

**WA HEALTH – LHMU – SUPPORT WORKERS¹
INDUSTRIAL AGREEMENT 2007**

AG 59 of 2007

This is not an official copy of the agreement as published by the WAIRC. This document includes a number of corrections and comments as footnoted. The page numbers indicated in the Clause 2 Arrangement may also differ from those in the published version.

¹ The word “Workers” inserted to correct a typographical error.

PART 1 - APPLICATION OF AGREEMENT

1. TITLE

This Agreement will be known as the WA Health - LHMU - Support Workers Industrial Agreement 2007. This Agreement replaces the *LHMU – Department of Health Support Workers Federal Agreement 2004* (AG838503 PR955334) and the *LHMU – Union Recognition and Job Security Agreement – Department of Health Support Workers 2004* (AG 180 of 2004).

2. ARRANGEMENT

PART 1 - APPLICATION OF AGREEMENT	1
1. TITLE	1
2. ARRANGEMENT	1
3. DEFINITIONS	2
4. AIM OF THE AGREEMENT	4
5. AREA, INCIDENCE AND PARTIES BOUND	5
6. DATE AND PERIOD OF OPERATION	5
7. NO FURTHER CLAIMS	5
8. REPLACEMENT OF AGREEMENT	5
9. COMMITMENT TO BARGAINING	6
10. RELATIONSHIP WITH AWARDS AND AGREEMENTS	6
PART 2 - TYPES OF EMPLOYMENT	7
11. CONTRACT OF SERVICE	7
12. SUPPORTED WAGE EMPLOYMENT	13
PART 3 - HOURS OF WORK	15
13. HOURS OF WORK	15
14. HOURS OF WORK - ACCRUED DAYS OFF	20
15. BREAKS	21
16. OVERTIME	21
17. SHIFTWORK	23
18. WEEKEND WORK	23
PART 4 - RATES OF PAY	23
19. CLASSIFICATION AND WAGE RATES	23
20. UNDERPAYMENTS	31
21. SALARY PACKAGING	31
22. APPRENTICES	33
PART 5 - ALLOWANCES	33
23. HOSPITAL ALLOWANCE	33
24. MISCELLANEOUS ALLOWANCES	33
25. SHIFT, WEEKEND AND PUBLIC HOLIDAYS PAYMENT AND ALLOWANCES	36
26. DISTRICT ALLOWANCE	37
27. FARES AND TRAVELLING ALLOWANCE	40
28. EMPLOYEES LIVING NORTH OF THE 26 DEGREE SOUTH LATITUDE	41
29. TRANSFER ALLOWANCE	42

30.	CALL ALLOWANCE (MPS SLEEP SHIFT)	43
31.	HIGHER DUTIES	44
	PART 6 - LEAVE	44
32.	CASUAL EMPLOYEES	44
33.	ANNUAL LEAVE	44
34.	PUBLIC HOLIDAYS	47
35.	PERSONAL LEAVE	48
36.	DONOR LEAVE	54
37.	BEREAVEMENT LEAVE	54
38.	LONG SERVICE LEAVE	55
39.	PARENTAL LEAVE	61
40.	LEAVE WITHOUT PAY	77
41.	TRAINING AND STUDY LEAVE	77
42.	CASHING OUT LEAVE ENTITLEMENTS	79
43.	LEAVE OPTIONS	80
44.	ANNUAL LEAVE TRAVEL CONCESSIONS	82
45.	JURY SERVICE LEAVE	83
	PART 7 - CHANGE MANAGEMENT	83
46.	INTRODUCTION OF CHANGE	83
47.	CONSULTATION MECHANISM	84
	PART 8 - UNION MATTERS	85
48.	LEAVE TO ATTEND INDUSTRIAL PROCEEDINGS	85
49.	UNION AND DELEGATES RECOGNITION AND RIGHTS	85
50.	TIME AND WAGES RECORD	89
	PART 9 - DISPUTE SETTLEMENT PROCEDURES	90
51.	DISPUTE SETTLEMENT PROCEDURE	90
52.	DISPUTES RELATING TO REDUNDANCY AND REDUNDANCY TYPE SITUATIONS	92
	SCHEDULE A – SIGNATORIES	93

3. DEFINITIONS

“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 in Clause 13. Hours of Work of this Agreement.

“Agreement” means the WA Health - LHMU Support Workers Industrial Agreement 2007.

“All Purpose Orderly” means an orderly who is regularly required to undertake two (2) or more of the following types of duties in addition to or in substitution for the traditional orderly duties; drive a motor vehicle, perform minor maintenance tasks, perform gardening duties or provide basic nursing care.

“Award” means the Health and Disability Services - Support Workers - Western Australian Government - Award 2001.

“Casual Employee” means an employee engaged for a period of less than one (1) week.

“Commission” means the Western Australian Industrial Relations Commission (WAIRC).

“Employer” means any of the employers party to this Agreement referred to in subclauses 5.2(b) and 5.2(c) of this Agreement.

“Hospital” means any public hospital, health service, health care facility or other facility controlled by one of the Employers’ party to this Agreement.

“Laundry hand” means an employee employed in a laundry whose major employment is not washing and/or ironing.

“Laundry person” means an employee who is required to do washing and/or ironing and any other function in a laundry.

“Machinist” means an employee who cuts out and fits uniforms or dresses to measure or pattern.

“Multi Purpose Services” (‘MPS’) means an integrated health and aged care service delivery model provided by one service provider for rural communities within a designated area. Current services provided by an MPS may include but are not limited to, hospital, nursing home, hostel/lodge, Home and Community Care (HACC), child health, community health, allied health and other health services which may change from time to time.

“On Call employee” means an employee directed to be on call within the MPS setting. Such an employee is required to remain on the hostel/lodge premises and respond to residents' calls and is not entitled to any wage or entitlement accruing in respect of ordinary hours or time worked, or in any other additional allowances unless provided in Clause 30. Call Allowance (MPS Sleep Shift) provision of the Agreement.

“Orderly” means an employee not otherwise classified in this Agreement.

“Partner” means either a spouse or a defacto spouse/partner. A defacto spouse/partner means a person who is in a "marriage like" relationship with the employee and includes same sex partners.

“Patient Care Assistant” (PCA) means a multi-skilled employee who undertakes any combination of duties which would otherwise be performed by Cleaning, Catering, or Orderly employees.

“Regular part time employee” means an employee engaged on a weekly contract of service for less ordinary hours per week or fortnight than those prescribed by Clause 13. Hours of Work of this Agreement.

“Rostered employee” means an employee for whom the ordinary hours of work may include work on a Sunday.

“Senior Food Service Attendant” means an employee who is responsible for the reconstituting of frozen food and/or the reheating of chilled food, and the supervision of other food services, staff and other duties associated with a hospital pantry and/or kitchen.

“Single Stream Employee” means an employee who primarily works within only one stream of work.

“Storeperson (Grade 1)” means an employee who works within established routines, methods and procedures carrying out basic stores work with limited responsibility.

“Storeperson (Grade 2)” means an employee who is experienced in all aspects of stores work and is required to prioritise work within established routines, methods and procedures and is capable of working alone.

“Storeperson (Advanced or Leading Hand)” means a storeperson who is required to possess experience in the use of computerised Materials Management (Oracle) and/or Inventory systems in the course of his or her employment and possesses demonstrated experience in supervising staff.

“Stream of Work” means any one of the following streams of work – Cleaning, Catering, Laundry, Orderly, Linen/Sewing.

“Tradesperson Cook” means an employee employed in cooking who possesses recognised qualifications in the trade of cooking.

“Trainer” means an employee appointed as such to a designated position classified at level 8 and who undertakes the primary function of training, assessing and certifying the competency of support workers. The establishment of this role does not diminish the inherent job requirements of support workers to provide basic on the job instruction and task orientated training to other support workers in the course of induction and/or orientation to the workplace or as otherwise required.

“Transport Officer” means a hospital employee who possesses a “B” class drivers licence and who has successfully completed the Royal Perth Hospital Based Transport Officer Training Course or its equivalent and who is required to transport dependent and/or ill patients without the assistance of a clinical escort, for the majority of his/her time on duty.

“Union” means the Liquor, Hospitality and Miscellaneous Union, Western Australian Branch.

“Year of employment” for the purposes Clause 19. Classification and Wage Rates will mean year of service with the employer.

4. AIM OF THE AGREEMENT

4.1 The aims of the Agreement are:

- (a) to enable the parties to develop and implement strategies which:
 - (i) recognise and achieve productivity improvements without impairing the quality of support services and of patient care; and
 - (ii) enhance job satisfaction, security and remuneration.
- (b) to recognise and facilitate the Union and its Delegates role in contributing to the development and implementation of the strategies referred to in subclause 4.1(a) above.

5. AREA, INCIDENCE AND PARTIES BOUND

5.1 This agreement applies throughout the State of Western Australia and is binding on the parties and on employees to which the *Health and Disability Services - Support Workers - Western Australian Government - Award 2001* applies.

5.2 The parties to the agreement are:

- (a) The Liquor, Hospitality and Miscellaneous Union, WA Branch.
- (b) The Minister for Health in his incorporated capacity under s.7 of the Hospitals and Health Services Act 1927 (WA) as:
 - (i) the Hospitals formerly comprised in the Metropolitan Health Service Board,
 - (ii) the Peel Health Services Board, and
 - (iii) the WA Country Health Service.
- (c) The Western Australian Drug and Alcohol Authority
- (d) The Director General of Health is the delegate of the Minister for Health in his incorporated capacity under s.7 of the Hospitals and Health Services Act 1927 (WA). In this capacity the Director General acts as the “Employer” for the purposes of this Agreement.

5.3 This Agreement applies to approximately 5200 employees.

6. DATE AND PERIOD OF OPERATION

This Agreement will operate from the date of registration and expires on 31 July 2010.

7. NO FURTHER CLAIMS

Except where specifically provided for in this Agreement, it is a condition of this Agreement that the parties will not make any further claims with respect to any matter related to wages and working conditions contained in this Agreement.

8. REPLACEMENT OF AGREEMENT

8.1 The parties agree to commence genuine negotiations for a replacement agreement no later than 3 months prior to the date this agreement expires.

8.2 The Employer will provide Union Delegates paid leave to participate in the process of negotiating a replacement agreement to this Agreement.

- (a) Six (6) months prior to the expiry date of this Agreement the Employer will release an agreed number of accredited delegates to attend negotiation planning meetings.
- (b) In the absence of any agreement on the number of delegates to be released, the maximum number to be released will be thirty (30).

- (c) The Union may determine from which workplaces delegates will be drawn, provided that, if more than one delegate is drawn from any one facility, the operation of that facility shall not be unduly affected.
- (d) Any dispute about the number of delegates to be released from any particular facility shall be dealt with via Clause 51. - Dispute Settlement Procedure of this Agreement.
- (e) The conditions under which leave is granted will be same as prescribed for granting Union Training Leave pursuant to subclause 49.10 of this Agreement.
- (f) The maximum entitlement to leave during the prescribed period will be a total of twelve (12) hours plus the reasonable travel time required to attend meetings.

9. COMMITMENT TO BARGAINING

The parties agree that no employee will be offered an Australian Workplace Agreement or Employee Collective Agreement during the life of this Agreement.

