

**THE WA GOVERNMENT HEALTH SERVICES ENGINEERING AND BUILDING
SERVICES ENTERPRISE AGREEMENT 2002**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES MINISTER FOR HEALTH

APPLICANT

-v-

THE AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING
AND KINDRED INDUSTRIES UNION OF WORKERS - WESTERN
AUSTRALIAN BRANCH AND OTHERS

RESPONDENTS

CORAM COMMISSIONER P E SCOTT

DATE OF ORDER FRIDAY, 7 MARCH 2003

FILE NO AG 26 OF 2003

CITATION NO. 2003 WAIRC 07878

Result Agreement registered

Order

HAVING heard Mr M Taylor on behalf of the Minister for Health, Mr J Murie on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers – Western Australian Branch, the Communications, Electrical, Electronics, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division – Western Australian Branch and The Plumbers and Gasfitters Employees’ Union of Australia, Western Australia Branch, Industrial Union of Workers and Ms L Dowden on behalf of The Construction, Forestry, Mining and Energy Union of Workers, and by consent, the Commission, pursuant to the powers conferred under the Industrial Relations Act, 1979, hereby orders:

THAT the WA Government Health Services Engineering and Building Services Enterprise Agreement 2002 in the terms of the following schedule be registered on the 21st day of February 2003.

COMMISSIONER P E SCOTT

SCHEDULE

1. TITLE

This Agreement shall be titled the WA Government Health Services Engineering and Building Services Enterprise Agreement 2002.

2. ARRANGEMENT

1. Title
2. Arrangement
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3. APPLICATION AND PARTIES BOUND

- (1) This Agreement applies to the employees covered by WA Government Health Services Engineering and Building Services Award 2002, and binds the following parties:
 - (a) The Minister for Health incorporated as the Board of the hospitals formerly comprised in the Metropolitan Health Service Board, under s7 of *the Hospitals and Health Services Act 1927 (WA)*.
 - (b) The Minister for Health incorporated as the WA Country Health Service, under s7 of *the Hospitals and Health Services Act 1927 (WA)*.
 - (c) The Minister for Health incorporated as the South West Health Board, under s7 of *the Hospitals and Health Services Act 1927 (WA)*.
 - (d) The Minister for Health incorporated as the Peel Health Services Board under s7 of *the Hospitals and Health Services Act 1927 (WA)*.
 - (h) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Workers Union of Australia – Engineering & Electrical Division – Western Australian Branch,

- (i) The Plumbers and Gasfitters Employees' Union of Australia, Western Australian Branch, Industrial Union of Workers,
 - (j) The Automotive, Food, Metal, Engineering, Printing & Kindred Industries Union of Workers, Western Australian Branch; and
 - (k) The Construction, Forestry, Mining and Energy Union of Workers (CFMEU).
- (2) The estimated number of employees covered by this Agreement at the time of registration is 214.

4. TERM OF AGREEMENT

- (1) This Agreement shall operate from the date of registration in accordance with Section 41 of the *Industrial Relations Act 1979* and will expire on 31 December 2003.
- (2) The parties to this Agreement agree to commence negotiations for a new Agreement no later than 6 months prior to the expiry of this Agreement with a view to implement a replacement agreement operative from 1 January 2004.

5. NO EXTRA CLAIMS

Subject to the terms of this Agreement, for the life of this Agreement, the Unions bound by it shall make no further claims upon the employer.

6. OBJECTIVES AND COMMITMENTS

- (1) The parties are committed to continuously improving the efficiency and effectiveness of the engineering and building services which support the operations of all WA Government hospitals and Health Services. The parties acknowledge that such improvement will be to the mutual benefit of the community of Western Australia, the WA Government Health Service and employees thereby enhancing the career opportunities and job security of employees.
- (2) The parties agree to negotiate on the conditions to provide for the implementation of Clause 14- Hospital Maintenance Technician.
- (3) The parties are committed to identifying, during the life of this agreement, measures of workforce productivity for the purposes of facilitating the quantification of future productivity improvement.

