
<td>Lodging for employees sharing rooms</td>
<td>$7.50 per week</td>
</tr>
<tr>
<td>Lodging for self contained furnished single accommodation within hospital grounds</td>
<td>$24.60 per week</td>
</tr>
</tbody>
</table>

For the purposes of this clause "Lodging" means a room constituting a bedroom, together with communal toilet, laundry and sitting room facilities.

(2) (a) The amounts herein prescribed shall be varied as the result of State Wage Case variations to the rate of wage for a Registered General Nurse (First Year) under the Nurses' (Private Hospitals) Award, by the same proportion and at the same time.

(b) Any variation to the lodging charges shall be calculated to the nearest ten cents.

27. - LONG SERVICE LEAVE

(1) The long service leave conditions as determined by the W.A. Industrial Relations Commission for private industry generally in this State and as they are from time to time published in the Western Australian Industrial Gazette are hereby incorporated and shall form part of this award.

(2) (a) Notwithstanding the foregoing and subject to paragraphs (b) and (c) of this subclause, in the case of employees employed by the Spastic Welfare Association of W.A.(Inc.) and the Association for the Blind of W.A. (Inc.) the long service leave conditions applying from time to time to Government wage employees shall be applied.

(b) Provided that the qualifying service for the second period of leave shall be seven years in lieu of ten years and
(c) Provided that the qualifying service prior to January 1, 1979 shall accrue leave in accordance with subclause (1) of this clause and qualifying service subsequent to that date shall accrue leave in accordance with paragraphs (a) and (b) of this subclause.

(d) An employee to whom this subclause applies shall be entitled to long service leave when the total amount of leave accruing by the operation of paragraph (c) of this subclause equals thirteen weeks.

(3) When an employee proceeds on long service leave there will be no accrual towards an Accrued Day(s) Off as prescribed in subclauses (1) and (2) of Clause 7 - Hours of this award.

28. - NO REDUCTION

Nothing contained in this award shall operate 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 his or her class of work.

29. - NOTICES

Space shall be provided in the workers' dining rooms or lunch rooms for the purpose of posting union notices and a copy of this award.

30. - UNDER-RATE EMPLOYEES

(1) Any worker who by reason of old age or infirmity is unable to earn the minimum rate of wage prescribed herein for his or her class of work, may be paid such lesser wage as may be agreed upon in writing between the Union and the employer.

(2) In the event of no agreement being arrived at the matter shall be referred to the Board of Reference for decision.

(3) In the event of the matter being referred to the Board of Reference, and pending the Board's decision, the worker may be employed at the proposed lesser rate.

31. - PART-TIME EMPLOYEES

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

(2) Part-time employees shall be remunerated at a weekly rate pro-rata to the rate prescribed for the class of work on which they are engaged only in the proportion which their ordinary weekly hours bears to 40.

(3) Part-time employees shall be allowed annual leave and sick leave in the same manner as full time employees. Payment for such leave shall be in the same ratio as their ordinary weekly hours, averaged over the qualifying period, bear to 40.

(4) (a) The laundry and uniform allowances prescribed in this award shall be paid pro rata to part time employees in the proportion that the hours worked each week bear to 40.

(b) A part-time employee working 3 shifts or less each week shall be supplied with one uniform per shift each week.

(5) A part time employee may work shifts additional to the rostered shifts at ordinary rates, subject only to the normal rostering parameters of a full time employee, where the employee has previously indicated a willingness to work extra shifts or where the extra shift was arranged prior to the completion of the
employee's previous shift. Provided that a part time employee shall not be required to work an extra shift.

32. - TEMPORARY EMPLOYEES

A temporary employee shall accrue and be paid all the benefits prescribed by this award from time worked as if the employee was permanently employed, notwithstanding breaks in employment, and shall be entitled to receive or give, as the case may be, one week's notice of termination of the contract of service, and shall either be paid or forfeit, as the case may be, one week's pay if the required notice is not given.

33. - REPRESENTATIVE INTERVIEWING EMPLOYEES

Consistent with the terms of the Labour Relations Legislation Amendment Act 1997 and S.23(3)(c)(iii) of the Industrial Relations Act a representative of the Union shall not exercise the rights under this clause with respect to entering any part of the premises of the employer unless the employer is the employer, or former employer of a member of the Union.

(1) An accredited representative of the Union shall be entitled to enter the business premises of the employer and interview an employee subject to the following:

   (a) on arrival at the workplace the union representative shall seek permission to enter the premises from the employer or his senior representative.

   (b) Agreement between the union representative and the employer shall be sought as to where and subject to what conditions the employee may be interviewed or work inspected.