10. RELATIONSHIP WITH AWARDS AND AGREEMENTS

- 10.1 Consistent with the *Industrial Relations Act 1979* and the State Wage Principles, this Agreement will provide the whole of employees' wage increase for the life of this Agreement.
- 10.2 This Agreement is comprehensive and applies to the exclusion of the *Health and Disability Services - Support Workers - Western Australian Government - Award 2001*.
- 10.3 This Agreement will be read in conjunction with the *Western Australian Government/Australian Liquor, Hospitality and Miscellaneous Workers Union Redeployment, Retraining and Redundancy Agreement 2004* (RRR Agreement) and its replacement, provided that:
 - (a) where there is any inconsistency between the express terms of this Agreement and the RRR Agreement, the express terms of the RRR Agreement will take precedence to the extent of any such inconsistency; and
 - (b) Where there is any inconsistency between Clause 52. Disputes Relating to Redundancy and Redundancy Type Situations of this Agreement and the RRR Agreement, the express terms of this Agreement will take precedence to the extent of any such inconsistency.
- 10.4 State Wage Increases After Nominal Expiry Date

If, after the nominal expiry date, this agreement continues in force pursuant to section 41(6) of the *Industrial Relations Act 1979*, the weekly wage rates of all employees will increase at the same time and in the same amounts as provided to employees on the minimum award wage by subsequent Western Australian Industrial Relations Commission State Wage Cases. Any wage increases arising from the operation of this Clause will be taken into account when determining wage increases in any replacement Agreement.

PART 2 - TYPES OF EMPLOYMENT

11. CONTRACT OF SERVICE

11.1 Commitments

- (a) The parties agree to review, within six (6) months of the registration of this Agreement, the current process for recruitment and selection to endeavour to improve the efficiency of the process and ensure ongoing compliance with the Public Sector Recruitment, Selection and Appointment Standard and in particular that the review takes into account the fact that Health has a culturally and linguistically diverse workforce.
- (b) The parties to this Agreement agree that permanent employment is the preferred form of engagement for employees covered by this Agreement.
- (c) The parties to this Agreement agree that casual employment and agency engagements are not the preferred methods of delivery of services, and the Employer will work towards minimising the use of casual and agency workers in Hospitals.
- (d) The parties to this Agreement agree that all leave will ordinarily be covered, provided that nothing in this agreement requires the Employer to provide leave cover where it can be demonstrated that such cover is not operationally necessary in a particular case.
- (e) Each Hospital will;
 - (i) Employ permanent relief staff or ensure sufficient Full Time Equivalent (FTE) are utilised for planned annual leave and planned Accrued Day Off (ADO) relief requirements in accordance with Hospital activity; and
 - (ii) Maintain a pool of casual employees to be utilised for short-term work requirements.

11.2 Fixed Term Contracts

- (a) Fixed term employees may only be engaged for the following situations:
 - (i) Unexpected or unplanned leave.
 - (ii) Parental Leave.
 - (iii) Long Service Leave.
 - (iv) Long term sick leave.
 - (v) Workers compensation.
 - (vi) Special projects.

- (vii) Employees undertaking an accredited course of study.
 - (viii) To temporarily fill vacancies, where a decision has been made that the vacancy will be filled, while the recruitment process is undertaken.
 - (ix) Leave Without Pay.
 - (x) Where the substantive occupant is working in another position for a temporary period which may involve higher duties.
 - (xi) The substantive occupant agrees to work part-time for one or more periods.
 - (xii) The substantive occupant is seconded to another position.
 - (xiii) Annual Leave where staffing arrangements are such that it is impractical to maintain a pool of staff to provide annual leave cover.
 - (xiv) Accrued Days Off where staffing arrangements are such that it is impractical to maintain a pool of staff to provide ADO leave cover.
 - (xv) Any other situations as agreed between the Employer and the Union, either at an industry or local level.
- (b) The contract of employment of a fixed term contract employee will include the starting and finishing dates of employment, or in lieu of a finishing date, the specific circumstances relating to the situations as prescribed in subclause 11.2(a) above.
- (c) The Employer will provide to the Union, on request, the particulars of fixed term contract utilisation in a particular facility or part of a facility. The Employer will provide such detail as is reasonably necessary to demonstrate that the fixed term contract utilisation is in each case consistent with the commitment given in this clause.

11.3 Agency Employment

- (a) Agency engagements are not the preferred method of delivery of services and will only be used;
- (i) If there are no other suitably qualified employees available in the short term
 - (ii) If there is a bona fide emergency or urgent work requirement;
 - (iii) If the skills required cannot be obtained internally in the short term.
- (b) The Employer will provide to the Union, on request, the particulars of agency utilisation in a particular facility or part of a facility as follows:
- (i) Number of individual Agency staff engaged in each classification;
 - (ii) Number of hours worked by Agency staff in each classification;

- (iii) The name of each Agency that has supplied staff;
- (iv) The amount paid per month for Agency staff in each classification.

11.4 Casual Engagement

- (a) The Employer will provide to the Union, on request, the particulars of casual utilisation in a particular facility or part of a facility as follows:
 - (i) Number of individual casual employees engaged in each classification;
 - (ii) Number of hours worked by casual employees in each classification;
 - (iii) The amount paid per month for casual staff in each classification;

11.5 Relief Cover for Leave

- (a) The Employer will provide to the Union, on request, all particulars of leave cover provided in a particular facility or part of a facility. The Employer will provide such detail as is reasonably necessary to demonstrate that the leave coverage is in each case consistent with the commitment given in this clause.
- (b) The Employer will where practicable organise its staffing such that all relief cover is routinely provided from within the ordinary establishment of permanent staff.

11.6 The Union may negotiate for increases in the number of permanent positions where an excessive use of agency workers, casual employment or fixed term contract employment is identified.

11.7 For the purposes of this clause “impractical” means not operationally viable because of factors such as the cost, the size or location of a facility.

11.8 The Employer will respond in writing to a request for particulars of fixed term contract, casual employment and agency utilisation within 21 days of the request being made in writing by the Union.

11.9 Existing part-time, casual and fixed term contract employees within a Hospital / facility will be provided with the opportunity to fill vacant permanent positions. External applicants will only be considered where there is no suitable pool of existing casuals, part-time or fixed term contract employees with the required skills within the Hospital / facility.

11.10 Full-time employment

A full-time employee will be employed for an average of 38 ordinary hours per week over any of the cycles prescribed in the Clause 13. Hours of Work, Clause 15. Breaks, Clause 16. Overtime, Clause 17. Shift Work, and Clause 18. Weekend Work Clauses in this Agreement.

11.11 Regular Part time employment

- (a) An employer may employ regular part time employees in any classification of this Agreement.
- (b) A regular part time employee is employed to work less than an average of 38 ordinary hours per week. Where the part time employee's hours of work cycle allows for an accrued day off, as defined in Clause 13. Hours of Work of this Agreement, then such employee will be paid one fortieth (1/40) of the weekly rate prescribed by this Agreement for the work performed.
- (c) The exception to this is where a regular part time employee's hours of work is less than 16 hours per week then the employer may require the employee to work a cycle which does not allow for an accrued day off, then the employee will be paid per hour one thirty eighth (1/38) of the weekly rate prescribed by this Agreement for the work performed.
- (d) At the time of engagement the employer and regular part time employee will agree in writing, on a regular pattern of work, specifying at least the hours of work each day, which days of the week the employee will work and the actual starting and finishing times each day.
- (e) Any agreed variation to the regular pattern of work will be recorded in writing.
- (f) The employer must give the employee one days clear notice, during any roster period, of a proposed increase in hours. If the employee agrees to the increase in hours, then for the remainder of that roster the increased hours will be considered to be the employee's ordinary hours of work.
- (g) An employer is required to roster a regular part time employee for a minimum of three consecutive hours on any shift. Exceptions to this clause are;
 - (i) Where special circumstances exist as agreed between the employer, the employee and the union, a period less than three hours will apply; or
 - (ii) Where that shift is for the provision of home and community care (HACC) duties within a rural health service, and where the regular client need is less than three hours the minimum will be one hour per shift.
- (h) An employee who does not meet the definition of a regular part time employee and who is not a full time employee will be paid as a casual employee in accordance with subclause 19.7.
- (i) All time worked in excess of the hours as mutually arranged, will be overtime and paid for at the rates prescribed in Clause 16. Overtime of this Agreement.

11.12 Probation

- (a) Subject to subclause 11.12(b), every new employee, other than a casual employee, including employees engaged for a fixed term, will be on probation for a period of three (3) months.

- (b) An employee who is appointed from the Public Sector of Western Australia, and who has at least three months of continuous satisfactory service immediately prior to appointment will not be required to serve a period of probation.
- (c) At any time during the period of probation the Employer may annul the appointment and terminate the service of the employee by the giving of two (2) weeks notice or payment in lieu thereof.
- (d) At any time during the period of probation the employee may resign by giving two (2) weeks notice.
- (e) A lesser period of notice may be agreed, in writing between the Employer and the employee.

11.13 Contracting Out and Privatisation

- (a) The parties recognise the importance of promoting long term job security and career development for employees subject to this Agreement.
- (b) With the exception of those contracts for services currently in existence, there will be no contracting out or privatisation of functions or duties performed by directly employed workers during the life of this Agreement.
- (c) Subject to successfully negotiating an efficiency and quality agreement between the parties to this Agreement, the Employer will not re-tender contracts for service currently in place which can be carried out by directly employed workers.
- (d) Negotiations to successfully return in house those functions or duties currently out-sourced will include the following factors;
 - (i) Whether the product delivered under the contract for services meets the expected outcomes in terms of efficiency, quality and safety;
 - (ii) Public interest considerations such as quality of services and the safety of patients;
 - (iii) Cost, in particular the wages differential (if any) between the rates of pay for employees current contracts and directly employed employees; and
 - (iv) The impact the contract has on the job security and career development for employees subject to this agreement.
- (e) Any agreement reached between the parties as a result of this process will be written up into a document and signed by both parties. The parties agree to be bound by the agreement as recorded in this document. The document will then be binding and enforceable between the parties.

11.14 Termination of Employment

- (a) Notice of Termination by employer

- (i) In order to terminate the employment of a full time or regular part time employee the employer will give to the employee the period of notice specified in the table below:

Period of continuous service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (ii) In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- (iii) Payment in lieu of notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- (iv) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated.
- (v) The period of notice in this clause, will not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.
- (vi) Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time will once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship will be counted as service in determining any future termination.

(b) Notice of termination by an employee

- (i) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (ii) If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

(c) Time off during notice period

Where an employer has given notice of termination to an employee, an employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

12. SUPPORTED WAGE EMPLOYMENT

12.1 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

(a) In the context of this clause, the following definitions will apply:

“Supported Wage System” means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability as documented in “[Supported Wages System: Guidelines and Assessment Process]”.

“Accredited Assessor” means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.

“Disability Support Pension” means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

“Assessment Instrument” means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(b) Eligibility Criteria

(i) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

(ii) The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of Worker’s Compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

(iii) The clause also does not apply to employers in respect of their facility, program, undertaking, services or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s.10 or s.12A of the Act, or if a part has received recognition, that part.

(c) Supported Wage Rates

Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity (subclause (d))	% of Prescribed Agreement Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable will be not less than \$64 per week).

*Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

(d) Assessment of Capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (i) the employer and the union in consultation with the employee or, if desired by any of these; or
- (ii) the employer and an accredited Assessor from a panel agreed by the parties to the Agreement and the employee.

(e) Lodgement of Assessment Instrument

- (i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the employee, will be lodged by the employer with the Registrar of the Western Australian Industrial Relations Commission.
- (ii) All assessment instruments will be agreed and signed by the parties to the assessment, provided that where a union which is party to the Agreement, is not a party to the assessment, it will be referred by the Registrar to the Union by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

(f) Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System.

(g) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro-rata basis.

(h) Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause will take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (ii) During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- (iii) The minimum amount payable to the employee during the trial period will be no less than the amount prescribed by the relevant authority
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under subclause (iv) of this clause.

PART 3 - HOURS OF WORK

13. HOURS OF WORK

- 13.1 The ordinary hours of work of all full-time employees will be an average of 38 hours per week over any five days of the week to be worked in one of the following cycles:

- (a) A four week cycle of 19 days of eight hours each with 0.4 of one hour each day worked accruing as an entitlement to take the 20th day in each cycle as a day off and paid for as though worked.
- (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 12 days off in each 12 months period. When working this cycle accrued days will be taken as follows:
 - (i) 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.
 - (ii) Where an employer and employee mutually agree, accrued days off can be taken in single day absences.
- (d) In addition to the work-cycles in this subclause and by agreement between the employer and employee a work cycle of 38 hours per week or 76 hours per fortnight or any other method agreed may be worked.

13.2 In reaching agreement pursuant to subclause 13.1(d), the union must be informed of the intention by the employer to use the facilitative provision and must be given reasonable opportunity to participate in the negotiations. Union involvement in the process does not mean that the consent of the union is required prior to the introduction of the new work cycle.

13.3 Maximum daily ordinary hours

- (a) The spread of hours of work will be from the time an employee signs on duty at the beginning of a shift until the employee signs off at the completion of the shift.
- (b) The spread of hours of any one shift can not exceed ten (10) hours.
- (c) The exception to this is where a spread of hours exceeding 10 hours but not exceeding 11.5 hours, allows for the work to be undertaken without additional staff and / or expense.

13.4 Changing ordinary hours of work/rostering arrangements

- (a) The Consultative Committee established pursuant to Clause 47. Consultation Mechanism of this Agreement will apply the following principles when considering major issues relating to rostering:
 - (i) Rostering must balance employee and Employer needs while recognising that the priority is the provision of quality patient care.
 - (ii) Rostering systems must conform to relevant Agreement provisions.

- (iii) Rosters should be posted well in advance of their implementation to facilitate employees planning and dispel feelings of anxiety and uncertainty.
 - (iv) Specific Hospital policies pertinent to rostering must be determined and recorded prior to implementing a new rostering program.
 - (v) Rostering policies must serve to protect individual employees against discriminatory action.
 - (vi) The rostering system must accommodate all employees' leave allowances.
 - (vii) Any proposals to alter the rostering system such as alternative methods of working time, 38 hour week or the introduction of 12 hour shifts must be supported by a two thirds majority of affected employees, or such other proportion as is agreed between the Employer and the Union.
 - (viii) Ballots will be by secret postal ballot of all affected employees including employees on leave or workers' compensation who can be contacted as far as reasonably practicable. Ballots will be conducted by, and the results scrutinised and declared by, two persons one of whom is nominated by the Chief Executive/General Manager at the relevant Hospital and the other of whom is nominated by the Union.
 - (ix) Conditions outside the workplace must be considered in any roster change of start and finish times to minimise undesirable affects e.g. personal safety and public transport.
 - (x) Full time and part time employees will not have their hours reduced by the introduction of rostering changes.
- (b) Where a consultative committee decides to consider alternative rostering systems in a work area, the following process will be followed:
- (i) The Union will be notified in writing, as soon as the decision to consider rostering is made. Such notification will be made at least two (2) weeks before any further action, including meetings or employee consultations, is taken.
 - (ii) Employer representatives and Union representatives from the consultative committee will conduct meetings with the affected employees.
 - (iii) Develop several proposals in conjunction with the committee, for alternative rosters that may meet the needs of the Hospital and employees. Comments should be invited from all affected employees, other staff at the Hospital and customers.
 - (iv) Identify the expected benefits and possible detrimental effects to the patients, the Hospital and employees.

- (v) Training and communication sessions for the employees should be arranged to allow for effective communication between staff and the Employer.
- (vi) Proposed rosters should be forwarded to the employees and Union for comments allowing for at least a two-week comment period.
- (vii) Conduct meetings to report back results to employees and provide opportunity for full discussion of proposed changes. Where possible, a joint presentation of the proposed rosters should be given.
- (viii) A secret ballot of all affected employees, (including those on leave or workers compensation who can be contacted as far as reasonably practicable), will be conducted by the consultative committee before any alternative roster is introduced. The Union will be notified 14 days before the holding of the ballot.
- (ix) If a new roster is agreed there will be at least a four-week notice period before implementation including education and consultation with employees. Employees who feel they will be disadvantaged by the proposal should have their concerns addressed specifically.
- (x) Implement the new roster.
- (xi) Allow the roster to run for a trial period of approximately three months. During this time the consultative committee will make an evaluation. This should include OS&H concerns, family needs, job satisfaction, and absenteeism. Meetings should be held with employees to determine the effectiveness of the new roster.
- (xii) Any employee who feels that the new roster is disadvantaging them should approach Hospital management, the Union or the consultative committee.
- (xiii) Any disputes during this process will be dealt with in accordance with Clause 51. Dispute Settlement Procedure.
- (xiv) Alternative roster arrangements that are approved in accordance with this clause and Clause 47. Consultation Mechanism are not subject to the requirements of subclause 13.1(d) of this Agreement.
- (xv) An officer of the Union is entitled to attend, and address, any meeting pursuant to subclauses 13.4(b)(ii) or 13.4(b)(iii).
- (xvi) At no stage of the above process will the Union veto the consideration of any new rostering proposal.
- (xvii) An alternative process may take place by agreement between the Union and Employer.

13.5 Substituting accrued day off

Where the employer and employee by agreement, substitute the employee's accrued day off for another day, then the accrued day off will become an ordinary working day.

13.6 Maximum number of consecutive rostered days of work

Where practicable, an employee's ordinary hours of work will not be rostered over more than six (6) consecutive days.

13.7 Rosters

- (a) A roster setting out the ordinary hours of work will be displayed by the employer where it can be easily seen by all affected employees.
- (b) The roster will show the start and finish times for each employee as well as breaks of shift; and each employees rostered days off.

13.8 Posting and changes to rosters

- (a) The roster will be posted at least 48 hours before it comes into operation and may only be altered:
 - (i) Because of a circumstance which the employer could not have reasonably foreseen; and
 - (ii) Where the employee concerned is notified before the end of the shift immediately prior to the changed shift or on the day before the changed shift commences.

13.9 Roster of Accrued Days Off

- (a) A roster for Accrued Days Off will be posted at least four weeks before it comes into operation.
- (b) A roster for Accrued Days Off may allow an employee to take Accrued Days Off before they become due.

13.10 Minimum ten (10) hour break between ordinary hours of work

- (a) An employee will have a minimum of ten (10) hours break between the finish of one shift and the commencement of the next shift.
- (b) The exception to this is at the change of roster, where an employee may complete a night shift and be next rostered for afternoon shift.

13.11 Hospitals where daily average of occupied beds does not exceed four (4)

There will be no fixed hours of duty in hospitals where the daily average of occupied beds does not exceed four (4). This daily average will be calculated on the actual inpatient days only, outpatients and babies are not to be included for the purposes of these calculations.

14. HOURS OF WORK - ACCRUED DAYS OFF

- 14.1 Subject to this clause, employees may accrue days off in accordance with subclause 13.1 of the Agreement. The inclusion of this clause will not be taken of itself to imply that there are any grounds for diminishing employees' entitlements to accrued days off.
- 14.2 Accrued days off may be accumulated provided that, where an employee has accumulated eleven (11) or more days off, the Employer may, direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to ten (10), provided that the Employer must give not less than:
- (a) twenty four (24) hours notice to the employee where one (1) accrued day off is to be taken.
 - (b) two (2) weeks notice is given to the employee where two (2) or more accrued days off are to be taken consecutively.
- 14.3 Accrued days off can be taken at any time where agreed to by the Employer and employee.
- 14.4 Accrued days off may be cashed out in accordance with Clause 42. Cashing Out Leave Entitlements of this Agreement.
- 14.5 Unless the parties agree otherwise, accrued days off will continue to be paid in accordance with the arrangements which currently apply:
- (a) Average of Last Two Pays Method
 - (i) The same method used for calculating the shift penalties in lieu of the annual leave loading for shift workers. The average of penalties paid in the two pays periods prior to the employee actually taking an accrued day off are calculated and the employee is paid the ordinary time rate plus the average penalty amount.
 - (ii) This method applies at Fremantle Hospital, Royal Perth Hospital, Osborne Park Hospital, Swan Health Service, Princess Margaret Hospital for Children.
 - (b) Paid as Earned Method
 - (i) Penalties are paid on actual hours worked. For example in the case of a full time employee who works an 8 hour shift, the employee is paid 8 hours of shift penalty loading plus the ordinary time rate for 7.6 hours with the balance of time actually worked (0.4 hours) being credited toward an accrued day off. When an accrued day off is taken, payment is made at the ordinary time rate because the shift penalty loading has already been paid.
 - (ii) This method applies at Hospitals other than those cited in subclause 14.5(a)(ii) of this clause.

14.6 The parties may agree to the application of one uniform method of payment for accrued days off during the life of this Agreement.

15. BREAKS

15.1 An employee can not work more than five (5) hours without a break.

- (a) There will be no more than three (3) breaks in any shift including meal breaks.
- (b) A meal break will be for a period of at least 30 minutes but not greater than one hour for each meal.
- (c) The exception to this provision is that night shift employees will work a straight shift of eight hours which will include a paid meal break during which the employee will be on call.

15.2 Tea Breaks

- (a) Employees will take only one tea break per shift for shifts of four hours or longer.
- (b) Employees on shifts of less than four hours will not be entitled to a tea break.
- (c) A tea break will be a maximum of fifteen minutes.
- (d) Notwithstanding anything mentioned in the above subclauses an employee who is employed for greater than four hours is entitled to an unpaid meal break of not less than 30 minutes and not more than one hour as well as the tea break.

16. OVERTIME

16.1 Overtime Entitlement

- (a) Overtime means all time required to be worked in excess of the ordinary rostered hours of duty prescribed in Clause 13. Hours of Work on any day the employee is rostered on duty.
- (b) Overtime will be paid for at the rate of time and one half for the first two hours and double time after that, calculated on an employee's hourly rate.
- (c) The exception to this is that overtime worked on a Public Holiday will be paid at time and one half in addition to the employee's ordinary hourly rate of pay.
- (d) Overtime will be paid in addition to the weekend or shift rates as the case may be.

16.2 Overtime Rates - on a rostered day off

- (a) All work performed by rostered employees on any day on which they are rostered off duty or days worked in excess of those provided in Clause 13. Hours of Work will be paid at the rate of double time.