7. RELATIONSHIP WITH AWARDS AND AGREEMENTS

- (1) Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of this Agreement.
- (2) This Agreement shall be read and interpreted in conjunction with the following Award: *WA Government Health Services Engineering and Building Services Award 2002*.

- (3) Notwithstanding subclause 2, in the event of this Agreement being registered prior to the abovementioned Award, the following Award shall apply until the replacement Award is registered by the Western Australian Industrial Relations Commission:
Metropolitan Health Service Engineering and Building Services Award 1999.
- (4) Where an inconsistency exists between this Agreement and the respective Award this Agreement shall take precedence.

8. RATES OF PAY AND THEIR ADJUSTMENT

- (1) This Agreement provides for the following salary increases:
 - (a) Wage parity adjustment of between 2.84% and 4.13 % (dependent upon classification) effective 24 November 2002
 - (b) 3% + 1.5% increase from January 1 2003.

9. MODES OF EMPLOYMENT

- (1) The parties to this Agreement share a preference for maintaining the integrity of Health Service staffing arrangements by the direct employment of staff, particularly those employed in the Engineering and Building Services field who are party to this Agreement.
- (2) Staffing decisions will be made in accordance with the Department of Consumer and Employment Protection Modes of Employment policy statement.
- (3) The parties agree to develop a code of practice in a separate document to deal with issues concerning the use of external labour hire companies, within three (3) months of this Agreement being registered.

9A. SHIFTWORK

This clause shall replace sub-clause (2)(b) of Clause 23 - Shiftwork of the Award.

- (1) Shift Penalty Rates
 - (a) An employee when working on afternoon shift shall be paid a loading of 15% of the hourly rate for the classification in which the employee is employed.
 - (b) An employee when working on night shift shall be paid a loading of 20% of the hourly rate for the classification in which the employee is employed.

10. PARENTAL LEAVE

In addition to the provisions of Clause 34 – Parental Leave contained in the WA Government Health Services Engineering and Building Services Award 2002, the following shall apply in conjunction with the Award clause.

(1) Paid parental leave will be granted to employees subject to the following:

(a) An employee who is the primary care giver, and who has completed 12 months continuous service with the employer or a recognised previous government employer, will be entitled to six weeks consecutive paid parental leave from the anticipated birth date or for the purposes of adoption from the date of placement of the child, or from a later date nominated by the primary care giver.

(b) Definitions

For the purposes of this subclause:

(i) "Continuous service" means service under an unbroken contract of employment and includes

- any period of leave taken in accordance with this Clause;
- any period of part time employment worked in accordance with the Award or this agreement; and
- any period of leave or absence authorised by the employer, the Award or this agreement.

(ii) "Recognised previous government employer" means any Commonwealth of Australia, State or Territory of Australia body or authority.

(c) Only one period of paid parental leave is available for each birth or adoption.

(d) Contract employees' paid parental leave cannot continue beyond the expiry date of their contract.

(e) Paid parental leave taken in accordance with paragraph (a) of this subclause will form part of the 52 weeks parental leave entitlement provided by the Award clause.

(f) (i) Paid parental leave will be paid at ordinary rates and will not include the payment of any form of allowance or penalty payment.

(ii) Notwithstanding paragraph (a), parental leave may be paid either before or after any other paid leave taken during a period of parental leave

(g) Absence on paid parental leave will not count as service for the purpose of accruing entitlements to sick leave, annual leave or long service leave.

(h) The employer may request evidence of primary care giver status.

(i) Part time employees whose ordinary working hours have been subject to variations during the preceding 12 months may elect to average these hours for the purposes of calculating payment for paid parental leave. Alternatively, the employee may elect to be paid their ordinary working hours at the time of commencement of paid parental leave.

(j) Subject to the provisions of this subclause, all other provisions of clause 34 – Parental Leave in the Award shall apply to employees on paid parental leave.