(2) Failing agreement on the foregoing, the following shall apply:

On giving prior notice in writing or by telephone to the employer or his appointed representative, or failing that person being available, the most senior person in charge of the establishment, an accredited representative of the Union shall be entitled to enter the business premises of the employer to interview an employee during the recognised meal period at the place at which the meal is usually taken, provided that this right shall not be exercised without the consent of the employer more than once in any one week, however the employer does not have the right to refuse the first occasion in any one week provided prior notice has been given. If access has not been gained in accordance with the provisions of this clause then the union representative shall leave immediately upon a request from the employer or, his appointed representative or senior person in charge.

34. - WAGES

(1) The minimum weekly rate of wage payable to employees covered by this award shall be the Base Rate plus the Arbitrated Safety Net Adjustment (ASNA) Payment expressed hereunder:

<table>
<thead>
<tr>
<th>BaseRate$</th>
<th>Arbitrated Safety Net Adjustments$</th>
<th>Minimum Weekly Rate$</th>
</tr>
</thead>
</table>

HOSPITAL WORKER LEVEL 1:

Comprehends the following classes of work:

- Car Park Attendant
- Cleaner
- Dining Attendant
- Domestic Gardener (other)
- Ironer and Presser
- Kitchen Assistant
- Laundry Assistant
Orderly (other)
Pantry Assistant
Hotel Services Assistant
Yard Assistant
Ward Assistant
Maintenance Employee

1st year of employment: 369.80  203.00  572.80
2nd year of employment: 374.30  203.00  577.30
3rd year of employment and thereafter: 378.30  203.00  581.30

HOSPITAL WORKER LEVEL 2:
Comprehends the following classes of work:
Machinist
House Parent Gardener (only one employed)
Orderly (handling patients)
First Laundry Worker (where more than 1 employed)
Washing Machine Attendant

1st year of employment: 375.00  203.00  578.00
2nd year of employment: 379.80  203.00  582.80
3rd year of employment and thereafter: 384.10  203.00  587.10

HOSPITAL WORKER LEVEL 3:
Comprehends the following classes of work:
Shaving Orderly
Theatre Assistant
Security Attendant
Theatre Orderly
Call Room Orderly
Menu Assistant
Gardener (Herbicide and Propagator)
Machinist (who cuts and fits)
Boiler Firing Orderly
CSSD Assistant (1st year of employment)
TSSU Assistant (1st year of employment)
Maintenance Employee

1st year of employment: 383.80  203.00  586.80
2nd year of employment: 388.20  203.00  591.20
3rd year of employment and thereafter: 392.30  203.00  595.30

HOSPITAL WORKER LEVEL 4:
Comprehends the following classes of work:

**TSSU Assistant**  
(2nd, 3rd year of employment and thereafter rate)  
CSSD Assistant (2nd, 3rd year of employment and thereafter rate)  
Cook (other)

<table>
<thead>
<tr>
<th>Employment Period</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year of employment</td>
<td>389.00</td>
<td>203.00</td>
<td>592.00</td>
</tr>
<tr>
<td>2nd year of employment</td>
<td>393.60</td>
<td>203.00</td>
<td>596.60</td>
</tr>
<tr>
<td>3rd year of employment and thereafter</td>
<td>397.30</td>
<td>203.00</td>
<td>600.30</td>
</tr>
</tbody>
</table>

**HOSPITAL WORKER LEVEL 5:**

Comprehends the following classes of work:

Cook (only) one employed  
Storeperson Driver (under 3 tonnes)

<table>
<thead>
<tr>
<th>Employment Period</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year of employment</td>
<td>404.00</td>
<td>203.00</td>
<td>607.00</td>
</tr>
<tr>
<td>2nd year of employment</td>
<td>407.60</td>
<td>203.00</td>
<td>610.60</td>
</tr>
<tr>
<td>3rd year of employment and thereafter</td>
<td>411.30</td>
<td>203.00</td>
<td>614.30</td>
</tr>
</tbody>
</table>

**HOSPITAL WORKER LEVEL 6:**

Comprehends the following classes of work:

Driver (over 3 tonnes)  
Bus Driver (less than 25 passengers)  
Canteen Supervisor

<table>
<thead>
<tr>
<th>Employment Period</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year of employment</td>
<td>407.80</td>
<td>203.00</td>
<td>610.80</td>
</tr>
<tr>
<td>2nd year of employment</td>
<td>411.30</td>
<td>203.00</td>
<td>614.30</td>
</tr>
<tr>
<td>3rd year of employment and thereafter</td>
<td>414.80</td>
<td>203.00</td>
<td>617.80</td>
</tr>
</tbody>
</table>

**HOSPITAL WORKER LEVEL 7:**

Comprehends the following classes of work:

Bus Driver (over 25 passengers)  
Second Cooks

<table>
<thead>
<tr>
<th>Employment Period</th>
<th>Rate 1</th>
<th>Rate 2</th>
<th>Rate 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year of employment</td>
<td>417.30</td>
<td>205.00</td>
<td>622.30</td>
</tr>
<tr>
<td>2nd year of employment</td>
<td>422.20</td>
<td>205.00</td>
<td>627.20</td>
</tr>
<tr>
<td>3rd year of employment and thereafter</td>
<td>426.40</td>
<td>205.00</td>
<td>631.40</td>
</tr>
</tbody>
</table>
HOSPITAL WORKER LEVEL 8:

Comprehends the following classes of work:

Senior Food Service Attendant  
(Hospitals less than 100 beds)  
Deputy Head  
Orderly  
Machinist  
 Tradesperson Horticulturist  
First Cook (where more than one employed)

<table>
<thead>
<tr>
<th>Year</th>
<th>1st year of employment</th>
<th>2nd year of employment</th>
<th>3rd year of employment and thereafter</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>440.10</td>
<td>445.00</td>
<td>448.50</td>
</tr>
<tr>
<td></td>
<td>205.00</td>
<td>205.00</td>
<td>205.00</td>
</tr>
<tr>
<td></td>
<td>645.10</td>
<td>650.00</td>
<td>653.50</td>
</tr>
</tbody>
</table>

HOSPITAL WORKER LEVEL 9:

Comprehends the following classes of work:

Tradesperson Cook  
Senior Food Services Attendant  
(more than 100 beds)  
Head Gardener  
Catering Supervisor  
Laundry Supervisor  
Head Orderly  
Domestic Supervisor/Housekeeper  
Cleaning Services Supervisor  
Linen Services Supervisor

<table>
<thead>
<tr>
<th>Year</th>
<th>1st year of employment</th>
<th>2nd year of employment</th>
<th>3rd year of employment and thereafter</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>454.80</td>
<td>459.10</td>
<td>462.90</td>
</tr>
<tr>
<td></td>
<td>205.00</td>
<td>205.00</td>
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</tr>
<tr>
<td></td>
<td>659.80</td>
<td>664.10</td>
<td>665.90</td>
</tr>
</tbody>
</table>

HOSPITAL WORKER LEVEL 10:

Comprehends the following classes of work:

Chef

<table>
<thead>
<tr>
<th>Year</th>
<th>1st year of employment</th>
<th>2nd year of employment</th>
<th>3rd year of employment and thereafter</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>475.50</td>
<td>481.90</td>
<td>488.00</td>
</tr>
<tr>
<td></td>
<td>203.00</td>
<td>203.00</td>
<td>203.00</td>
</tr>
<tr>
<td></td>
<td>678.50</td>
<td>684.90</td>
<td>691.00</td>
</tr>
</tbody>
</table>
(2) (a) Play Supervisor (Lady Lawley Cottage)

<table>
<thead>
<tr>
<th></th>
<th>1st year of employment</th>
<th>2nd year of employment</th>
<th>3rd year of employment and thereafter</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>366.20</td>
<td>403.80</td>
<td>424.60</td>
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<tr>
<td></td>
<td>203.00</td>
<td>203.00</td>
<td>205.00</td>
</tr>
<tr>
<td></td>
<td>569.20</td>
<td>606.80</td>
<td>629.60</td>
</tr>
</tbody>
</table>

(b) Supervisor (Lady Lawley Cottage) 445.30 205.00 650.30

(3) Junior Hospital Employees

The minimum rate of wage payable to Junior Hospital Employees shall be the following percentage of the prescribed wage for an adult employee in her first year of employment doing the same class of work.

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>60</td>
</tr>
<tr>
<td>At 17 years of age</td>
<td>70</td>
</tr>
<tr>
<td>At 18 years of age</td>
<td>80</td>
</tr>
<tr>
<td>At 19 years of age</td>
<td>100</td>
</tr>
</tbody>
</table>

(4) General Conditions:

(a) The ordinary wages of any employee, placed in charge of three or more employees, shall be increased by $19.75 per week.

(b) Where the term "year of employment" is used in this clause, it shall mean all service whether full time or part time and regardless of the class of work with that employer.

Such service shall be calculated in periods of calendar years from the date of commencement of work with the employer and by automatic progression subject to satisfactory service.

Provided that in determining the rate of wage of an employee nineteen years of age and over, service prior to attaining the age of nineteen years shall not be counted in determining the total service of an employee for the purpose of this clause.

(c) A casual employee shall be paid a loading of twenty five percent over the rates specified in this clause.

(d) The hourly rate of wage for each employee shall be calculated by dividing the weekly rate herein expressed as follows:

(i) for an employee working an average of 38 hours per week by dividing the weekly rate herein expressed by 40; or

(ii) for an employee actually working 38 hours by dividing the weekly rate herein expressed by 38; or

(iii) for an employee employed in a classification prescribed in subclause (2) of this clause by dividing the weekly rate therein expressed by 37.5.