- (b) The exception to this is where the day worked is a public holiday then double time and one half will be paid.

16.3 Time off instead of payment for overtime

- (a) When overtime is required because of the failure of another employee to report for duty and when agreed by both the employee and the employer, time off equivalent to the time worked may be granted instead of payment for overtime.
- (b) The exception is where a full additional shift is required then overtime rates will be paid.
- (c) Overtime worked on any day stands alone.
- (d) An employee who is recalled to work after leaving the workplace at the end of their shift will be paid a minimum of three hours at overtime rates.
- (e) Where an employee does not have the 10 hour break as required in subclause 13.10 the employee will be paid overtime until the employee has a 10 hour break between shifts.
- (f) Where the agreed length of a shift is extended past eight hours per day in accordance with Clause 13. Hours of Work, overtime will be payable for time worked in excess of the rostered shift.
- (g) In the case of part-time employees overtime will be payable after the ordinary rostered hours worked have been worked for that day.
- (h) Where an employee is required to work overtime for a period of at least two hours in excess of the daily required hours of work, the employee will be provided with a free meal or will be paid the overtime meal allowance contained in Clause 24. Miscellaneous Allowances.

16.4 On Call

- (a) An employee is on-call when the employee is given a written direction by the employer, which may be in the form of a published roster, to remain at such a place or otherwise be immediately contactable by telephone or other means during the hours when the employee is not otherwise on duty in case of a call out requiring an immediate return to duty.
- (b) An employee who is on call will be paid 18.75% of 1/38th of the weekly rate of pay prescribed for a Support Worker Level 10, 1st year for each hour or part thereof the employee is on call.
- (c) The payments referred to in subclause 16.4(b) will not be made in respect to any period for which overtime is paid when the employee is recalled to work.

- (d) Where it is determined that the means of contact is to be by mobile telephone, pager or similar device, the employer will provide the employee with the device at no charge to the employee.
- (e) An employee on call who is recalled to work for any purpose will be paid at the appropriate rate of pay prescribed by Clause 16. – Overtime of this Agreement for the period of the recall.
- (f) Where an employee on call is recalled to work in accordance with subclause 16.4(e) above, then the employee is deemed to have commenced work at the time of the notification of the recall.

17. SHIFTWORK

17.1 For the purposes of this clause:

- (a) Afternoon Shift means any shift commencing between 12 noon and 6pm.
- (b) Night Shift means any shift commencing between 6 pm and 4 am.
- (c) Permanent Afternoon Shift or Permanent Night Shift means where an employee works either an afternoon or night shift as part of a non-rotating roster.

17.2 The allowances to be paid to employees for working shift work and permanent shift work are contained in Clause 25. Shift, Weekend and Public Holiday Payment and Allowances.

17.3 The shift allowance will not apply to an employee who commences on or after 12 noon and completes the hours of that shift at or before 6pm on that day.

18. WEEKEND WORK

18.1 For the purposes of this clause:

- (a) Weekend work means where an employee whose ordinary hours of work are rostered between 12 midnight on Friday and 12 midnight on Sunday.
- (b) The Saturday and Sunday allowances to be paid to employees whose ordinary hours are rostered on Saturday and/or Sunday are contained in Clause 25. Shift, Weekend and Public Holiday Payment and Allowances.

18.2 The allowance prescribed for Saturday and/or Sunday work are in substitution for and not cumulative on the allowances defined for Shift Work contained Clause 25. Shift, Weekend and Public Holiday Payment and Allowances.

PART 4 - RATES OF PAY

19. CLASSIFICATION AND WAGE RATES

19.1 Employees covered by this Agreement shall be paid the minimum weekly rate of wage set out below:

Classification	Weekly Rate Payable on and from 1 August 2007	Weekly Rate Payable on and from 1 August 2008	Weekly Rate Payable on and from 1 August 2009
Level 1/2 1st year	\$685.72	\$713.15	\$741.67
Level 1/2 2nd year	\$693.40	\$721.13	\$749.98
Level 1/2 3rd year	\$710.15	\$739.15	\$768.15
Level 3/4 1st year	\$699.35	\$727.33	\$756.42
Level 3/4 2nd year	\$716.84	\$745.51	\$775.33
Level 3/4 3rd year	\$734.25	\$763.25	\$792.25
Level 5 1st year	\$715.17	\$743.77	\$773.52
Level 5 2nd year	\$720.44	\$749.26	\$779.23
Level 5 3rd year	\$731.25	\$760.25	\$789.25
Level 6 1st year	\$719.27	\$747.88	\$777.63
Level 6 2nd year	\$723.06	\$751.88	\$781.85
Level 6 3rd year	\$732.82	\$761.82	\$790.82
Level 7 1st year	\$728.62	\$757.23	\$786.98
Level 7 2nd year	\$734.00	\$762.82	\$792.79
Level 7 3rd year	\$744.67	\$773.67	\$802.67
Level 8 1st year	\$745.22	\$773.83	\$803.58
Level 8 2nd year	\$752.16	\$780.98	\$810.95
Level 8 3rd year	\$764.33	\$793.33	\$822.33
Level 9 1st year	\$763.60	\$792.21	\$821.96
Level 9 2nd year	\$770.39	\$799.21	\$829.18
Level 9 3rd year	\$783.01	\$812.01	\$841.01
Level 10 1st year	\$774.22	\$802.83	\$832.58
Level 10 2nd year	\$779.14	\$807.96	\$837.93
Level 10 3rd year	\$789.48	\$818.48	\$847.48
Level 11 1st year	\$796.64	\$825.25	\$855.00
Level 11 2nd year	\$803.95	\$832.77	\$862.74
Level 11 3rd year	\$817.25	\$846.25	\$875.25
Level 12 1st year	\$815.67	\$844.28	\$874.03
Level 12 2nd year	\$823.46	\$852.28	\$882.25
Level 12 3rd year	\$837.00	\$866.00	\$895.00
Level 13 1st year	\$845.47	\$874.08	\$903.83
Level 13 2nd year	\$854.00	\$882.82	\$912.79
Level 13 3rd year	\$868.04	\$897.04	\$926.04

19.2 Classifications

HOSPITAL WORKER LEVEL 1/2

Carpark Attendant
 Cleaner
 Domestic
 Food Service Attendant
 Gardener (Other)
 Kitchen Attendant
 Laboratory Attendant (Grade 1)
 Laundry Worker
 Orderly (Other)
 Orderly/Cleaner (Perth Dental Hospital)
 Animal House Attendant (Grade 1)

Cafeteria Assistant (RPH.)
Canteen Attendant (PMH.)
Dental School Orderly
Dry Cleaner
First Laundry person (Country Hospitals - where more than one employed)
Gardener (only one employed, PDH)
Gardener and Propagator (Sunset)
House Parent (Mt Henry, Bunbury, Albany)
Hygiene Orderly (no driving - RPH)
Machinist (other including any alterations)
Orderly (handling patients)
Senior Gardener (RPH)
Steward (Sunset, Swanbourne / Graylands)
Theatre Assistant (1st year R.P.H.)
Ward Assistant (P.M.H.)
Washing Machine Hands (including Hydros)

HOSPITAL WORKER LEVEL 3/4

All Purpose Orderly
Birth Suite & Theatre Orderly (KEMH)
Call Room Orderly (KEMH)
Call Room Orderly (RPH, PMH, Fremantle and SCGH)
CSSD Assistant (1st year)
CSSD Orderly (RPH 1st year)
Farm Assistant (Whitby Falls, Quo Vadis)
Gardener and Propagator (M.H.S.)
Gardener Herbicides (M.H.S.)
Handyperson
Hydrotherapy Attendant (1st year)
Machinist (who cuts and fits)
Menu Assistants
Shaving Orderly (RPH, Fremantle)
Theatre Assistant (Thereafter - RPH)
Theatre Orderly (1st year RPH, SCGH, Osborne Park Hospital and Bicton Annexe)
Theatre Orderly (Fremantle Hospital, Princess Margaret Hospital, King Edward Memorial Hospital and Perth Dental Hospital)
Animal House Attendant (Grade 2)
Cook (other)
CSSD Assistant (Thereafter)
CSSD Orderly (Thereafter - RPH)
Dry Cleaner (Swanbourne, Graylands)
Hydrotherapy Attendant (Thereafter)
Hygiene Orderly (Driving - RPH)
Laboratory Attendant (Grade 2)
Patent Care Assistant
Theatre Orderly (Thereafter - RPH, SCGH, Osborne Park and Bicton Annexe)

HOSPITAL WORKER LEVEL 5

Assistant Dining Room Supervisor (RPH)
Central Linen Room Supervisor (RPH)
Cook (only one employed)
Deputy Head Orderly (other Hospitals)
Domestic Supervisor (Pyrton)
Driver (less than 3 tonnes)
Head Gardener (Sunset, Manjimup and Narrogin)
Linen Room Supervisor (Heathcote and Lemnos)
Linen Services Supervisor (Fremantle and KEMH)
Linen Supervisor (Perth Dental Hospital)
Machinist Supervising Patients (Mental Health)
Machinist Supervisor (Pyrton)
Programme Assistants Alcohol and Drug Authority
Storeperson (Grade 1)
Trainee Food Supervisor (RPH)

HOSPITAL WORKER LEVEL 6

Bus Driver (less than 25 passengers)
Driver (over 3 tonnes)
Storeperson (Grade 2)
Hairdresser

HOSPITAL WORKER LEVEL 7

Bus Driver (over 25 Passengers)
Second Cook (other Hospitals)
Storeperson (Grade 3)
Transport Officer (RPH)

HOSPITAL WORKER LEVEL 8

Assistant Supervisor Cleaning
Services (Swanbourne/Graylands)
Cafeteria Supervisor (PMH)
Canteen Supervisor (PMH)
Carpenter (Fremantle, Mental Health)
Cleaning Services Supervisor (KEMH)
Deputy Head Orderly (Major Metropolitan Hospitals)
Head Gardener (Kalgoorlie, Bunbury and Geraldton)
Head Orderly (Perth Dental Hospital)
Horticulturist
Laundry Supervisor (Geraldton)
Laundry Supervisor (PMH)
Pantry Supervisor (KEMH)
Projectionist
Trainer

HOSPITAL WORKER LEVEL 9

Assistant Housekeeper (Fremantle)
Bootmaker
Butcher, where appointed as such

Cafeteria Supervisor (RPH)
Cleaning Services Supervisor (Heathcote, Lemnos, Pyrton)
Deputy Head Orderly (SCGH)
Dining Room Supervisor (PMH, KEMH and RPH)
First Butcher
First Cook (other Hospitals)
Head Orderly (Mt Henry)
Housekeeper (Country Hospitals - under 20 beds)
Head Gardener (PMH, Fremantle, SCGH and KEMH)
Rehabilitation Assistants (ADA)
Second Cook (RPH, SCGH, Fremantle PMH, KEMH and Graylands)
Senior Food Service Attendant (Hospitals with less than 100 beds)

HOSPITAL WORKER LEVEL 10

Assistant Housekeeper (SCGH)
Cleaning Services Supervisor (Port Hedland)
Head Orderly (KEMH)
Housekeeper (Mt Henry and Pyrton)
Housekeeper (Country Hospitals - 20 beds and over)
Laundry Supervisor (Narrogin)
Senior Food Service Attendant (Hospitals with 100 or more beds)
Tradesperson Cook

HOSPITAL WORKER LEVEL 11

Chef (other Hospitals)
Head Orderly (PMH, Fremantle, Sunset and RPRH)
Housekeeper (Olive Jones Nurses' Home)
Housekeeper (Fremantle Hospital)
Linen Room and Despatch Supervisor (Swanbourne/Graylands)
Linen Services Supervisor (PMH)
Linen Supervisor (SCGH)
Sterilisation Technician

HOSPITAL WORKER LEVEL 12

Chef (RPH and MHS)

HOSPITAL WORKER LEVEL 13

Head Orderly (SCGH)
Orderly and Transport Services Co-ordinator
Advanced Sterilisation Technician

19.3 Sterilisation Technicians

- (a) “Trainee Sterilisation Technician” means an employee who is undertaking a course of study leading to attainment of a Certificate III in Health Service Assistance (Sterilisation Services) and gaining on the job experience in a sterilisation unit in order to obtain employment as a Sterilisation Technician.