11. EMERGENCY SERVICE LEAVE

- (1) Subject to operational requirements, paid leave of absence shall be granted by the employer to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigade or Volunteer Marine Rescue Service, in order to allow for attendances at emergencies as declared by the recognised authority.
- (2) The employer shall be advised as soon as possible by the employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.
- (3) The employee must complete a leave of absence form immediately upon return to work.
- (4) The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.
- (5) An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses 2, 3 and 4 of this clause.

12. CEREMONIAL AND CULTURAL LEAVE

- (1) Employees are entitled to time off without loss of pay for cultural /ceremonial purposes, subject to agreement between the employer and employee and sufficient leave credits being available.
- (2) Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.
- (3) Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:
 - (a) the employee's annual leave entitlements; or
 - (b) accrued days off or time in lieu.
- (4) Time off without pay may be granted by arrangement between the employer and the employee for cultural/ceremonial purposes.
- (5) The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- (6) Cultural/ceremonial leave shall be available to all employees.

13. 48/52 LEAVE ARRANGEMENT

- (1) The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to four weeks additional leave. The employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of additional leave:

Number of weeks' salary spread over 52 weeks	Number of weeks additional leave purchased.
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- (2) The additional purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the additional leave not taken. In the event that the employee is unable to take such leave, his/her salary will be adjusted on the last pay period in January to take account the fact that time worked during the year was not included in the salary.
- (3) In the event that a part time employee's ordinary working hours are varied during the year, the salary paid for such leave taken will be adjusted on the last pay in January to take into account any variations to the employee's ordinary working hours during the previous year.
- (4) Access to this entitlement will be subject to the employee having satisfied the Health Service's accrued leave management policy.

14. BLOOD/PLASMA DONORS LEAVE

Subject to operational requirements, employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:

- a) prior arrangements with the supervisor has been made and at least two (2) days' notice has been provided; or
- b) the employee is called upon by the Red Cross Blood Centre.

The notification period shall be waived or reduced where the supervisor is satisfied that operations would not be unduly affected by the employee's absence.

The employee shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.

Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

15. HOSPITAL MAINTENANCE TECHNICIAN

- (1) The Multi-skilling Working Party, as defined in Appendix B of the Award, will be reconvened for the purpose of negotiating to resolve any remaining issues relating to or necessary for, the possible implementation of the concept of the Hospital Maintenance Technician (HMT). The parties shall endeavour to complete this task by 1 July 2003, or such later date as may be agreed between the parties. This clause shall not be construed, or used to imply in any way, that the unions have agreed to implement a HMT.
- (2) The Hospital Maintenance Technician is as identified by the Metropolitan Health Service Board Engineering and Building Services Enterprise Agreement 2000 and the developing Multiskilling Matrix.

- (3) The concept will not breach current licensing requirements or occupational safety and health legislation.
- (4) Either party may apply to the Western Australian Industrial Relations Commission for assistance by way of conciliation in determining an appropriate outcome, but this subclause shall not restrict the Commission from dealing with disputation involving bans or limitations arising from the implementation of this clause.

16. DISPUTE SETTLEMENT PROCEDURE

Subject to the Industrial Relations Act 1979, in the event of any question, dispute, grievance or difficulty, or any matter raised by the respondent Unions, the employer or any of its employees covered by this Agreement, it shall be settled in accordance with Clause 11 – Dispute Resolution of the Award.

17. SALARIES

- (1) This clause replaces Appendix A – Salaries of the Award.
- (2) Rates of Pay

Subject to this Agreement, employees shall be paid the rates of pay specified in the following table in accordance with the level to which they are from time to time classified.

