Attachment 1

1. TITLE

1.1. This agreement shall be known as the [Health Service Name] Aboriginal & Ethnic Health Workers Agreement 2001

2. ARRANGEMENT

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Schedule A – Travelling, Transfer and Relieving Allowance
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3. AREA, INCIDENCE AND PARTIES BOUND

3.1. This Agreement is between the Australian Liquor, Hospitality and Miscellaneous Workers Union and the [Name of Health Service], (“the parties”) in relation to
employees engaged in health services in classifications in the Health Workers – Community and Child Health Services (Interim) Award 1996.

4. DATE AND PERIOD OF OPERATION

4.1 This agreement shall take effect from the beginning of the first pay period commencing on or after the date of registration and expire on 1 April 2003.

4.2 The parties agree to commence negotiations for a new agreement six months before the expiry of this Agreement.

5. EFFECT OF AUSTRALIAN WORKPLACE AGREEMENTS

5.1. All employees and prospective employees shall be entitled to freely make an informed choice between employment under the terms of this Certified Agreement and employment under an Australian Workplace Agreement pursuant to this clause.

5.2. Provided that the requirements of this clause are satisfied, this Certified Agreement shall not be binding on any employee who freely made an informed choice to become a party to an Australian Workplace Agreement or on the employer in respect to that employee.

5.3. The employer shall not make any offer of employment, engagement, promotion and/or transfer conditional upon any person entering into an Australian Workplace Agreement. To avoid doubt and to enhance the practical application of this provision, all prospective employees shall commence employment under the same terms of this Certified Agreement and thereafter may be offered an Australian Workplace Agreement.

5.4. Any Australian Workplace Agreement offered shall include a provision enabling either the employer or the employee to terminate the Australian Workplace Agreement after its nominal expiry date by filing a termination at the end of the day on which an approval notice is issued by the Employment Advocate.

5.5. Without limiting the ordinary meaning of the term “informed choice”, for the purposes of this clause an employee shall, at the time of the offer of an Australian Workplace Agreement is made and as a minimum, be provided with the following:

(a) a copy of the proposed Australian Workplace Agreement and this Certified Agreement; and

(b) an explanation, in terms settled from time to time by the Commission, in appropriate language about the differences in working conditions and entitlements between this Certified Agreement and the proposed Australian Workplace Agreement; and

(c) a reasonable opportunity to obtain advice from the union or other party of their choice and to ask questions of the employer about the proposed Australian Workplace Agreement; and
5.6. Any dispute concerning the effect of this clause may be dealt with in accordance with clause 24 – Dispute Settlement Procedure of this Agreement.

5.7. Any dispute regarding the operation of this clause may be referred by either party to the Commission. The Commission may, in settlement of such a dispute, vary this clause during the term of this Certified Agreement consistent with the Recommendations by Consent (C No 61000 of 1999).

6. RELATIONSHIP TO PARENT AWARDS

6.1. This agreement shall be read and interpreted in conjunction with the following awards and the Memorandum of Agreement appended to the [Name of Health Service] (Australian Liquor, Hospitality and Miscellaneous Workers Union) Certified Agreement 1999 providing that to the extent of any consistencies, this Agreement shall prevail:

(a) Health Workers Community and Child Health Services Award 2000

(b) Western Australian Government/Australian Liquor, Hospitality and Miscellaneous Workers Union Redeployment, Retraining and Redundancy (Interim) Award, 1994 (as amended or replaced).

7. AIMS OF THE AGREEMENT

7.1. The aim of this Agreement is to improve the health care provided to Aboriginal people by the Government Health Industry through:

(a) The recognition of the valuable role undertaken by Aboriginal Health Workers and their important contribution to the provision of culturally safe health services to Aboriginal people;

(b) The implementation of employment strategies and conditions which support Health Workers in the effective provision of health services;

(c) Ensuring services provided by Aboriginal Health Workers provide more effective outcomes which is the best possible health care to Aboriginal people with resources available;

(d) The identification of opportunities to maximise the role of Aboriginal Health Workers within the Government Health Industry;

(e) The implementation of strategies that encourage greater employment of Health Workers in support of the objectives of health care as defined in the Western Australian Aboriginal Health Strategy;
(f) The appropriate recognition of remuneration and competency levels within a career structure;

(g) The due and proper recognition of cultural and spiritual beliefs of Aboriginal and other Ethnic persons who are employed by the Government Health Industry in accordance with the terms and conditions contained in this Agreement;

(h) The commitment and involvement of the union, the health service and Aboriginal Health Workers in achieving the objectives of this Agreement.

8. PRODUCTIVITY

8.1. The parties are committed to implementing strategies which recognise and achieve productivity improvements and generate savings for the Health Service as outlined in this Clause.

8.2. Proficient use of H Care system or any alternative system preferred by the Health Service for recording occasions of service through:

   (a) Provision by Health Services of appropriate training/education courses;

   (b) Increased usage of the recording system for community health interventions;

   (c) Establishing accurate information regarding care provided by Health Workers to the community.

8.3 Communication of service programs and priorities to Health Workers so that Health Workers have a better knowledge of agreed target outcomes for these areas.

8.4 The introduction of a Traineeship as defined in Clause 9.

8.5 Development of a multidisciplinary team approach to create more effective outcomes for Aboriginal people.

8.6 As an interim measure, Health Worker practices will be managed and incorporated into Health Service Clinical Risk Management practices.

8.7 The Commissioner of Health will commence a process for the development of provisions for remote area dispensing and administration by accredited clinical Aboriginal Health Workers of certain medications restricted under the Poisons Act.

8.8 The Commissioner of Health will commence a process for the development and agreement of standing orders to be used for particular conditions in all areas with appropriate supporting legislation.

8.9 The processes set out in Clauses 8.7 and 8.8 above will be subject to consultation with the Union and Aboriginal Health Workers.