(5) 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.

35. - MINIMUM WAGE

(1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.

(2) The minimum adult award wage for full-time employees aged 21 or more is $528.40 per week payable on and from the first pay period on or after 1 July 2007.

(3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.

(4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.

(5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.

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

(7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.

(8) Subject to this clause the minimum adult award wage shall –

(a) Apply to all work in ordinary hours.

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

(9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2007 State Wage order. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(10) Adult Apprentices

(a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than $448.65 per week on and from the commencement of the first pay period on or after 1 July 2007 and $466.65 on and from the commencement of the first pay period on or after 1 September 2007.

(b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
(c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

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

36. - APPRENTICES

(1) Subject to the provisions of this clause the Apprenticeship Regulations, 1972, (hereinafter referred to as the "Apprenticeship Regulations" are incorporated in and form part of this Award.

(2) Apprentices may be taken to the trade of cooking.

(3) Apprentices may be taken in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) journeymen and shall not be taken in excess of that ratio unless -

(a) the union concerned so agrees; or

(b) the Commission so determines after receiving a report from the appropriate Apprenticeship Advisory Board; or

(c) The Commission so determines pursuant to regulation 39 of the Apprenticeship Regulations.

(4) Except as hereinafter provided every agreement of apprenticeship shall be for a period of four years unless, with the approval of the Commission, that period is reduced or deemed to have been commenced prior to the date of the agreement, provided that:

(a) Where the apprentice has completed the eleventh year of schooling and has obtained the High School Certificate or Junior Certificate of the Public Examinations Board or the Achievement Certificate from the Board of Secondary Education in such subjects as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, he may be allowed a credit to reduce the period to three and a half years; and

(b) Where the apprentice has completed the twelfth year of schooling and has obtained the the High School Certificate or Leaving Certificate of the Public Examinations Board in such subjects as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, he may be allowed a credit to reduce the period to three years.

(c) Apprentices registered on either four or three and a half year terms may on satisfactorily completing their Certificate of Trade Studies apply to the appropriate Apprenticeship Advisory Board for a reduction in their term of apprenticeship. The maximum reduction allowable shall be -

(i) twelve months in the case of apprentices registered on four year terms,

(ii) six months in the case of apprentices registered on three and a half year terms.

In no case shall reductions exceed the balance of term to be served.

(5) Where classes are provided by the Technical Education Division of the Education Department in the locality in which the apprentice is employed the hours of attendance at such classes shall be eight hours per week for three school years.

(6) Apprentices Wages: The weekly wage rate shall be a percentage of the Tradesman's Rate as under:

<table>
<thead>
<tr>
<th>Percentage of Tradesman's Weekly Rate%</th>
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<td>Percentage of Tradesman's Weekly Rate%</td>
</tr>
</tbody>
</table>
(a) Four Year Term -
First year 42
Second year 55
Third year 75
Fourth year 88

(b) Three and a Half Year Term -
First six months 42
Next year 55
Next following year 75
Final year 88

(c) Three Year Term -
First year 55
Second year 75
Third year 88

(d) For the purposes of this part "Tradesman's Rate" means the rate of wage payable to a
tradesman cook as provided in clause 34 - Wages of this award.

37. - MATERNITY LEAVE

(1) Eligibility for Maternity Leave

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

For the purposes of this clause:

(a) An employee shall include a part-time employee but shall not include an employee engaged
upon casual or seasonal work.

(b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

(a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken
period of from twelve 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) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give
notice in writing to her employer stating the presumed date of confinement.

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

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

(3) Transfer to a Safe Job

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

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

(4) Variation of Period of Maternity Leave

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

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

(5) Cancellation of Maternity Leave

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

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

(6) Special Maternity Leave and Sick Leave

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

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or

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

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

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

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

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

(7) Maternity Leave and Other Leave Entitlements

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

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

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

(8) Effect of Maternity Leave on Employment

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

(9) Termination of Employment

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

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

(10) Return to Work After Maternity Leave

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

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

(11) Replacement Employees

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

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

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

(d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
(e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the twelve months qualifying period.

(12) Effect of Maternity Leave on Accrued Day(s) Off

(a) When an employee proceeds on maternity leave there will be no accrual towards an Accrued Day(s) Off as prescribed in subclauses (1) and (2) of Clause 7. - Hours of this award.

(b) When an employee proceeds on maternity leave the employer may pay an employee the amount of hours accrued towards an Accrued Day(s) Off as prescribed in subclauses (1) and (2) of Clause 7. - Hours of this award.