- (b) “Sterilisation Technician” means an employee who has attained a Certificate III in Health Service Assistance (Sterilisation Services) and has a minimum of 2 years relevant experience working in a sterilisation unit.
- (c) “Advanced Sterilisation Technician” means a Sterilisation Technician who has advanced level competencies and undertakes complex specialised sterilisation duties.
- (d) Trainee Sterilisation Technicians will be employed for the purposes of satisfactorily completing, within the requisite period, an approved course of study leading to attainment of a Certificate III in Health Service Assistance (Sterilisation Services).
- (e) The rate of pay of a Trainee Sterilisation Technician is 87% of the rate of pay of a Sterilisation Technician.

	Weekly Rate Payable on and from 1 August 2007	Weekly Rate Payable on and from 1 August 2008	Weekly Rate Payable on and from 1 August 2009
87% of Level 11, 3 rd Service Increment	\$711.01	\$736.24	\$761.46

- (f) The classification of a Sterilisation Technician is Level 11. The rate of pay is the 3rd Service Increment.
- (g) The classification of an Advanced Sterilisation Technician is Level 13. The rate of pay is the 3rd Service Increment.
- (h) An employee who is a permanent employee in another classification, who is appointed as a Trainee Sterilisation Technician, will be entitled to return to employment in that previous classification if the employee does not successfully complete the requisite training.
- (i) An employee who was classified as a Sterilisation Technician Grade 1 under Western Australian Government Health Services (ALHMWU) Agreement 2002 will be classified as a Sterilisation Technician provided that the rate of pay of such an employee will be 95% of the rate of pay of a Sterilisation Technician.

	Weekly Rate Payable on and from 1 August 2007	Weekly Rate Payable on and from 1 August 2008	Weekly Rate Payable on and from 1 August 2009
95% of Level 11, 3 rd Service Increment	\$776.39	\$803.94	\$831.49

19.4 Payment of wages

- (a) Wages will be paid fortnightly. Overtime and penalty rates where applicable will be paid at least monthly.
- (b) No deduction will be made from an employee's wages unless the employee has authorised such deduction in writing.

- (c) On termination of employment the employer will pay to the employee all monies payable to that employee before the employee leaves the place of employment or the same will be forwarded to the employee by post in the following week.
- (d) Wages will be paid by direct funds transfer to the credit of an account nominated by the employee at such bank, building society or credit union approved by the employer.
- (e) Where such form of payment is impractical and some exceptional circumstances exist and by agreement between the employer and the employee, payment by cheque may be made.
- (f) An employee who performs shift or weekend work irregularly may be paid shift or weekend penalties during the pay period in which the work is performed.

19.5 Junior Hospital Employees

- (a) The minimum rate of wage payable to junior employees shall be the following percentage of the prescribed wage during the first year of employment for an adult employee doing the same class of work.

	%
Under 17 years of age	60
Under 18 years of age	70
Under 19 years of age	80
At 19 years of age	100

- (b) The percentages outlined above will also apply for the purpose of calculating the shift penalty loading payable pursuant to subclauses 25.1, 25.2 and 25.3.

19.6 Telephonists and receptionists (Graylands)

The rates payable from time to time to telephonists in the public service will apply.

19.7 Casual employees

Casual employees will be paid at the rate of 20 per cent in addition to the rates herein prescribed.

19.8 Transitional provisions for the transfer of classifications to a multi purpose service (MPS)

- (a) This clause applies to employees transferring from employment under the Aged and Disabled Persons Hostels' (ALHMWU) Interim Award 1996 or Aged and Disabled Persons Hostels Award, 1987 onto this award as part of the establishment of a Multi Purpose Service as defined in 7.18 - Definitions and who are employed in the hostel/lodge setting of the MPS. These employees shall be classified as follows:
- (b) Employees previously employed as Domestics under the Aged and Disabled Persons Hostels' (ALHMWU) Interim Award 1996 or Aged and Disabled Persons Hostels Award, 1987 will be classified as Hospital Worker Level One;

- (c) Employees previously employed as Assistant Supervisors under the Aged and Disabled Persons Hostels' (ALHMWU) Interim Award 1996 or Aged and Disabled Persons Hostels Award, 1987 will be classified as Hospital Worker Level Five;
- (d) Employees previously employed as Supervisors under the Aged and Disabled Persons Hostels' (ALHMWU) Interim Award 1996 or Aged and Disabled Persons Hostels Award, 1987 will be classified as Hospital Worker Level Six; and
- (e) Those employees whose normal place of work is the hospital and who are required to work an occasional shift in the hostel/lodge at a higher classification as part of their ordinary hours shall be paid in accordance with Clause 31. Higher Duties of this Agreement.
- (f) Those employees whose employment is transferred as part of the establishment of an MPS will not suffer any reduction in pay or conditions of employment as a consequence of the transfer.
- (g) Enrolled Nurses may voluntarily agree to work shifts in the MPS setting in classification of Level 5 and 6 of the award when those shifts are in addition to normal contracted hours.

19.9. Patient Care Assistant

- (a) If a Hospital wishes to introduce a PCA model, the Union will not oppose it where the process is consistent with this Agreement.
- (b) The introduction of a PCA model will be implemented through a Consultative Committee between the parties.
- (c) The Employer will provide all relevant information in a timely and co-operative manner.
- (d) The selection process for PCAs will be open and fair in accordance with the Public Sector Standards in Human Resource Management.
- (e) Special attention will be given to ensuring that workers of non-English speaking backgrounds are not disadvantaged by the introduction of the PCA.
- (f) Special attention will be given to ensuring that employees with family responsibilities will not be disadvantaged by the introduction of the PCA.
- (g) PCAs will be provided with agreed training prior to taking up positions.
- (h) In filling any PCA position preference will be given to those employees who have been displaced in their existing positions by the introduction of PCAs.
- (i) PCAs shall not perform nursing duties.

19.10 Classification Review

The parties agree that there needs to be a formal reclassification process for groups of employees from a particular work area/classification or individuals where there is only one employed.

- (a) The reclassification claim will be determined by comparing the skills/duties/responsibilities etc at the point of employment to those which have changed or been added to the position. The parties agree to develop appropriate documentation during the life of the Agreement.
- (b) The reclassification claim will be presented to a Review Committee established by agreement between the union and the employer. The process will be as follows:
 - (i) Affected employee/employees will contact the LHMU office in regard to their claim. The union may request to advocate on behalf of the employee at the Review Committee.
 - (ii) All employee/s will complete the appropriate documentation detailing the change in skills/duties/responsibilities etc.
 - (iii) The claim will be presented on behalf of the employee/s to the relevant Committee and the Human Resources Department has no right of veto over the claim.
- (c) If agreement cannot be reached then the matter will be referred to the WAIRC for resolution.
- (d) The parties may at any time agree to replace the re-classification process provided that the agreement between the parties will be set out in writing and signed by both parties. The parties agree to be bound by the agreement as recorded in the document. The document will then be binding and enforceable between the parties.

20. UNDERPAYMENTS

- 20.1 Where an employee is underpaid in any manner, the Employer will rectify the error as soon as practicable.
- 20.2 Notwithstanding subclause 20.1, an error will be rectified no later than in the pay immediately following the date on which the Employer discovers, or is advised, that the error occurred.
- 20.3 Notwithstanding the provisions of subclause 20.2, an employee will be paid any underpayment immediately by way of a special payment where the underpayment of wages has created serious financial hardship.

21. SALARY PACKAGING

- 21.1 For the purposes of this Agreement salary packaging will mean an arrangement whereby the wage or salary benefit arising under a contract of employment is reduced, with another or other benefits to the value of the replaced salary being substituted and due to the employee.

- 21.2 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.
- 21.3 The Employer will not unreasonably withhold agreement to salary packaging on request from an employee.
- 21.4 The Employer will not require an employee to enter into a salary packaging arrangement, provided that this clause will not impinge on any additional Employer provided benefits.
- 21.5 Where an employee enters into a salary packaging arrangement they will be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of such salary packaging arrangement provided that the terms of such agreement will comply with the terms of this clause.
- 21.6 Such agreement will be formulated on the basis that, on balance, there will be no material disadvantage of the employee concerned, and will be cost neutral in relation to the total employment cost to the Employer.
- 21.7 The salary packaging arrangement must comply with relevant taxation laws and the Employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.
- 21.8 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee, or the provision of Employer benefits under the salary packaging agreement, such tax, penalties and any other costs will be borne by the employee.
- 21.9 An employee may elect to cancel any salary packaging arrangement by giving a minimum of four weeks notice.
- 21.10 The Employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks notice if the Employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the Employer cannot retrospectively cancel any salary packaging arrangement.
- 21.11 Notwithstanding subclauses 21.9 and 21.10 the Employer and the employee may agree to forgo the notice period.
- 21.12 The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.
- 21.13 Clause 51. Dispute Settlement Procedure will be used to resolve any dispute arising from the operation of this clause.
- 21.14 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 19. Classification and Wage Rates, Clause 23. Hospital Allowance and subclauses 24.7 and 24.8 will continue to be so calculated despite an election to participate in any salary packaging arrangement.

22. APPRENTICES**22.1 Apprentices Wages**

- (a) The weekly rate will be a percentage of the tradesperson's rate as hereunder:

	% of Tradesperson's Weekly Rate
Four Year Term	
First year	42
Second year	55
Third year	75
Fourth year	88
Three and a Half year Term	% of Tradesperson's Weekly Rate
First six months	42
Next year	55
Next following year	75
Final year	88
Three Year Term	% of Tradesperson's Weekly Rate
First year	55
Second year	75
Third year	88

- 22.2 For the purposes of this part "tradesperson's rate" means the rate of wage payable to a tradesperson cook as defined in Clause 19. Classification and Wage Rates above.

PART 5 - ALLOWANCES**23. HOSPITAL ALLOWANCE**

- 23.1 The Hospital Allowance that was previously payable under the LHMU – Department of Health Support Workers Federal Agreement 2004 (AG838503 PR955334) has been included in the wage rate specified in Clause 19. Classification and Wage Rates of this Agreement.

24. MISCELLANEOUS ALLOWANCES**24.1 Overtime - Meal Allowance**

- (a) 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 \$9.51 as meal money.