9. TRAINEESHIP
9.1 In the life of this Agreement the parties will establish and implement a two tiered training program. The training program will include a Traineeship in Aboriginal Health. At the conclusion of the Traineeship, the trainees will be provided with a further period of on and off the job training to achieve a qualification at certificate level 4 as required for appointment as a level 2 Aboriginal Health Worker. The training program will be developed in consultation with the Implementation Committee as referred to in Clause 26 – Implementation Committee and in accordance with the following criteria:

(a) Consultation will take place with Health Workers during the development of the Traineeship. A consultative process will be undertaken within the first 12 months of this Agreement.

(b) The Traineeship will be delivered by preferred Registered Training Organisations in the vocational education and training (VET) sector within National Training and Competition Policies. The training will be flexible in delivery, culturally appropriate and meet national competencies.

(c) The delivery of the on-the-job training component of any Traineeship will have resource implications for the health service. Arrangements will be developed by the parties to ensure adequate additional support is in place to deliver the on-the-job component. Proposed arrangements will be developed by the parties within the first 12 months of this Agreement.

(d) Trainees will be paid 80% of the level 1 wage rate whilst undergoing the Traineeship and 100% of the level 1 wage rate for any further period of training prior to becoming a fully qualified Aboriginal Health Worker in accordance with Clause 22 – Wages.

10. HOURS

10.1 Where, by agreement between the employer and an Health Worker, the Health Worker is employed as an additional member of the hospital team to provide Aboriginal Health Work services within a hospital setting and is rostered to work shifts, the provisions of Clause 11 – Shift Work will apply.

10.2 Subject to this Clause, Health Workers may accrue days off in accordance with Clause 10 of the Award. The inclusion of this Clause shall not be taken of itself to imply that there is any grounds for diminishing Health Workers’ entitlements to accrued days off.

10.3 Accrued days off may be accumulated, provided that where a Health Worker has accumulated 11 or more days off, the employer may direct the Health Worker in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must not give less than:

(a) Twenty four (24) hours notice to the Health Worker where one (1) accrued day off is to be taken;
(b) Two (2) weeks notice is given to the Health Worker where two (2) or more accrued days off are to be taken consecutively.

10.4 Accrued days off can be taken at any time where agreed to by the employer and Health Worker.

11. SHIFT WORK

11.1. This clause will apply in the circumstances set out in Clause 10.1 only.

Afternoon/Night Shifts

11.2. A Health Worker who works a complete rostered afternoon shift commencing not earlier than 12 noon and finishing after 6 PM on week days shall receive a loading on the ordinary rates of pay of 12.5%. This loading does not apply where a Health Worker commences his/her ordinary hours of work on any week day after 12 noon and completes those hours before 6pm on that day.

11.3. A Health Worker who works a complete rostered night shift between the hours of 6pm and 7.30 am on a week day shall receive a loading on the ordinary rates of pay of 15%.

Weekend Work

11.4. A Health Worker rostered to work ordinary hours between midnight Friday and midnight on the following Saturday shall be paid a loading of 50% on actual hours worked during this period.

11.5. A Health Worker rostered to work ordinary hours between midnight Saturday and midnight on the following Sunday shall be paid a loading of 75% on actual hours worked during this period.

11.6. These rates shall be in substitution for and not cumulative on the rates prescribed for afternoon and night shifts.

11.7. Where a Health Worker’s rostered hours of duty in any day are extended by an early start or a late finish the afternoon/night shift work or weekend rates as the case may be shall be paid for such additional time in addition to any overtime payable under Clause 11 of the Award.

11.8. Where a Health Worker who is regularly rostered to work day duty Monday to Friday is required to work on a Sunday she/he shall be paid at the rate of double time for all time worked on the Sunday.

Public Holidays

11.9. Where a Health Worker is rostered for duty on a public holiday which is not in excess of prescribed hours of duty, the Health Worker shall, by agreement between employer and Health Worker, be entitled to one of the following:
(a) ordinary rates of pay and public holiday penalty rate calculated at 150% of the ordinary rate of pay for the actual hours or part thereof worked on the holiday; or

(b) ordinary rates of pay and public holiday penalty rate calculated at 50% of the ordinary rates of pay for actual hours or part thereof worked and in addition to observe a day nominated by the Health Worker (as a single day or multiples thereof or as a day(s) added to annual leave) within the operational needs of the Health Care Site.

11.10 Where a public holiday falls on a day on which a full time health Worker is rostered off duty the Health Worker shall be entitled to an additional day’s pay at ordinary rates.

11.11 Where a public holiday falls on a day on which a part time Health Worker is rostered off duty the Health Worker shall be entitled to an additional day’s pay at ordinary rates on a proportionate basis according to the ratio that the Health Workers hours bear to full time hours during the roster/accrual period during which the public holiday falls.

12. REMOTE AREA CONDITIONS

Definition of Remote Area

12.1 For the purposes of this Agreement, a Remote Area is defined as a place that is characterised as having very restricted/very little accessibility of goods, services and opportunity for relevant health professional interaction. Key considerations include lack of access to a resident medical practitioner and restrictions in access to medical practitioners and other relevant medical professionals and other services at other locations.

12.2 For the purposes of this Clause, the following health care sites are determined to be located in Remote Areas:

- Burringurrah
- Coomana
- Gibb River Mobile
- Kalumbaru
- Loombadine
- Looma
- Nookenbah
- One Arm Point
- Oombulgurri
- Tjuntjunjarra
- Wangkatjunka
- Warmun
- Yandeyarra

12.3 The Parties shall from time to time determine and at least once during the term of this Agreement review the approved list of Remote Areas for Aboriginal Health Worker services.
Availability Allowance

12.4 Remote Area Health Workers shall be paid $1.08 per hour as an availability allowance outside ordinary or overtime hours actually worked:

(a) where there is only one Health Worker at the health care site;

(b) where there is more than one Health Worker at the health care site then the Worker available to work shall receive the allowance; or

(c) where health service provision requires that two or more Health Workers be available and such is directed by the employer, each Health Worker available to work will receive the availability allowance.