(13) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of clause 2 of the Long Service Leave provisions published in Volume 66 of the Western Australian Industrial Gazette at pages 1-4, the entitlement to maternity leave as prescribed by this clause standing to the credit of the employee at the date of transmission from service with the transmitter shall stand to the credit of the employee at the commencement of service with the transmitee and may be claimed in accordance with the provisions of this clause.

38. - EFFECT OF 38 HOUR WEEK

(1) Termination

(a) An employee subject to the provisions of subclause (1) of Clause 7. - Hours of this award who has not taken any Accrued Day(s) Off accumulated during a work cycle in which employment is terminated, shall be paid the total of hours accumulated towards the Accrued Day(s) Off for which payment has not already been made.

(b) An employee who has taken any Accrued Day(s) off during a work cycle in which employment is terminated shall have the wages due on termination reduced by the total hours for which payment has already been made but for which the employee had no entitlement toward those Accrued Day(s) Off.

(2) Workers' Compensation

(a) 20 Day Work Cycle

(i) Where an employee is on workers' compensation for periods for less than one complete 20 day work cycle, such employee will accrue towards and be paid for the succeeding Accrued Day Off following such absence.

(ii) An employee will not accrue Accrued Day(s) Off for periods of workers' compensation where such period of leave exceeds one or more complete 20 day work cycle.

(iii) Where an employee is on workers' compensation for less than one complete 20 day work cycle and an Accrued Day Off falls within the period, the employee will not be re-rostered for an additional Accrued Day Off.

(b) 12 Months' Work Cycle

(i) Where an employee is on workers' compensation for periods for less than a total of 20 consecutive work days in a work cycle such employee will accrue towards and be paid for the succeeding Accrued Day(s) Off following such leave.

(ii) Where an employee is on workers' compensation for periods greater than a total of 20 consecutive days in a work cycle such employee will have the period of workers' compensation added to the work cycle.
Where an employee is on workers' compensation for greater than 20 consecutive work days and an Accrued Day Off as prescribed in subclause (1) of Clause 7. - Hours of this Award falls within the period the employee shall be re-rostered for another Accrued Day Off on completion of the 20 day work cycle following such absence.

(3) Leave Without Pay

An employee who is absent on any form of leave without pay shall not accumulate an entitlement to an Accrued Day Off for the period of such leave nor will the employee be entitled to an Accrued Day Off whilst on leave without pay.

(4) Pay Out of Entitlements

An employee whose hours are worked in accordance with Clause 7(1)(a) and who has accrued 12 Accrued Days Off, may by mutual written agreement be paid at the time of taking any annual leave, for any or all Accrued Day(s) Off then standing to the credit of that employee. Such payment will be in full discharge of any liability on the employer arising pursuant to Clause 7. - Hours of this award. An employee shall not otherwise be paid for Accrued Day(s) Off without actually taking them as days off.

39. - SPECIAL PROVISIONS - NULSEN HAVEN ASSOCIATION

The provisions of Part II of the Enrolled Nurses & Nursing Assistants (Private) Award No. 8 of 1978 shall apply to the employees covered by this award employed by the Nulsen Haven Association (Inc.), where those provisions conflict with the corresponding provisions of this award.

40. - LOCATION ALLOWANCES

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.

<table>
<thead>
<tr>
<th>TOWN</th>
<th>PER WEEK</th>
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<tbody>
<tr>
<td>Agnew</td>
<td>$18.10</td>
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<tr>
<td>Argyle</td>
<td>$47.80</td>
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<tr>
<td>Balladonia</td>
<td>$18.30</td>
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<tr>
<td>Barrow Island</td>
<td>$31.10</td>
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<tr>
<td>Boulder</td>
<td>$7.60</td>
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<tr>
<td>Broome</td>
<td>$29.00</td>
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<tr>
<td>Bullfinch</td>
<td>$8.50</td>
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<tr>
<td>Carnarvon</td>
<td>$14.80</td>
</tr>
<tr>
<td>Cockatoo Island</td>
<td>$31.80</td>
</tr>
<tr>
<td>Coolgardie</td>
<td>$7.60</td>
</tr>
<tr>
<td>Cue</td>
<td>$18.50</td>
</tr>
<tr>
<td>Dampier</td>
<td>$25.20</td>
</tr>
<tr>
<td>Denham</td>
<td>$14.80</td>
</tr>
<tr>
<td>Derby</td>
<td>$30.10</td>
</tr>
<tr>
<td>Esperance</td>
<td>$5.40</td>
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<tr>
<td>Eucla</td>
<td>$20.30</td>
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<tr>
<td>Exmouth</td>
<td>$26.30</td>
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<tr>
<td>Fitzroy Crossing</td>
<td>$36.50</td>
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<tr>
<td>Goldsworthy</td>
<td>$16.00</td>
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<tr>
<td>Halls Creek</td>
<td>$41.90</td>
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<tr>
<td>Kalbarri</td>
<td>$6.30</td>
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<tr>
<td>Kalgoorlie</td>
<td>$7.60</td>
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<tr>
<td>Kambalda</td>
<td>$7.60</td>
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</tbody>
</table>
Karratha $30.10
Koolan Island $31.80
Koolyanobbing $8.50
Kununurra $47.80
Laverton $18.40
Learmonth $26.30
Leinster $18.10
Leonora $18.40
Madura $19.30
Marble Bar $46.00
Meekatharra $15.90
Mount Magnet $19.90
Mundrabilla $19.80
Newman $17.40
Norseman $15.70
Nullagine $45.90
Onslow $31.10
Pannawonica $23.50
Paraburdoo $23.40
Port Hedland $25.00
Ravensthorpe $9.60
Roebourne $34.60
Sandstone $18.10
Shark Bay $14.80
Shay Gap $16.00
Southern Cross $8.50
Telfer $42.50
Teutonic Bore $18.10
Tom Price $23.40
Whim Creek $29.80
Wickham $28.90
Wiluna $18.40
Wittenoom $40.70
Wyndham $45.00