- 24.2 Orderlies employed on boiler firing duties - \$2.17 per day.

- 24.3 A storeperson required to operate a ride-on power operated tow motor, a ride-on power operated pallet truck or a walk-beside power operated high lift stacker in the performance of his/her duties shall be paid an additional \$0.46 per hour whilst so engaged.

- 24.4 A storeperson required to operate a ride - on power operated fork lift, high lift stacker or high lift stock picker or a power operated overhead traversing hoist in the performance of his/her duties shall be paid an additional \$0.60 per hour whilst so engaged.

24.5 Leading Hand Allowance

- (a) Any employee, other than those classifications which specify the employee is required to be in charge of other employees, will be paid the following allowances where the employee is placed in charge.
 - (i) not less than three and not more than ten other employees shall be paid \$21.42 per week in addition to the ordinary wage prescribed by this clause;
 - (ii) more than ten and not more than 20 other employees will be paid \$32.08 per week in addition to the ordinary wage prescribed by this clause;
 - (iii) more than 20 other employees will be paid \$42.71 per week in addition to the ordinary wage prescribed by this clause.

24.6 Uniforms and Protective Clothing

(a) Uniforms

The Employer will provide free of charge to each employee the following items of clothing:

- (i) Trousers or skirts: six (6) items
- (ii) Long or short sleeved shirts: six (6) items
- (iii) Jackets or cardigans: two (2) items
 - (1) Female staff may be provided with six (6) dresses in lieu of the items specified in sub clause 24.6(a)(i) and 24.6(a)(ii) above.
 - (2) Where a Hospital is situated North of 26 degrees south latitude, and by agreement between the Employer and Union, jackets and cardigans need not be provided.
 - (3) Any employee who may be required to work in the rain or pass through the rain in the course of their work will be provided with a waterproof coat.
 - (4) The standard uniform items prescribed in subclause 24.6(a) may be varied by agreement between the Employer and the Union where a Hospital has the need for particular items of clothing to be worn. In these circumstances each employee will have sufficient number of uniforms to ensure a clean uniform daily.
 - (5) No employee will be required to wear stockings or pantyhose.
 - (6) All employees must wear a suitable enclosed shoe however the Employer will not specify the colour or brand.

- (7) Uniforms provided to employees will at all times remain the property of the Employer.

(b) Protective Clothing

Without limiting the provisions of this Agreement, employees will be provided with the following items of protective clothing as required:

- (i) Chefs/Cooks/Stewards/Housekeepers – Aprons
- (ii) Gardeners/Outside Workers - one oilskin coat every two (2) years or other sturdy weatherproof coat and one sun hat
- (iii) Hygiene Orderlies and Handy People – Two (2) sets of overalls annually.

(c) Laundry

All washable clothing forming part of the uniforms supplied by the Employer shall:

- (i) Be laundered free of cost to the employee; or
- (ii) In lieu of such free laundering the Employer may pay the employee \$3.00 per week to partly cover the cost of laundering.

24.7 Mortuary Attendance Allowance

- (a) If a Hospital does not employ a Mortuary Technician (or one is not available) and an employee is required to perform mortuary duties, which includes:
 - (i) Washing and preparing a body for viewing;
 - (ii) Undertaking duties on a body in a decayed state and/or following violent death;
 - (iii) Assisting with a post mortem examination;
 - (iv) Conducting a viewing where the employee is the only staff member present;
 - (v) Assisting police in removing clothing or taking photographs;

the following allowance will be paid for each occasion of service.

4.5% Rate Payable on and from 1 August 2007	4% Rate Payable on and from 1 August 2007 2008 ²	4% Rate Payable on and from 1 August 2007 2009 ³
\$23.10	\$24.02	\$24.98

- (b) The Mortuary Attendance Allowance is not provided when an employee transports a body within a Hospital or Health Service or collects a body for viewing, or for other duties previously covered by the cadaver allowance.

² Drafting error - year changed from 2007 to 2008

³ Drafting error – year changed from 2007 to 2009

24.8 Ambulance Allowance

All Purpose Orderlies engaged at Derby, Fitzroy Crossing and Halls Creek who are regularly rostered to undertake ambulance duties will be paid an all purpose allowance whilst so engaged.

4.5% Weekly Rate Payable on and from 1 August 2007	4% Weekly Rate Payable on and from 1 August 2008	4% Weekly Rate Payable on and from 1 August 2009
\$39.51	\$41.09	\$42.73

25. SHIFT, WEEKEND AND PUBLIC HOLIDAYS PAYMENT AND ALLOWANCES

25.1 Shift work Payment

In addition to the ordinary rate of wage prescribed by this Agreement and where consistent with the provisions contained in Clause 17 - Shift work the following will apply :

- (a) A loading of \$2.30 per hour or pro rata for part thereof will be paid for time worked on afternoon or night shift.
- (b) A loading of \$3.45 per hour or pro rata for part thereof will be paid for time worked on permanent afternoon or night shift.
- (c) The loadings prescribed in this sub-clause will be increased by 4% on and from 1 August 2008 and then by a further 4% on and 1 August 2009 as detailed in the following table:⁴

	1 August 2007	4% Increase 1 August 2008	4% Increase 1 August 2009
25.1(a)	\$2.30	\$2.39	\$2.49
25.1(b)	\$3.45	\$3.59	\$3.73

25.2 Weekend Work Payment

In addition to the ordinary rate of wage prescribed by this Agreement and where consistent with the provisions contained in Clause 18. Weekend Work the following will apply:

- (a) A loading of \$9.22 per hour or pro rata for part thereof for ordinary hours worked between midnight on Friday and midnight on Saturday.
- (b) A loading of \$18.48 per hour or pro rata for part thereof for ordinary hours worked between midnight on Saturday and midnight on Sunday.
- (c) The loadings prescribed in this sub-clause will be increased by 4% on and from 1 August 2008 and then by a further 4% on and 1 August 2009 as detailed in the following table:⁵

	1 August 2007	4% Increase 1 August 2008	4% Increase 1 August 2009

⁴ Addition of subclause 25.1(c) is a correction agreed in exchange of letters with LHMU in September 2008.

⁵ Addition of subclause 25.2(c) is a correction agreed in exchange of letters with LHMU in September 2008.

25.2(a)	\$9.22	\$9.59	\$9.97
25.2(b)	\$18.48	\$19.22	\$19.99

25.3 Public Holiday Payment

In addition to the ordinary rate of wage prescribed by this Agreement and where consistent with the provisions contained in Clause 34. Public Holidays the following will apply:

- (a) An employee required to work on a day observed as a public holiday will be paid a loading of \$27.08 per hour or pro rata for part thereof in addition to his/her ordinary rate of wage; or
- (b) if the employer agrees be paid a loading of \$9.22 per hour or pro rata for part thereof in addition to his/her ordinary rate of wage and be entitled to observe the holiday on a day mutually acceptable to the employer and employee.
- (c) Except that Selby Lodge/Lemnos and Graylands employees (other than gardening staff), will be paid in accordance with subclause 25.3(b) provided that the employees be entitled to payment prescribed by subclause 25.3(a) where in any specified 12 month period the employee has accumulated 5 days in lieu of public holidays.
- (d) The loadings prescribed in this sub-clause will be increased by 4% on and from 1 August 2008 and then by a further 4% on and 1 August 2009 as detailed in the following table:⁶

	1 August 2007	4% Increase 1 August 2008	4% Increase 1 August 2009
25.3(a)	\$27.08	\$29.33	\$30.51
25.3(b)	\$9.22	\$9.59	\$9.97

- ~~(d)~~ (e) The additional payments for public holidays contained in 25.3(a) and 25.3(b) above, are in substitution for any additional payments for work done on afternoon and/or night shift.⁷

26. DISTRICT ALLOWANCE

The terms of the District Allowance (Government Wages Employees) General Agreement 2005 ("the DAGA") or its replacement will apply in lieu of the provisions of this clause to the extent of any inconsistency.

26.1 For the purposes of this clause the following terms will have the following meaning:

- (a) Dependant in relation to an employee means:
 - (i) a partner; or
 - (ii) where there is no partner, a child or any other relative resident within the State who relies on the employee for their main support;

⁶ Addition of new subclause 25.3(d) is a correction agreed in exchange of letters with LHMU in September 2008.

⁷ Renumbering from (d) to (e) to accommodate addition of new subclause 25.3(d).

who does not receive a district or location allowance of any kind.

(b) Partial Dependant in relation to an employee means:

(i) a partner; or

(ii) where there is no partner or a child or any other relative resident within the State who relies on the employee for their main support;

who receives a district or location allowance of any kind less than that applicable to an employee without dependants under any award, agreement or other provision regulating the employment of the partial dependant.

(c) For the purposes of this clause, the boundaries of the various districts will be as described in subclauses 26.2(a) to 26.2(f) below and as delineated in subclause 26.6 below.

26.2 District

(a) The area within a line commencing on coast; then east along latitude 28 to a point north of Tallering Peak; then due south to Tallering Peak; then southeast to Mt Gibson and Burracoppin; then to a point southeast at the junction of latitude 32 and longitude 119; then south along longitude 119 to coast.

(b) That area within a line commencing on the south coast at longitude 119 then east along the coast to longitude 123; then north along longitude 123 to a point on latitude 30; then west along latitude 30 to the boundary of No. 1 District.

(c) The area within a line commencing on coast at latitude 26; then along latitude 26 to longitude 123; then south along longitude 123 to the boundary of No. 2 District.

(d) The area within a line commencing on the coast at latitude 24; then east to the South Australian border; then south to the coast; then along the coast to longitude 123; then north to the intersection of latitude 26; then west along latitude 26 to the coast.

(e) That area of the State situated between the latitude 24 and a line running east from Carnot Bay to the Northern Territory border

(f) That area of the State north of a line running east from Carnot Bay to the Northern Territory border.

26.3 An employee will be paid a district allowance at the standard rate prescribed in Column II of subclause 26.6 below, for the district in which the employee's headquarters is located. Provided that where the employee's headquarters is situated in a town or place specified in Column III of subclause 26.6 below, the employee will be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of subclause 26.6 below.

26.4 An employee who has a dependant will be paid double the district allowance prescribed by subclause 26.3 above for the district, town or place in which the employee's headquarters is located.

- 26.5 Where an employee has a partial dependant the total district allowance payable to the employee will be the district allowance prescribed by subclause 26.3 above, plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full time capacity under the Award, Agreement or other provision regulating the employment of the partial dependant.
- 26.6 The weekly rate of district allowance payable to employees pursuant to subclause 26.3 above, will be as follows:

COLUMN I	COLUMN II	COLUMN III	COLUMN IV
DISTRICT	STANDARD RATE	EXCEPTIONS TO STANDARD RATE	RATE
	\$ per week	Town or place	\$ per week
6	81.10	Nil	Nil
5	58.30	Fitzroy Crossing	119.70
		Halls Creek	86.20
		Nullagine	89.20
		Marble Bar	103.00
		Karratha	68.70
		Port Hedland	63.90
4	50.10	Warburton Mission	83.20
		Denham	46.30
		Carnarvon	29.80
		Eucla	77.30
3	47.30	Meekatharra	39.10
		Leonora	54.80
2	43.50	Kalgoorlie	19.50
		Boulder	
		Ravensthorpe	44.40
		Esperance	24.00
1	Nil	Jerramungup	43.50

(Note: In accordance with subclause 26.4 above, employees with dependants will be entitled to double the rate of district allowance shown.)