12.5 The amount paid as the availability allowance under this Agreement shall be linked directly to the dollar amount prescribed from time to time in Clause (d) of Appendix 4 – Remote Area Nurses, of the Nurses’ (ANF – WA Public Sector) Award 1994.

Respite Leave

12.6 Respite Leave is designed to compensate the Remote Area Health Workers for long periods of being continuously available and shall be used as recreation leave only. A Remote Area Health Worker shall not be required to use Respite Leave for staff development purposes.

12.7 Health Workers shall be entitled to one week’s Respite Leave after the completion of each twelve weeks in a Remote Area.

12.8 For each period of Respite Leave, the Health Worker shall, if required, be provided with travel into and out of the Remote Area to the nearest airport serviced by a scheduled passenger service.

12.9 The provisions of Clause 15 – Travelling, Relieving and Transfer Allowance do not apply to travel undertaken as part of Respite Leave.

12.10 Respite Leave shall not accrue on a pro rata basis and does not accrue from year to year.

12.11 Respite Leave is not subject to Public Service Portability policies and may not be transferred between Health Industry employers.

12.12 This clause shall not apply to Health Workers who undertake periods of relief in Remote Areas, where their period of continuous relief in Remote Areas does not exceed 13 weeks.

13. STAFF DEVELOPMENT

Education/Training
13.1. A Health Worker may be granted time off for study purposes in accordance with standard public sector guidelines as determined from time to time.

Training

13.2. A Health Worker may receive up to two weeks paid leave for the purposes of in-service training, of which at least one week shall be in a major centre (in one block or across a number of shorter sessions) with access to staff development courses and/or staff development resources. In-service training will be provided in:

(a) Induction/Orientation into the Health Service.

(b) Information Technology where access to Information Technology is available at the worksite.

(c) Grievance/dispute resolution.

(d) Occupational Safety and Health.

13.3. Leave under this Clause may encompass education/training in a number of areas including diet and nutrition; ear conditions and hearing; maternal and child health; aged care; dental care; diabetes; substance abuse/addiction; mental health; disabled care; renal dialysis; child care; men’s health; women’s health; sexual health and sexually transmitted diseases; mental health; counselling; youth issues; cultural security; cross cultural training; financial management; program and funding guidelines; health planning; health management and administration; health records and reporting.

13.4. Leave under this Clause may also cover attendance at work related conferences.

13.5. Leave under this Clause is designed to enhance the Health Worker’s knowledge and skills to help meet the health service objectives in the delivery of health services to Aboriginal people.

13.6. Leave will be approved by the Health Service Manager or the person at the Health Service delegated to approve such leave giving consideration to the needs of the Health Service, to the benefits it provides in the provision of health services to Aboriginal people and to the objective of providing greater career progression opportunities for Aboriginal Health Workers.

13.7. Any dispute with respect to the implementation of this Clause will be dealt with through the Dispute Resolution Procedure.

14. LANGUAGE ALLOWANCE

14.1. A Health Worker shall be paid a language allowance where they are required as part of their duties to use one or more Aboriginal or Torres Strait Islander languages in addition to English to perform those duties.

19 December 2000
14.2. The Health Service may consult with the Co-ordinator, Aboriginal Health Work at the Office of Aboriginal Health when considering whether a Health Worker qualifies for the allowance.

14.3. Where the Health Service still remains uncertain, it may require the Health Worker to undergo an assessment by the local Aboriginal Language Centre to establish their proficiency in the required language/languages. Where such an assessment is required, this will be undertaken at a time mutually convenient to both Health Worker and employer. The Health Service will bear the cost of the assessment.

14.4. Health Workers will be paid the allowance with effect from the first pay period after agreement has been reached with the employer that the criteria has been met following the registration of this Agreement.

14.5. The language allowance shall be $0.53 per hour worked, to be paid fortnightly.

14.6. The language allowance is not payable during any period of paid or unpaid leave.

15. TRAVELLING, TRANSFER AND RELIEVING ALLOWANCES

Travel

15.1. This section applies where a Health Worker travels on official business.

Trips Necessitating an Overnight Stay

15.2. Where all accommodation and meals are supplied free of charge Health Workers will be reimbursed to meet incidental expenses in accordance with Column A, items (1), (2) or (3) of Schedule A.

15.3. Where accommodation only is supplied free of charge, Health Workers will be reimbursed to meet incidental expenses and meals expenses in accordance with Column A, items (1) to (2) or (3) and items (12) or (13) or (14) of Schedule A. Expenses can only be claimed for meals actually purchased.

15.4. Where no accommodation or meals are supplied Health Workers will be reimbursed to meet accommodation and other expenses in accordance with Column A Items (4) to (8) or items (9), (10) or (11) of Schedule A as appropriate.

15.5. Reimbursement for travel spanning part of a day will be calculated in accordance with the following:

<table>
<thead>
<tr>
<th>Departure from usual place of work</th>
<th>before 8am</th>
<th>100%</th>
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<tbody>
<tr>
<td></td>
<td>8am to 12.59 PM</td>
<td>90%</td>
</tr>
<tr>
<td></td>
<td>1pm to 5.59pm</td>
<td>75%</td>
</tr>
<tr>
<td></td>
<td>After 6 PM</td>
<td>50%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Arrival at usual place of work</th>
<th>8am to 12.59pm</th>
<th>10%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1pm to 5.59pm</td>
<td>25%</td>
</tr>
<tr>
<td></td>
<td>6pm to 10.59pm</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>11pm onwards</td>
<td>100%</td>
</tr>
</tbody>
</table>
15.6. In addition to the above, a Health Worker shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of satisfactory receipts.