(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

(b) 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 66 2/3 per cent of the allowances prescribed in subclause (1) of this clause.

(4) 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.

41. - DELETED

42. - DISPUTE SETTLEMENT PROCEDURES

Subject to the provisions of the Industrial Relations Act 1979 (as amended) any grievance, complaint or dispute, or any matter raised by the Union or a respondent and employees, shall be settled in accordance with the procedure outlined in this clause.

These procedures have been developed by agreement between the parties. The Union recognises the right and responsibility of Private Health Employers to provide uninterrupted and efficient services to the Community. The employer recognises the rights and responsibilities of the Union to represent its members in compliance with its rules.

The procedure is also intended to provide effective and speedy means for resolution of employee difficulties and problems.

Depending on the issues involved, the size of the organisation and the union membership of the employees concerned, a procedure involving the following stages of discussion shall apply. These are:

(a) discussions between the employee/s concerned and the immediate supervisors;
(b) discussions involving the employee/s concerned, (and an elected on site union representative if requested), the employer representative or senior officer;

(c) senior officer to resolve issue, if unable to refer to Senior Management. Employee may notify Union at this stage if desired;

(d) discussions involving union officials and/or site union representatives and senior management representative(s).

(5) Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised.

(6) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved the parties may jointly or individually refer the matter to the Western Australian Industrial Relations Commission for assistance in resolving the dispute.

(7) Where the employer seeks to discipline an employee, or terminate an employee the following steps shall be observed:

(a) In the event that an employee commits a misdemeanour, the employee's immediate supervisory or any other staff member so authorised, may exercise the employer's right to reprimand the employee so that the employee understands the nature and implications of their conduct.

(b) The first two reprimands shall take the form of warnings and, if given verbally, shall be confirmed in writing as soon as practicable after the giving of the reprimand.

(c) Should it be necessary, for any reason, to reprimand an employee three times in a period not exceeding twelve months continuous service, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with the provisions of this award.

(d) The status quo (i.e. the conditions applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

(8) In resolving issues of an industry wide nature discussions which may be initiated at the level specified in 4(d) above between the appropriate Union official and the Employer, shall then be referred to the Health Care Management Committee of the Confederation of W.A. Industry by either or both parties.

(9) For the purposes of this procedure:

"employer" means the relevant officer nominated at each work site.

"senior officer" means an officer nominated by management.

"industry wide issues" include issues affecting more than one work site or claims seeking variations to an award.

"work site" means as agreed between the parties.

(10) The parties to this award are committed to implementing a new wage and classification structure.

To allow this to occur in an orderly and efficient manner the parties agree that when the award is varied to insert a new wage and classification structure, the disputes settling procedure clause will be varied to provide a mechanism for dealing with claims by existing employees on the appropriateness of their classification in the new structure.

(11) The parties acknowledge that this procedure formed part of the package which justified the payment of the increases available under the Structural Efficiency Principle.
Accordingly, the parties agree that if either party is of the view that the other party is in breach of this procedure, the matter will be referred to the Western Australian Industrial Relations Commission for it to determine:

(a) whether a breach of the procedure has occurred; and

(b) subject to 12(a) above, the appropriateness of the continued provision of the benefits provided under the Structural Efficiency Principle or any other action considered appropriate by the Western Australian Industrial Relations Commission.

43. - INTRODUCTION TO CHANGE

(1) Where an employer has made a definite decision to introduce major changes that are likely to have significant effects on employees, the employer shall notify employees who may be affected, and their Union.

(2) As soon as practicable the employer shall enter into discussions with employees on issues involved in the changes.