- 26.7 When an employee is on approved annual recreation leave, the employee will for the period of such leave, be paid the district allowance to which the employee would ordinarily be entitled.
- 26.8 When an employee on long service leave or other approved leave with pay (other than annual recreation leave), the employee will only be paid district allowance for the period of such leave if the employee, dependants or partial dependants remain in the district in which the employee's headquarters is situated.
- 26.9 When an employee leaves his or her district on duty, payment of any district allowance to which the employee would ordinarily be entitled will cease after the expiration of two weeks unless the employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the employer.
- 26.10 Except as provided in subclause 26.9 above, a district allowance will be paid to any employee ordinarily entitled thereto in addition to reimbursement of any travelling transfer or relieving expenses or camping allowance.

- 26.11 Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in subclause 26.6 above, is required to travel or temporarily reside for any period in excess of one month in any district or districts in respect of which such allowance is so payable, the employee will be paid for the whole of such period a district allowance at the appropriate rate pursuant to subclauses 26.3, 26.4 or 26.5 above, for the district in which the employee spends the greater period of time.
- 26.12 When an employee is provided with free board and lodging by the employer or a public authority the allowance will be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.
- 26.13 An employee who is employed on a part-time basis will be entitled to district allowance on a pro-rata basis. The allowance will be determined by calculating the hours worked by the employee as a proportion of the full-time hours prescribed by the Agreement under which the employee is employed. That proportion of the appropriate district allowance will be payable to the employee.
- 26.14 The allowance prescribed in this clause will be varied by the parties in accordance with any movement in the allowances in the Public Service Award 1992.

27. FARES AND TRAVELLING ALLOWANCE

- 27.1 Where an employee is required during their normal working hours, by the employer, to work outside their usual place of employment the employer will pay the employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with the following.
- 27.2 Where an employee is required and authorised to use their own motor vehicle in the course of their duties they will be paid an allowance not less than that provided for in the schedules 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.
- 27.3 Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein will be made at the appropriate rate applicable to each of the separate areas traversed.
- (a) A year for the purpose of this clause will commence on the first day of July and end on the thirtieth day of June next following.
- 27.4 Rates of Hire for use of employee's own vehicle on employer's business.

(a) Motor Vehicle Allowance

	Engine Displacement (in cubic centimetres)		
	OVER 2600CC	1600 – 2600CC	UNDER 1600CC
Area and Details	Cents	per	Kilometre
Metropolitan Area	69.0	58.9	48.9
South West Land Division	71.5	61.1	51.0

North of 23.5° South Latitude	78.7	67.3	56.4
Rest of State	73.7	62.9	52.4

(b) Motor Cycle Allowances

Distance Travelled During a Year on Official Business	Rate Cents per Kilometre
Rate Per Kilometre	23.9

27.5 Motor vehicles with rotary engines are to be included in the 1600-2600cc category.

27.6 The allowance prescribed in this clause will be varied by the parties in accordance with any movement in the allowances in the Public Service Award 1992.

28. EMPLOYEES LIVING NORTH OF THE 26 DEGREE SOUTH LATITUDE

28.1 The conditions and allowances specified in this clause will apply to all employees whose headquarters are located north of the 26 degrees south latitude.

28.2 An employee will receive an additional five working days' annual leave on the completion of each twelve (12) months' continuous service in the region.

28.3 An employee who proceeds on annual leave before having completed the necessary year of continuous service may be given approval for the additional five working days' leave provided the leave is taken at the employer's convenience and provided the employee returns to that region to complete the necessary service.

28.4 Where an employee has served continuously for at least a year north of the 26 degrees south latitude, and leaves the region because of promotion or transfer, a pro rata annual leave credit to be cleared at the employer's convenience will be approved on the following basis:

Completed Months of Additional Service in the region after initial year of service	1	2	3	4	5	6	7	8	9	10	11
Pro Rata Additional annual leave(working days)	0	0	1	1	2	2	2	3	3	4	4

28.5 Where payment in lieu of pro rata annual leave is made on the death, resignation or retirement of an employee in the region, in addition to the payment calculated on a four week basis, payment may be made for the pro rata entitlement contained in subclause 28.4 above.

28.6 Employees who are tenants occupying Government Employees Housing Authority (GEHA) houses equipped with gas hot water systems are eligible for a reimbursement up to a maximum of \$24.00 per month.

28.7 Employees who have dependent school age children resident with them will receive an allowance of \$100 per annum per child to a maximum of \$400 per annum per family.

28.8 Employees who work north of the 26th parallel will be entitled to an annual leave travel concession, on an annual basis, for recreation leave.

- 28.9 Provided that the entitlement referred to in subclause 28.8 above, will only be available to employees who have worked continuously in the area for 12 months.
- 28.10 An employee may elect to proceed direct to any point south of the 26th parallel in Western Australia, provided that travel will only be approved to a point not further south than Perth; provided further that where special circumstances exist, approval may be given for the concession to apply to other destinations.
- 28.11 The concession will be available in the following manner:
- (a) return air fare for the employee and his/her dependants to Perth; or
 - (b) full motor vehicle allowance for the car trip at the rates prescribed in Clause 27. Fares and Travelling Allowances, provided that reimbursement will not exceed the cost of a return air fare to Perth for the employee and dependants.
 - (c) An employee, who has less than 12 months of service in the abovementioned area and who is required to proceed on annual leave to suit the convenience of the employer, will be entitled to the provisions of this subclause.
- 28.12 Paid Travelling Time
- (a) In the case of travel as described in subclause 28.11(a) above, one day, each way, travelling time will be paid for as though worked.
 - (b) In the case of travel as described in subclause 28.11(b) above, employees will be entitled to the following travelling time, paid for as though worked:
 - (i) employees stationed north of the 20th degree parallel 2.5 days each way; or for the remainder two days each way.
 - (ii) The mode of travel will be at the discretion of the employer.
 - (iii) A travel concession, not utilised within 12 months of becoming due, will lapse.
 - (c) Part-time employees are entitled to travel concessions pursuant to this clause on a pro-rata basis according to the number of hours normally worked.

29. TRANSFER ALLOWANCE

- 29.1 Where practicable, at least fourteen (14) days previous written notice will be given to an employee required to transfer from one hospital to another.
- 29.2 An employee who is transferred from one place to another will be entitled to travelling accommodation between the places of transfer and to full payment of wages during the time of leaving duty and taking up his or her new duties.

29.3 An employee will be allowed the actual cost of any meal purchased. Meal times will be 8am, 1pm and 6pm. 47 cents for each morning and afternoon tea will be allowed when travelling at 11am and 4pm. Reasonable portage will be allowed. Claims for taxi fares must be supported by receipts for the fares claimed.

29.4 The meal allowance in subclause 29.3 above, will not be made for journeys completed between the ordinary meal times.

30. CALL ALLOWANCE (MPS SLEEP SHIFT)

30.1 Employees in the hostel/lodge setting of an MPS and who are required to remain on the hostel/lodge premises and to respond to resident’s calls will be:

- (a) deemed to be on call; and
- (b) paid an on call allowance at the rate prescribed in subclause 30.8 below, for each such hour.

30.2 Time spent on call will not be regarded as ordinary hours or as time worked for any purpose whatsoever.

30.3 Payment of the on call allowance referred to in subclause 30.1 above, will be payment for work undertaken by the employee during any continuous period of on call unless the work is in excess of either:

- (a) one hour; or
- (b) two call outs.

30.4 For the purpose of subclause 30.3 above, time spent by an employee in attending to residents or securing the premises of the employer will be regarded as a call out.

30.5 An employee will not be required to undertake any other duty of employment whilst on call.

30.6 Subject to subclause 30.3 above, an employee called out to work will be paid at overtime rates for the period of the call out with a minimum payment of 30 minutes, provided that payment is not made twice for the same period.

30.7 An on call period will not exceed twelve (12) hours unless the premises at which the employee is required to remain is the employee’s principal place of residence, in which case the employee may be on call for up to 14 hours.

30.8 The hourly on call rate is:

4.5% Rate Payable on and from 1 August 2007	4% Rate Payable on and from 1 August 2008	4% Rate Payable on and from 1 August 2009
\$5.85	\$6.08	\$6.32

30.9 An employee will not be entitled to the on call allowance prescribed by this clause for any hour in respect of which she or he is entitled to payment for ordinary hours or overtime.

30.10 All other conditions of employment for those employees working in the hostel/lodge setting of an MPS will be in accordance with the rest of this Agreement.

31. HIGHER DUTIES

31.1 An employee who performs duties which carry a higher minimum wage rate than that which the employee usually performs will be entitled to the higher rate while so employed.

31.2 Where such employee is engaged in the higher grade of work for more than two hours on any day or shift, the employee will be paid the higher rate for the whole day or shift.

31.3 An All Purpose Orderly who drives in excess of 15 hours per week will be entitled to higher duties payment for such hours in excess of 15 hours per week.

31.4 Higher duties do not apply where an employee is required to act in another position while the permanent employee is on a single Accrued Day Off as defined below in Clause 13. Hours of Work.

PART 6 - LEAVE

32. CASUAL EMPLOYEES

Casual employees are not entitled to paid leave under this Agreement, unless a clause in this Agreement specifically provides the entitlement.

33. ANNUAL LEAVE

33.1 A full-time employee is entitled to a period of four weeks (152 hours) consecutive annual leave for each year of service.

33.2 A part-time employee will accrue annual leave based on the proportion that the average number of hours worked over the accrual period bears to the full-time entitlement for annual leave.

33.3 Annual leave accrues on a pro rata weekly basis.

33.4 Shift Workers

(a) An employee whose ordinary hours of work regularly rotate afternoon and/or night shift with day shift as defined in Clause 17. Shiftwork, will be granted an additional week's leave.

(b) An employee who works afternoon or night shifts, which are not subject to regular rotation, will be granted an additional day's leave (up to an extra five days) for each seven weeks actually worked on afternoon and/or night shift.

- (c) An employee who has worked thirty one (31) weeks on non-rotating shifts will be granted an additional weeks leave.
- 33.5 Orderlies and ward assistants at Selby Lodge/Lemnos and Graylands are entitled to five (5) consecutive weeks of leave.
- 33.6 Orderlies and ward assistants at Selby Lodge/Lemnos and Graylands will not be eligible for an additional week's leave pursuant to the provisions of subclauses 33.4(a), 33.4(b) and 33.4(c) above.
- 33.7 Before starting any period of annual leave each employee will 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 13. Hours of Work over the accrual period for which annual leave is being taken, the hours for which payment if made will be calculated on an average of the number of hours worked per week during the accrual period.
 - (b) payment will be at the rate of wage the employee would have received had he/she not proceeded on leave, including any shift and weekend penalties.
 - (c) where it is not possible to calculate the shift and weekend penalties the employee would have received, the employee will be paid at the rate of the average of such payments made each week over the four weeks prior to taking the annual leave.
 - (d) where an employee has been on higher duties for at least half of he calendar month before starting leave then they will receive the higher rate of pay while on that leave.
- 33.8 In addition to the payments contained above in subclause 33.7 above, employees on annual leave will be paid leave loading as follows:
- (a) Dental Health Services employees will be paid in addition to their weekly rate of pay, defined in Clause 19. Classifications and Wage Rates, a loading of 17.5 per cent of the rate of pay for the period of leave.
 - (b) All other employees will receive an additional 18.75 per cent leave loading payment calculated on their base rate of pay.
 - (c) The exception to this is that employees who receive payment for penalties while on annual leave will receive the 18.75 per cent loading or the penalty payments whichever is the greater.
 - (d) Provided that the maximum loading payable for each week of leave will not exceed one quarter of the amount set out in the Australian Bureau of Statistics publication 'average weekly earnings per male employed unit', in Western Australia for the September quarter immediately preceding the date the leave became due, provided further that the limitation will not affect an employee's entitlement to any payments by way of shift or weekend penalties under this subclause.