Trips not necessitating an overnight stay

15.7. Where a Health Worker travels to a place outside a radius of fifty (50) kilometres measured from their usual place of work and depart from their usual place of work before 8am and arrive back after 11pm on the same day, expenses will be reimbursed in accordance with Column A, items (4) to (8) of Schedule A. Otherwise, the Health Worker will be reimbursed for meals only as prescribed in Column A, items (12) or (13) of Schedule A.

General Matters

15.8. Where it is agreed by the Health Service General Manager that reimbursement in accordance with the above does not cover a Health Worker’s reasonable expenses, the Health Worker shall be reimbursed the excess expenditure on the production of satisfactory receipts.

15.9. Where a Health Worker necessarily engages reasonable accommodation for the night prior to commencing travel, the actual cost of the accommodation will be reimbursed.

15.10. Where a Health Worker becomes ill whilst travelling and leave for the period of illness is approved by the employer, reimbursement of expenses will continue provided expenses continue to be incurred.

15.11. A Health Worker travelling on duty within a radius of fifty (50) kilometres from their usual place of work and absent from their usual place of work over the midday meal period shall be paid in accordance with item (17) of Schedule A for each meal necessarily purchased provided that the travelling is not a normal feature in the performance of their duties and is not within the suburb in which the Health Worker resides. Total reimbursement under this clause for any one pay period must not exceed the amount prescribed in item (18) of Schedule A.

15.12. Claims for travel in excess of 14 days in one month must be endorsed by the Health Service General Manager prior to payment.

Transfer

15.13. This section applies where a Health Worker is transferred to a new locality through promotion or for other reasons. In these circumstances a Health Worker shall be paid in accordance with Column A, items (4), (5) or (6) of Schedule A for a period of 14 days after arrival at the new place of work subject to the Health Worker certifying that permanent accommodation has not been arranged or is not available from the date of transfer.
15.14. Where permanent accommodation is arranged or becomes available within the prescribed allowance period, the Health Worker will refund the pro rata amount of the allowance.

15.15. Where a Health Worker is required to travel on official business within the 14 day period, this period will be extended by the time spend travelling. However, under no circumstances will allowances in respect of Transfer and Travelling expenses be paid for the same period.

15.16. Where a Health Worker is unable to obtain reasonable accommodation within the prescribed period and the Health Service General Manager is satisfied that the Health Worker has taken all possible steps, the Health Worker will be paid allowances set out in Column B, items (4), (5), (6), (7) or (8) of Schedule A as appropriate until they secure reasonable accommodation up to a maximum of 77 days. Payment outside this period must be approved by the Health Service General Manager.

15.17. Where it can be shown that the transfer allowances payable are insufficient to meet reasonable additional costs incurred by a Health Worker, an appropriate rate shall be determined by the Health Service General Manager.

15.18. A Health Worker who is transferred to departmental accommodation shall not be entitled to reimbursement under this clause unless entry into the accommodation is delayed through circumstances beyond the Health Workers control. In these circumstances the Health Worker will be reimbursed actual reasonable accommodation and meals expenses on the production of receipts for themselves and dependents less a deduction for normal living expenses prescribed in Column A, Items (15) and (16) of Schedule A.

Relieving

15.19. This section applies where a Health Worker is required to work away from their normal place of work on relief duty or to perform special duty and has to reside temporarily away from their usual place of residence.

15.20. Where a Health Worker:

(a) is supplied with accommodation and meals free of charge or is accommodated at a government institution, hostel or other similar establishment and supplied with meals, reimbursement will be in accordance with Column A, items (1), (2) or (3) of Schedule A.

(b) is fully responsible for accommodation, meals and incidental expenses and uses hotel or motel accommodation, reimbursement shall be in accordance with Column A, items (4) to (8) of Schedule A for the first forty two (42) days and in accordance with Column B, items (4) to (8) of Schedule A (no dependents) or Column C, items (4) to (8) (dependents) thereafter. Provided that the second period of reimbursement under this subclause shall not exceed forty nine (49) days without the approval of the Health Service General Manager.

(c) is fully responsible for accommodation, meals and incidental expenses and uses other than a hotel or motel, reimbursement will be in accordance with Column A, items (9), (10) or (11) of Schedule A.
15.21. Where a Health Worker becomes ill whilst relieving and leave for the period of illness is approved by the employer, reimbursement of expenses will continue provided expenses continue to be incurred.

15.22. Where a Health Worker is authorised by the Health Service General Manager to travel to the new locality in their own Motor Vehicle, reimbursement for the return journey will be:

(a) at the appropriate rate prescribed in Schedule B where the Health Worker is required to maintain a motor vehicle for the performance of the relief or special duties;
(b) at one half (1/2) the appropriate rate prescribed in Schedule B provided that the maximum amount reimbursed will not exceed the cost of public transport where this could be used.

15.23. Where it is agreed by the Health Service General Manager that reimbursement in accordance with the above does not cover a Health Worker’s reasonable expenses, the Health Worker shall be reimbursed the excess expenditure on the production of satisfactory receipts.

15.24. Under no circumstances can a Health Worker receive travelling allowances and relieving allowances for the same period.

15.25. Where a Health Worker is directed to relieve/perform special duty away from their usual place of work but is not required to reside at a new location, they will be reimbursed the amount of additional fares paid by the Health Worker travelling by public transport to and from the temporary work location unless they are in receipt of a higher duties or special allowance for such work.

15.26. The amounts paid under Schedule A and Schedule B of this Agreement shall be linked to Schedule I – Travelling, Transfer and Relieving Allowance and Schedule F – Motor Vehicle Allowance of the Public Service Award 1992 respectively.