(3) The employer shall discuss with the Union any matters raised in relations to the changes.

44. - STRUCTURAL EFFICIENCY IMPLEMENTATION TASKS

(1) The parties to this award are committed to co-operating positively to increasing efficiency and quality of care in the industry and to enhancing the career opportunities and job security in the industry in accordance with the structural efficiency principle outlined in the Commission in Court Session Decision in Matter No. 704 of 1991.

(2) At the private health industry level a formal consultative mechanism between representatives of the employers and representatives of the Union shall be established to consider measures raised by the employers or Union that are consistent with the objectives of subclause (1) of this clause.

(3) The Industry Consultative Committee referred to in subclause (2) of this clause shall determine its own procedures and terms of reference and will meet within two months of this clause being ratified by the Western Australian Industrial Relations Commission.

(4) The Industry Consultative Committee will meet at least six times per year and more often where agreed between the parties.

(5) The Industry Consultative Committee shall give priority to the following issues:
   • the implementation of a new wage and classification structure;
   • an examination of skills in the industry;
   • minimum rates adjustments; and
   • the drafting of an appropriate award clause on enterprise consultation, as soon as reasonably practicable, and consistent with the relevant State Wage Principles.

(6) Nothing in this clause shall limit the rights of any of the parties to the award to conciliation and/or arbitration in the Western Australian Industrial Relations Commission.

45. - ENTERPRISE FLEXIBILITY PROVISIONS

1. This clause provides a mechanism to develop an enterprise specific agreement which, subject to the Commission’s approval, may vary the terms of the award.
2. Any enterprise specific agreement must be genuinely supported by the majority of employees affected and be agreed between the employer and the Union.

3. The following steps shall be followed at the enterprise:-

   (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.

       (i) the employees who would be affected by the change; and

       (ii) the employer; and

       (iii) the Union.

   (b) where the discussions referred to above result in a proposal to vary the award under this clause, the proposal shall be reduced to writing and circulated for consultation to the employer, the Union and all employees affected.

   (c) any proposal made under this clause must meet the following requirements:-

       (i) the majority of employees affected must genuinely agree to the change; and

       (ii) the employees, the employer and the Union must have been involved in establishing the proposal; and

       (iii) no employee shall lose any existing entitlement to earnings for working ordinary hours of work as a result of the implementation of the proposal, provided that the parties may agree on terms and conditions in the aggregate no less favourable to the employees.

4. Where the process in subclause (3) results in an agreement requiring a variation to the award, either the employer, the Union or both shall apply to the Commission under Section 40 of the Industrial Relations Act 1979 (as amended) to have the agreement approved as an award variation affecting the particular enterprise.

5. Nothing in this clause shall prevent the parties, or any of them, from applying to register an Industrial Agreement under Section 41 of the Industrial Relations Act 1979 (as amended).
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 - PARTIES TO THE AWARD

The following organisation is a party to this award:

Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch.
St. John of God Hospital
Cambridge Street
SUBIACO WA 6008

Annesley Private Hospital (No longer in operation)

Brentwood Private Hospital
53 Wasley Street
NORTH PERTH WA 6006

Carinya Nursing Home
41 Bristol Avenue
BICTON WA 6157

Charles Jenkins Hospital
Almond Drive
BENTLEY WA 6102

Braemar Presbyterian Home for the Aged
214 Canning Highway
EAST FREMANTLE WA 6158

Braille Society for the Blind
61 Kitchener Avenue
VICTORIA PARK WA 6100

Avro Hospital (No longer in operation)

Bethesda Hospital
25 Queenslea Drive
CLAREMONT WA 6010

South Perth Community Hospital
South Terrace
COMO WA 6152
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

Private Hospitals Employees' Award, 1972 Award No. 27 of 1971.

Delivered 01/01/73 at 52 WAIG 1194.
Section 93(6) Consolidation 20/07/83 at 63 WAIG 1661.
Section 93(6) Consolidation 14/03/90 at 70 WAIG 1235.
Section 93(6) Consolidation 26/10/94 at 74 WAIG 2829.