Classification	Level	Annual Salary Prior to Registration of Agreement	Annual salary on and from 24 November 2002 (Parity Adjustment)	Annual salary on and from 1 January 2003 (1.5+3%)
Carpenter	Building Tradesperson Level 04	32,480	33,361	34,877
	Building Tradesperson Level 05	33,823	34,791	36,373
	Building Tradesperson Level 06	35,166	36,216	37,862
	Building Tradesperson Level 07	36,503	37,635	39,345
	Building Tradesperson Level 08	37,204	38,477	40,225
	Building Tradesperson Level 09	38,547	39,901	41,714
Painter	Building Tradesperson Level 04	31,630	32,591	34,073
	Building Tradesperson Level 05	32,974	34,021	35,568
	Building Tradesperson Level 06	34,317	35,446	37,057
	Building Tradesperson Level 07	35,654	36,865	38,541
	Building Tradesperson Level 08	36,353	37,706	39,420
	Building Tradesperson Level 09	37,698	39,131	40,910
Plasterer	Building Tradesperson Level 04	32,281	33,228	34,737
	Building Tradesperson Level 05	33,624	34,658	36,232
	Building Tradesperson Level 06	34,967	36,082	37,722
	Building Tradesperson Level 07	36,304	37,501	39,205
	Building Tradesperson Level 08	37,004	38,335	40,077
	Building Tradesperson Level 09	38,347	39,759	41,566
Plumber	Building Tradesperson Level 04	33,278	34,084	35,634
	Building Tradesperson Level 05	34,621	35,514	37,129
	Building Tradesperson Level 06	35,964	36,939	38,618
	Building Tradesperson Level 07	37,301	38,358	40,102
	Building Tradesperson Level 08	38,002	39,200	40,982
	Building Tradesperson Level 09	39,345	40,624	42,471
Other Building Employees Not Elsewhere Classified	Building Employee Entrant Level	25,556	26,184	27,374
	Building Employee Level 1	26,631	27,329	28,570
	Building Employee Level 2	28,080	28,864	30,176
	Building Employee Level 3	29,424	30,294	31,671
	Building Employee Level 4	31,461	32,459	33,934
Mechanical Fitter, Motor Mechanic, Refrigeration Fitter and other engineering trades employees not elsewhere classified.	Engineering Employee Level 14	25,868	26,518	27,723
	Engineering Employee Level 13	26,956	27,668	28,925
	Engineering Employee Level 12	28,431	29,235	30,564
	Engineering Employee Level 11	29,792	30,680	32,075
	Engineering Tradesperson Level 10	32,323	33,285	34,797
	Engineering Tradesperson Level 09	33,686	34,730	36,309
	Engineering Tradesperson Level 08	35,048	36,176	37,820
	Engineering Tradesperson Level 07	36,410	37,622	39,332
	Engineering Tradesperson Level 06	38,490	39,930	41,745
	Engineering Tradesperson Level 05	39,742	41,258	43,133
Electrical Fitter/Mechanic	Engineering Tradesperson Level 10	33,148	34,032	35,579
	Engineering Tradesperson Level 09	34,511	35,478	37,090
	Engineering Tradesperson Level 08	35,872	36,924	38,601
	Engineering Tradesperson Level 07	37,235	38,369	40,113
	Engineering Tradesperson Level 06	39,315	40,677	42,526
	Engineering Tradesperson Level 05	40,566	42,006	43,915

17. SIGNATORIES

Signed

Minister for Health
Employer
Signed by Mike Daube
Director-General of Health
As delegate of the Minister for Health.

/ 12 / 02

Signed

Common Seal

/ 12 / 02

Communications, Electrical, Electronic, Energy, Information,
Postal, Plumbing & Allied Workers Union of Australia –
Engineering & Electrical Division – Western Australian Branch.

Common Seal

Signed

Secretary
Plumbers and Gasfitters Employees' Union of Australia, Western
Australian Branch, Industrial Union of Workers.

24/ 12 / 02

Common Seal

Signed

Secretary
Automotive, Food, Metal, Engineering, Printing & Kindred
Industries Union of Workers, Western Australian Branch.

24/ 12 / 02

Common Seal

Signed

Secretary
Construction, Forestry, Mining and Energy Union of Workers.

24/ 12 / 02