16. CAMPING

16.1. This clause applies where a Health Worker is stationed in a camp.

16.2. Camp of a permanent nature means single room accommodation in skid mounted or mobile type units, caravans or barrack type accommodation where the following are not provided in the camp:

(a) freely available water;
(b) toilet, shower or bath and laundry facilities;
(c) hot water system;
(d) a kitchen, except in the case of a caravan equipped with its cooking and messing facilities;
(e) an electricity or power supply, and
(f) beds and mattresses except in the case of caravans containing sleeping accommodation.
16.2 Caravans located in caravan parks or other locations where the above are not provided shall be deemed a camp of a permanent nature.

16.3 A Health Worker who is stationed in a camp of a permanent nature shall be paid the appropriate allowance prescribed by item (1) and item (2) of Schedule C for each day spent camping. This will include Saturdays and Sundays where the Health Worker is available for work immediately preceding and succeeding such days and no deduction shall be made when a Health Worker does not spend the whole or part of the weekend at the camp unless the Health Worker is reimbursed travelling allowance under Clause 15 – Travelling, Transfer and Relieving Allowances.

16.4 A Health Worker who is stationed in a camp not of a permanent nature or is required to camp out, shall be paid the appropriate allowance prescribed by Item (3) or Item (4) of Schedule C for each day spent camping.

16.5 The allowances payable to Health Workers under this clause will be halved where Health Workers are provided with food/meals free of charge.

16.6 The Health Service General Manager may determine an allowance other than that provided in Schedule C.

16.7 Camping allowance shall not be payable for periods in excess of 91 consecutive days unless agreed by the Health Service General Manager. Periods during which a Health Worker is being reimbursed travel allowance under Clause 15 will be included for the purposes of determining the 91 days.

16.8 This clause shall be read in conjunction with Clause 15 – Travelling, Transfer and Relieving Allowance and the camping allowance shall not be paid for any period for which travelling, transfer or relieving allowances are paid.

16.9 Where portions of a day are spent camping, the formula contained in Clause 15 shall be used for calculating the allowances to be paid. Arrival at headquarters shall mean the time of actual arrival at camp. Departure from headquarters shall mean the time of ceasing duty in the field subsequent to breaking a camp, whichever is the latter.

16.10 Health Workers in receipt of the camping allowance shall not be entitled to receive the incidental allowance prescribed in Clause 15.

16.11 Whenever a Health Worker provided with a Caravan is obliged to park in a caravan park, they shall be reimbursed the rental charges in addition to the camping allowance.

16.12 Where a Health Worker has to hire camping equipment, they shall be reimbursed the hire charges in addition to the camping allowance.

16.13 The amounts paid as the camping allowance under Schedule C of this Agreement shall be linked directly to the dollar amounts prescribed from time to time in Schedule B – Camping Allowance of the Public Service Award 1992.
17. CULTURAL LEAVE

17.1. A Health Worker covered by this Agreement who is an adherent to Aboriginal culture and who practices Aboriginal spiritual and/or religious belief shall be afforded a reasonable opportunity by his or her employer to follow and practice the requirements of that culture or spiritual or religious belief. This will include recognition of cultural and family requirements in the event of the death of a family member where not sufficiently provided for under Clause 18 - Bereavement Leave.

17.2. Where this involves time away from work, arrangements will be made for the Health Worker concerned to take annual leave or accrued rostered days off.

17.3. Alternatively, the employer and the Health Worker may agree to time off without pay.

17.4. The employer may require reasonable evidence of the legitimate need for the Health Worker to take the time off from work.

17.5. The application of this clause is subject to Aboriginal Health Workers using a reasonable proportion of their annual leave for recreation purposes.

17.6. Any dispute with respect to the implementation of this clause will be dealt with in accordance with Clause 24 - Dispute Settlement Procedure.

18. BEREAVEMENT LEAVE

18.1. A Health Worker may, on the death of a relative or client, be entitled to two days paid leave, including the day of the funeral of such a relation. Up to 3 days further paid leave or unpaid leave may be made available to the Health Worker at the discretion of the Health Service General Manager where this is necessary for the Health Worker to meet their cultural obligations.

18.2. In this clause, “relative” shall mean a person who is related to the Health Worker by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of the Health Worker.

18.3. Any dispute in relation to awarding the discretionary period of up to three additional days of bereavement leave may require advice from the Co-ordinator, Aboriginal Health Work at the Office of Aboriginal Health.

19. FAMILY LEAVE

Use of Sick Leave

19.1. A Health Worker with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
19.2. The Health Worker shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

19.3. The entitlement to use sick leave in accordance with this subclause is subject to:

(a) The Health Worker being responsible for the care of the person concerned; and

(b) The person concerned being either:

(i) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Health Worker. A de facto spouse, in relation to a Health Worker, means a person who lives with the Health Worker as the husband or wife of that person on a bona fide domestic basis although not legally married to the Health Worker; or

(ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grand parent, grandchild or sibling of the Health Worker.

19.4. The Health Worker shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the persons requiring care and their relationship to the Health Worker, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Health Worker to give prior notice of absence, they shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Unpaid Leave for Family Purposes

19.5. A Health Worker may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

Use of Annual Leave

19.6. Notwithstanding the provision of this clause, a Health Worker may elect, with the consent of the employer to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between the Health Worker and employer.

19.7. A Health Worker and his/her employer may agree to defer payment of the annual leave loading in respect of such leave, until at least five consecutive annual leave days are taken.

Make Up Time

19.8. A Health Worker may elect, with the consent of their employer, to work “make up time” under which the Health Worker takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

20. WORKPLACE RELATIONS TRAINING LEAVE
20.1. A Health Worker may use five days paid leave for the purpose of attending approved Workplace Relations training courses, or similar, during a calendar year. The Health Service General Manager may agree to allow up to ten (10) days paid leave for this purpose.