<table>
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<th>Order No.</th>
<th>Operative Date</th>
<th>Gazette Reference</th>
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1. Title

(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  | 07/08/96 | 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 1843 |

2. Arrangement

| Ins 41.,42.,43. | 176/90(R2) | 12/04/90 | 70 WAIG 2801 |
| Ins. 1A        | 1752/91    | 31/01/92 | 72 WAIG 191 |
| Del. 2A.; Ins. 44. | 1418/91 | 01/01/92 | 72 WAIG 1547 |
| Del. Sch Resp., Ins. Sch A & Sch. B | 593/93 | 04/05/93 | 73 WAIG 1668 |
| 1A. Title      | 1457/93    | 24/12/93 | 74 WAIG 198 |
| 1A. Title      | 985/94     | 30/12/94 | 75 WAIG 23 |
| Ins. 45        | 1146/94    | 01/09/95 | 75 WAIG 2815 |
| 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 789 |
| 1A. Title      | 915/96     | 07/08/96 | 76 WAIG 3368 |
| 1A            | 940/97     | 14/11/97 | 77 WAIG 3177 |
| 41. Title      | 2053(2)/97 | 22/11/97 | 77 WAIG 3171 |
| 1A. Title      | 757/98     | 12/06/98 | 78 WAIG 2579 |
| Del. 1A        | 609/99     | 06/07/99 | 79 WAIG 1843 |

(2A. State Wage Principles - September 1989)

| Del. cl. | 1418/91 | 01/01/92 | 72 WAIG 1547 |

3. Scope

4. Area

5. Term

6. Definitions
7. Hours

Ins.(1); (2) & (11); re numb.

remaining cl's.

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(3) preamble

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15. Annual Leave
16. Public Holidays

17. Compassionate Leave

18. Payment for Sickness

19. Uniforms
   (2) rate 1490/89 18/10/91 71 WAIG 3274
   (2) rate 1343(A)/96 12/11/96 77 WAIG 779

20. Laundry
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   (2) 978/02 28/01/03 83 WAIG 802
   (2) 632/03 11/3/05 85 WAIG 1212
   (2) 106/06 05/02/07 87 WAIG 215

21. Accommodation

22. Payment of Wages

23. Calculation of Penalties

24. Contract of Service
   Cl. 176/90(R2) 12/04/90 70 WAIG 2801
   Ins. (7) 1418/91 01/01/92 72 WAIG 1547

25. Higher Duties

26. Deductions for Lodging
   (EDIT NOTE: The last figures listed in Order 624/84 at 65 WAIG page 1755 are the only ones on File up to the present time. In (2)(a) and (2)(b) of this Order the rates are to be updated with each State Wage Case Increase, rounded to the nearest ten cents.)

27. Long Service Leave

28. No Reduction

29. Notices

30. Under Rate Employees

31. Part Time Employees

32. Temporary Employees

33. Representative Interviewing Employees
   Ins. Text 2053(1)/97 22/11/97 77 WAIG 3138

34. Wages
   (1),(2)&(4)(d) 176/90(R2) 12/04/90 70 WAIG 2801
   Cl. 1418/91 01/01/92 72 WAIG 1547
   Ins. "Ward Asst." 1301/91 01/01/92 73 WAIG 3441
   Level 1
   Cl. 1301/91 26/07/94 74 WAIG 2713
   (1) & (2); ins. (5) 1146/94 01/09/95 75 WAIG 2815
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36. Apprentices

37. Maternity Leave

38. Effect of 38 Hour Week


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Cl. 570/03 01/07/03 83 WAIG 1657
Cl. 696/04 1/07/04 84 WAIG 2145
Cl. 458/05 07/07/05 85 WAIG 1893
Cl. 59/06 01/07/06 86 WAIG 1471
Cl. 53/07 01/07/07 87 WAIG 2435

(41. Payroll Deduction of Union Dues)
Ins. cl. 176/90(R2) 12/04/90 70 WAIG 2801
Cl & Title 2053(2)/97 22/11/97 77 WAIG 3171

41. Deleted

42. Dispute Settlement Procedures
Ins. cl. 176/90(R2) 12/04/90 70 WAIG 2801

43. Introduction to Change
Ins. cl. 176/90(R2) 12/04/90 70 WAIG 2801

44. Structural Efficiency Implementation Tasks
Ins. cl. 1418/91 01/01/92 72 WAIG 1547

45. Enterprise Flexibility Provisions
Ins. cl. 1146/94 01/09/95 75 WAIG 2815
Cl. 1172, 1173, 1174, 1175, 1176, 1177 and 1183/95 20/07/98 76 WAIG 1658

Appendix - Resolution of Disputes Requirements
Ins. appendix 693/96 16/07/96 76 WAIG 2768
Ins Text 2053/97 2053/97 77 WAIG 3079

Schedule A - Parties to the Award
Ins. sched. 593/93 04/05/93 73 WAIG 1668
Text 878/99 27/08/99 79 WAIG 3049
Sch. 699/00 16/11/00 80 WAIG 5605

(Schedule of Respondents)
Rename sch. 593/93 04/05/93 73 WAIG 1668

Schedule B - Respondents

Appendix - S.49B - Inspection of Records Requirements
Ins. appendix 694/96 16/07/96 76 WAIG 2789
(1) ins. Text 2053/97 22/11/97 77 WAIG 3138
App. 491/98 16/04/98 78 WAIG 1471