20.2. Any application by a Health Worker must be submitted to the Health Service General Manager for approval at least four weeks before the commencement of the course, provided that the Health Service General Manager may agree to a lesser period.

20.3. Where courses are provided by an organisation or body external to the Health Industry or Union, the Health Worker shall ensure that information demonstrating the relevance of the course content to enhancing workplace relations within the enterprise accompanies the application. The application shall provide details as to the subject, course content, commencement date, course length and venue.

20.4. The employer shall not be liable for any expenses associated with a Health Worker’s attendance at workplace relations training courses.

21. WORKPLACE RELATIONS LEAVE

21.1. The employer may grant paid leave without loss of pay to a Health Worker:

(a) who is required to give evidence before any industrial tribunal;

(b) who as a nominated union representative is required to attend negotiations and/or conferences between the Union and employer;

(c) who as a nominated union representative is required to attend meetings preliminary to workplace negotiations, industrial hearings or a dispute settlement process under this agreement;

(d) who as a nominated union representative is required to attend joint employee/employer consultative committees or working parties.

21.2. The employer shall not be liable for payment of any expenses under this provision.

21.3. The granting of workplace relations leave is subject to the operational requirements of the enterprise as determined by the Health Service General Manager.

22. WAGES

22.1 Classification

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<thead>
<tr>
<th>Current Rate On Certification</th>
<th>December 2001</th>
<th>July 2002</th>
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<tbody>
<tr>
<td>Level 1 Currently Practising</td>
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19 December 2000
### Conditional Aboriginal Health Worker

1st year of employment | 501.98 | 521.98 | 541.98 | 551.98  
2nd year of employment | 514.92 | 534.92 | 554.92 | 564.92  
3rd year of employment | 530.21 | 550.21 | 570.21 | 580.21  

### Level 2 Qualified Aboriginal Health Worker

1st year of employment | 545.58 | 565.58 | 585.58 | 595.58  
2nd year of employment | 557.23 | 577.23 | 597.23 | 607.23 
3rd year of employment | 568.87 | 588.87 | 608.87 | 618.87  
4th year of employment | 580.42 | 600.42 | 620.42 | 630.42  
5th year of employment | 591.62 | 611.62 | 631.62 | 641.62  
6th year of employment | 597.81 | 617.81 | 637.81 | 647.81  

### Level 3 Senior Aboriginal Health Worker

1st year of employment | 630.88 | 652.96 | 675.04 | 682.61  
2nd year of employment | 662.15 | 685.32 | 708.49 | 716.44  
3rd year of employment | 687.76 | 711.83 | 735.90 | 744.15  

### Level 4 Manager of Aboriginal Health Work

1st year of employment | 730.91 | 756.49 | 782.07 | 790.84  
2nd year of employment | 763.25 | 789.96 | 816.67 | 825.83  
3rd year of employment | 795.50 | 823.34 | 851.18 | 860.73  
4th year of employment | 836.47 | 865.75 | 895.03 | 905.07  

### Level 5 State Co-ordinator Aboriginal Health Worker

1st year of employment | 847.25 | 876.90 | 906.55 | 916.71  
2nd year of employment | 879.60 | 910.39 | 941.18 | 951.73  
3rd year of employment | 911.93 | 943.85 | 975.77 | 986.71  
4th year of employment | 955.06 | 988.49 | 1021.92 | 1033.37

### Level 1 Ethnic Health Worker

1st year of employment | 501.98 | 521.98 | 541.98 | 551.98  
2nd year of employment | 514.92 | 534.92 | 554.92 | 564.92  
3rd year of employment | 530.21 | 550.21 | 570.21 | 580.21  
4th year of employment | 544.51 | 564.51 | 584.51 | 594.51  

19 December 2000
Level 2 Ethnic Health Worker

1st year of employment 566.06 586.06 606.06 616.06
And thereafter

Traineeship Health Worker
80% of Level 1 Aboriginal Health Worker 401.58 417.58 433.58 441.58

Trainee Health Worker
100% of Level 1 Aboriginal Health Worker 501.98 521.98 541.98 551.98

22.2 Incremental progression for all Aboriginal and Ethnic Health Workers is subject to satisfactory performance.

22.3 The wage increases shown are in recognition of the implementation of productivity initiatives set out in Clause 8 – Productivity.

22.4 The first milestone payment (December 2001) is contingent on commitments in Clause 9.1(a) and Clause 9.1(c).

22.5 The second milestone payment is contingent on a review and report back by the parties on:

(a) progress on the implementation of the Traineeship

(b) progress on the implementation of the aims of the agreement, in particular, on the implementation of strategies that encourage greater employment of Health Workers in support of the objectives of health care as defined in the Western Australian Aboriginal Health Strategy.

22.6 A milestone payment will not be withheld where commitments are not achieved for reasons outside the control of the parties to this Agreement.

Definitions

22.7 For the purpose of this Agreement, Level 1 – “Currently practising Conditional Aboriginal Health Worker” means an Aboriginal Health Worker providing a limited range of direct primary health care services and not being eligible to be classified at Levels 2 to 4 inclusive.

22.8 For the purpose of this Agreement, level 2 – “Qualified Aboriginal Health Worker” means an Aboriginal Health Worker who provides a broad range of direct primary health care services and possesses as a minimum, the Advanced Certificate in
Aboriginal Health Work, obtained through an accredited education provider or an alternative qualification acceptable to the employer and the Union.

22.9 For the purpose of this Agreement, Level 3 – “Senior Aboriginal Health Worker” means an Aboriginal Health Worker who, in addition to any of the duties performed by a Level 2:

(a) provides specialist health care services in the areas of sexually transmitted diseases, health promotion, epidemiology, mental health, or alcohol, tobacco, and other drug use required by the Health Service, and possesses as a minimum, the Advanced Certificate in Aboriginal Health Work, obtained through an accredited education provider or an alternative qualification acceptable to the employer and Union; and/or

(b) has supervisory responsibilities in the provision of health care services to a single community, urban location, individual clinic setting and/or to the health service in which the Health Worker is employed, and possesses, as a minimum, the Advanced Certificate of Aboriginal Health Work, obtained through an accredited education provider, or an alternative qualification acceptable to the employer and the Union.

22.10 For the purpose of this Agreement, “Level 3 – Sole Remote Area Health Worker” means an Aboriginal Health Worker who, in addition to the duties performed by a Level 2:

(a) is employed as the only Remote Area Health Worker (as defined in clause 12.3) in a Remote Area (as defined in clauses 12.1 and 12.2)

(b) possesses, as a minimum, the Advanced Certificate of Aboriginal Health Work, obtained through an accredited education provider, or an alternative qualification acceptable to the employer and the Union, and

(c) has obtained an additional approved qualification acceptable to the employer and the Union.

22.11 Where the definitions of clauses 22.9 and 22.10 do not apply to a Remote Area Health Worker, for the purpose of this Agreement, a Remote Area Health Worker who, in addition to the duties performed by a Level 2:

(a) is employed as the only Remote Area Health Worker (as defined in clause 12.3) in a Remote Area (as defined in clauses 12.1 and 12.2), and

(b) possesses, as a minimum, the Advanced Certificate of Aboriginal Health Work, obtained through an accredited education provider, or an alternative qualification acceptable to the employer and the Union,

shall be eligible to be paid an allowance to Level 3.1.

22.12 For the purpose of this Agreement, “Level 4 – Manager, Aboriginal Health Work” means an Aboriginal Health Worker who:
(a) ensures culturally appropriate, effective and efficient management of human, financial and physical resources associated with the delivery of health services to Aboriginal communities:

(b) identifies requirements for the provision and evaluation of Aboriginal Health Work services and programs, and the development, implementation and monitoring of policies and qualify processes and programs:

(c) provides a consultative service to communities, departments and agencies and represents Aboriginal Health Work at appropriate forums; and

(d) possesses, as a minimum, the Advanced Certificate of Aboriginal Health Work, obtained through an accredited education provider or an alternative qualification acceptable to the employer and the Union.

22.13 For the purpose of this Agreement, “Traineeship Health Worker” means a trainee undertaking the Traineeship for Aboriginal Health.

22.14 For the purpose of this Agreement, “Trainee Health Worker” means a trainee who has completed the Traineeship in Aboriginal Health and who is undertaking a further period of on and off the job training to achieve a qualification at ASF Certificate Level 4.

Reclassification

22.15 Health Workers who are employed by a hospital/health service can apply for a reclassification of their position in accordance with the above definitions and using the Reclassification Request Form developed by the Implementation Committee provided in Clause 26 – Implementation Committee.

22.16 Reclassification Request Forms are to be submitted to the Health Service General Manager for assessment.

22.17 Should an application for reclassification be successful, it shall be effective from the date of submission of the completed Reclassification Request.

23. INTRODUCTION OF CHANGE

Notification of Change

23.1. The employer shall notify affected Health Workers and the Union where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on the affected Health Workers.

23.2. “Significant effects” include termination of employment through redundancy, major changes in the skills required, the elimination or the lessening of job opportunities or job tenure, the alteration of hours of work; the transfer of Health Workers to other work or work locations and restructuring of jobs.
Discussions between Employers and Health Workers regarding introduction of change

23.3. Discussion between the employer, affected Health Workers and the Union will commence as soon as possible after a firm decision has been made by the employer to make the changes referred to in subclause 23.1 above.

23.4. Such discussions will include the effects the changes are likely to have on Health Workers and measures to reduce the adverse effects of such changes.

23.5. The employer will give prompt consideration to matters raised by the Health Workers and/or Union representatives in relation to the changes.

23.6. For the purposes of such discussion, the employer will provide to Health Workers concerned and the Union all relevant information about the changes.

24. DISPUTE SETTLEMENT PROCEDURE

24.1. If a Health Worker has a different view on an issue to management, he/she has a right to be heard. This dispute resolution procedure is designed to ensure that grievances, complaints and disputes are resolved at the workplace at the most appropriate level.

24.2. Subject to the provisions of the Workplace Relations Act 1996 (as amended) any grievance, complaint or dispute, or any matter raised by the Union, the employer or a Health Worker, shall be settled in accordance with this procedure.

24.3. The parties agree that no bans, stoppages or limitations will be imposed or threatened prior to, or during the time this process is being followed.

24.4. The steps below set out the procedure to be followed where a Health Worker or group of Health Workers raise a matter to be resolved. A Health Worker can be represented at any stage in the procedure by the Co-ordinator - Aboriginal Health Work at the Office of Aboriginal Health, the Union or any other person they choose. A Health Worker may contact the Aboriginal Health Work Coordinator to discuss their grievance, complaint or dispute at any stage.

Procedure

(a) The Health Worker discusses the problem with their Supervisor. If the matter cannot be resolved the supervisor shall refer the matter to their manager and advise the Health Worker(s).

(b) The manager will try to resolve the matter. If the matter cannot be resolved it will be referred to the employer for their attention, and the Health Worker (s) shall be advised. Where the matter remains unresolved, a meeting with the union, manager and any other representative chosen by the Health Worker will be held.

19 December 2000
(c) If the matter remains in dispute following the above steps, then either the union or the employer may refer the matter to the Commission for conciliation and arbitration.

Access To The Industrial Relations Commission

24.5 Observance of these procedures shall in no way prevent any party in dispute to refer the matter for resolution in the Commission, or before an agreed independent party or body.

24.6 The situation existing prior to the matter arising will remain in force until the matter has been resolved in accordance with the provisions of this clause.

Provision of Services

24.7 The Union recognises that the Health Industry has a statutory and public responsibility to provide health care services without any avoidable interruptions.

24.8 Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for services within the Health Service.

25. SALARY PACKAGING

25.1 A Health Worker may, by agreement with the Employer, enter into a salary packaging arrangement.

25.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of a Health Worker can be reduced by and substituted with another, or other benefits.

25.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

25.4 The TEC for the purposes of salary packaging is calculated by adding:

(a) The base salary;

(b) Other cash allowances, eg annual leave loading;

(c) Non cash benefits, eg superannuation, motor vehicles etc;

(d) Any Fringe Benefit Tax liabilities currently paid; and

(e) Any variable components, eg, performance based incentives (where they exist).

25.5 Where Health Workers enter into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out
the terms and conditions of the arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

25.6. The Health Worker’s participation in Salary Packaging shall be at no cost to the employer. Therefore, any taxes, charges, fees or similar associated with the Salary Package shall be costed into the Health Worker’s Salary Package.

25.7. The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may be payable by the Health Worker.

25.8. In the event of any increase or additional payments of tax or penalties associated with the employment of the Health Worker or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the Health Worker.

25.9. In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to the arrangements under this clause, the Health Worker may vary or cancel a salary packaging arrangement.

25.10. The employer shall not unreasonably withhold agreement to salary packaging on request from a Health Worker.

25.11. The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

25.12. For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 22 - Wages shall continue to be so calculated despite an election to participating in any salary packaging arrangement.

26. IMPLEMENTATION COMMITTEE

26.1. At the commencement of the agreement an Implementation Committee will be established.

26.2. The Committee will comprise of representatives of the Employer, the Union and Aboriginal Health Workers.

26.3. The Committee will be facilitated by the Coordinator, Aboriginal Health Work and have responsibility for monitoring the implementation of provisions within the agreement, in particular, for delivering the outcomes identified in Clause 9 – Traineeship, and the achievement of the aims of the agreement. The Committee will meet at least bi-annually to review these matters.

26.4. The Committee will be provided with copies of the annual reports of the progress of the Western Australian Aboriginal Health Strategy measures in respect of achieving health workforce reforms.
26.5. In addition the Committee will meet at the request of either party to consider any other matters directly related to this agreement. Where agreement can not be reached, the disputes procedure set out in Clause 24 will be utilised.

27. NO FURTHER CLAIMS

27.1 Except where provided for in this Agreement, the parties will not make any further claims with respect to wages and working conditions during the term of this Agreement unless such claims are consistent with National Wage Case decisions or the wage fixing principles.

28. NOT TO BE USED AS PRECEDENT

28.1 The provisions of this Agreement shall not be used as a precedent at any other enterprise other than the enterprise of the employers party to this Agreement.

29 SIGNATURES TO THE AGREEMENT

_________________________________________

HEALTH SERVICE

Date

_________________________________________

Helen Creed
Secretary
AUSTRALIAN LIQUOR, HOSPITALITY AND MISCELLANEOUS WORKERS UNION

Date
## SCHEDULE A
TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

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(7) Interstate - Capital City

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(8) Interstate - Other than Capital City

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

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

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(13) W.A. - North of 26° South Latitude:
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**DEDUCTION FOR NORMAL LIVING EXPENSES (CLAUSE 12.6)**

| (15)  | Each Adult | 19.30 |
| (16)  | Each Child | 3.30  |

**MIDDAY MEAL (CLAUSE 10.12)**

| (17)  | Rate per meal | 4.70 |
| (18)  | Maximum reimbursement per pay period | 23.50 |
**SCHEDULE B - MOTOR VEHICLE ALLOWANCE**

<table>
<thead>
<tr>
<th>AREA AND DETAILS</th>
<th>ENGINE DISPLACEMENT (IN CUBIC CENTIMETRES)</th>
<th>RATE PER KILOMETRE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>OVER 2600cc</td>
<td>OVER 1600cc</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2600cc &amp; UNDER</td>
</tr>
<tr>
<td>Metropolitan Area</td>
<td>63.3</td>
<td>54.9</td>
</tr>
<tr>
<td></td>
<td></td>
<td>48.7</td>
</tr>
<tr>
<td>South West Land Division</td>
<td>65.1</td>
<td>56.5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>50.2</td>
</tr>
<tr>
<td>North of 23.5° South Latitude</td>
<td>71.4</td>
<td>62.3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>55.5</td>
</tr>
<tr>
<td>Rest of the State</td>
<td>67.3</td>
<td>58.4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>51.8</td>
</tr>
</tbody>
</table>
### SCHEDULE C

#### CAMPING ALLOWANCE

**South of 26° South Latitude**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>RATE PER DAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Permanent Camp - Cook provided by the Department</td>
<td>27.00</td>
</tr>
<tr>
<td>2. Permanent Camp - No cook provided by the Department</td>
<td>36.00</td>
</tr>
<tr>
<td>3. Other Camping - Cook provided by the Department</td>
<td>45.00</td>
</tr>
<tr>
<td>4. Other Camping - No cook provided</td>
<td>54.00</td>
</tr>
</tbody>
</table>

**North of 26° South Latitude**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>RATE PER DAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Permanent Camp - Cook provided by the Department</td>
<td>33.30</td>
</tr>
<tr>
<td>2. Permanent Camp - No cook provided by the Department</td>
<td>42.30</td>
</tr>
<tr>
<td>3. Other Camping - Cook provided by the Department</td>
<td>51.30</td>
</tr>
<tr>
<td>4. Other Camping - No cook provided</td>
<td>60.30</td>
</tr>
</tbody>
</table>

19 December 2000