- (e) The leave loading prescribed by this subclause will not apply on termination to annual leave accrued since an employee's last anniversary date.
- 33.9 An employee may, with the employer's agreement be allowed to take annual leave before it has accrued.
- 33.10 An employee will be given at least four (4) weeks' notice of the commencement date of their leave.
- 33.11 Annual leave may be taken in two (2) portions if requested by the employee, on the condition that no portion will be less than two (2) consecutive weeks.
- 33.12 By agreement between the employer and the employee, annual leave may be further split on one (1) additional occasion on the condition that no portion shall be less than one (1) week.
- 33.13 When an employee requests that their annual leave be split into two (2) or three (3) portions the employer will make every reasonable effort to accommodate the employee's request.
- 33.14 Employees continue to accrue annual leave while:
- (a) on annual leave
 - (b) on long service leave
 - (c) observing a public holiday prescribed by this Agreement
 - (d) on the first three (3) months of sick leave (with or without pay)
 - (e) on the first six (6) months of absence due to workers' compensation
- 33.15 When an employee proceeds on four (4) weeks annual leave as defined above in subclause 33.1, there will be no accrual towards an Accrued Day Off.
- 33.16 Accrual towards an Accrued Day Off will continue during any other period of annual leave prescribed by this clause.
- 33.17 At termination of employment employees will be paid 2.92 hours pay at the rates defined in this clause for each week of annual leave not already taken.
- (a) The exception to this is that orderlies and ward assistants at Selby Lodge/Lemnos and Graylands, who are entitled to an additional weeks leave, will be paid 3.65 hours pay for each week of annual leave not already taken.
 - (b) Leave paid out on termination does not include leave loading on leave which has accrued since the last anniversary date.

33.18 If at termination an employee has taken more leave than has been accrued, the employee will pay back that leave. The employer may deduct any money owing from the employee's final pay.

34. PUBLIC HOLIDAYS

34.1 Prescribed Public Holidays

(a) Employees, shall be entitled to the following holidays without loss of pay :

New Year's Day	Australia Day
Good Friday	Easter Monday
Anzac Day	Labour Day
Foundation Day	Sovereign's Birthday
Christmas Day	Boxing Day

or such other day instead of any of the days named above. Additional public holidays proclaimed under Section 7 of the *Public and Bank Holidays Act 1972* will be observed as public holidays under this Agreement in accordance with the proclamation.

34.2 Where any of the above listed public holidays fall on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday.

34.3 When Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday.

34.4 The public holiday loading will then be payable on the day on which the respective public holiday is observed.

34.5 When any of the above listed public holidays fall during an employee's period of annual leave the public holiday or public holidays shall be observed on the next succeeding work day or days as the case may be after the completion of that period of annual leave.

(a) The exception to this is that employees at Selby Lodge/Lemnos and Graylands (other than gardening staff) will take the first five public holidays occurring in any twelve (12) months period at the conclusion of the next period of annual leave.

(b) The remaining public holidays are to be taken at a time agreed between the employer and employee within a twelve 12 month period of the public holiday becoming due. If not taken during this time the public holiday will be paid out at the current ordinary rate of pay.

34.6 When any public holiday falls on a day when a rostered employee is rostered off duty and the employee has not been required to work on that day the employee will be paid as if the day was an ordinary working day. However, if the employer agrees the employee may instead be allowed to take a day's holiday instead of the public holiday, at a time acceptable to both the employer and the employee.

- (a) Except where rostered employees at Selby Lodge/Lemnos and Graylands (other than gardening staff) are rostered off duty and the employee has not been required to work on that day then the employee will only be allowed to take a day's holiday instead of the public holiday, at a time acceptable to both the employer and the employee.

34.7 When a public holidays falls on a day when an employee is on an Accrued Day Off the employee will be allowed to take a day's holiday instead of the public holiday on a day immediately following the employee's annual leave or at a time acceptable to both the employer and the employee.

34.8 An employee while on a public holiday will continue to accrue an entitlement to an Accrued Day Off.

34.9 Where public holidays fall during a period of absence due to leave without pay or workers' compensation it will not be a paid holiday.

- (a) Except that if the employee is available immediately preceding or following the public holiday then it will be a paid holiday.

34.10 The payment for public holidays for employees covered by this Agreement are contained in Clause 25. Shift, Weekend and Public Holiday Payment.

35. PERSONAL LEAVE

35.1 Introduction

- (a) The intention of Personal Leave is to give employees and Employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave is not to be used for circumstances normally met by other forms of leave.
- (b) This clause does not apply to casuals with the exception of subclause 35.38 for the purposes of unpaid carer's leave of this clause.

35.2 Entitlement

- (a) The Employer will credit each permanent full time employee with 114 hours personal leave credits for each year of continuous service of which 98.8 hours are cumulative and 15.2 hours non-cumulative as follows:

	Personal Leave Cumulative	Personal leave Non-cumulative
On the day of initial appointment	49.4 hours	15.2 hours
On completion of 6 months continuous service	49.4 hours	0 hours
On the completion of 12 months continuous service	98.8 hours	15.2 hours
On the completion of each further period of 12 months continuous service	98.8 hours	15.2 hours

- (b) Where employees access personal leave, it will be deducted from their non-cumulative entitlement in the first instance.

- (c) An employee employed on a fixed term contract for a period of twelve months or more shall be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract for a period less than twelve months shall be credited on a pro rata basis for the period of the contract.
- (d) A part time employee shall be entitled to the same personal leave credits as a full time employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the employee not been on personal leave.

35.3 In the year of accrual the 114 hours personal leave entitlement may be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year of accrual any unused personal leave from that year up to a maximum of 98.8 hours will be cumulative and added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.

35.4 Whilst employees are able to access personal leave in accordance with subclause 35.18 of this clause, access must be consistent with the Minimum Conditions of Employment Act 1993.

35.5 In accordance with the Minimum Conditions of Employment Act 1993 entitlement to paid sick leave, in an anniversary year the number of hours the employee is entitled to use for the purposes of carer's leave is up to 76 hours of this entitlement.

35.6 Notwithstanding subclause 35.5 of this clause, access to carers leave is not limited to up to 76 hours per anniversary year, where the employee has accumulated personal leave credits in excess of 76 hours.

35.7 Personal leave will not be debited for public holidays, which the employee would have observed.

35.8 Personal leave may be taken on an hourly basis.

Variation of ordinary working hours

35.9 When an employee's ordinary working hours change during an anniversary year personal leave credits are adjusted to reflect the pro rata portion for that anniversary year.

35.10 At the time ordinary working hours change, personal leave credits are adjusted to reflect ordinary working hours up to that point in time as a proportion of the total ordinary working hours for the anniversary year.

35.11 Personal leave is credited pro rata on a weekly basis from the time ordinary working hours change until the next anniversary date such that total hours credited for that anniversary year is on a pro rata basis according to the number of ordinary working hours for the period.

Reconciliation

- 35.12 At the completion of an anniversary year, where an employee has taken personal leave in excess of their current and accrued entitlement the unearned leave must be debited at the commencement of the following anniversary year/s.
- 35.13 The requirements of the Minimum Conditions of Employment Act 1993 must be met at the commencement of the following anniversary year. The remaining portion of debited personal leave, which exceeds the leave credited, is to be debited at the commencement of the subsequent and where necessary following anniversary year/s.
- 35.14 Where an employee ceases duty and has taken personal leave, which exceeds the leave credited for that anniversary year, the employee must refund the value of the unearned leave, calculated at the rate of salary as at the date the leave was taken. No refund is required in the event of the death of the employee.

Access

- 35.15 An employee is unable to access personal leave while on any period of parental leave or leave without pay. An employee is unable to access personal leave while on any period of annual or long service leave, except as provided for in subclauses 35.25 and 35.26 (Re-crediting Leave).
- 35.16 If an employee has exhausted all accrued personal leave the employer may allow the employee who has at least twelve months service to anticipate up to 38 hours personal leave from next year's credit. If the employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the employer, calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of the employee.
- 35.17 In exceptional circumstances the employer may approve the conversion of an employee's personal leave credits to half pay to cover an absence on personal leave due to illness.

Application for Personal Leave

- 35.18 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause 35.2 the employer may grant personal leave in the following circumstances:
- (a) where the employee is ill or injured;
 - (b) to be the primary care giver of a member of the employee's family or household who is ill or injured and in need of immediate care and attention;
 - (c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention; or
 - (d) by prior approval of the employer, having regard for agency requirements and the needs of the employee, planned matters where arrangements cannot be organised outside of normal working hours or be accommodated by the utilisation of flexible working hours or other leave. Planned personal leave will not be approved for regular ongoing situations.

- 35.19 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- 35.20 The definition of family shall be the definition contained in the Equal Opportunity Act 1984 for “relative”. That is, a person who is related to the employee 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 employee.
- 35.21 Where practicable, the employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, the employee must advise the Employer as soon as reasonably practicable of the inability to attend for work, the nature of the illness or injury and the estimated period of absence. This advice shall be provided within 24 hours of commencement of the absence, other than in extraordinary circumstances.

Evidence

- 35.22 An application for personal leave exceeding two (2) consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- 35.23 Personal leave will not be granted where an employee is absent from duty because of personal illness directly caused by the misconduct of the employee.
- 35.24 If the employer has reason to believe that an employee is in such a state of health as to render a danger to themselves, fellow employees or the public, the employee may be required to obtain and furnish a report as to the employee’s condition from a registered medical practitioner nominated by the employer. The fee for any such examination shall be paid by the employer.

Re-crediting Annual Leave

- 35.25 Where an employee is ill during the period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of the illness the employee was confined to their place of residence or a hospital for a period of at least seven (7) consecutive calendar days, the employer may grant personal leave for the period during which the employee was so confined and reinstate annual leave equivalent to the period of confinement.

Re-crediting Long Service Leave

- 35.26 Where an employee is ill during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of illness the employee was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, the employer may grant personal leave for the period during which the employee was so confined and reinstate long service leave equivalent to the period of confinement.

Personal Leave Without Pay Whilst Ill or Injured

- 35.27 Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The employer shall not unreasonably withhold this leave.
- 35.28 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect salary increment dates, anniversary date of sick leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.
- 35.29 Personal leave without pay is not available to employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in paragraphs (b), (c) or (d) of subclause 35.18 of this clause. However, other forms of leave including leave without pay may be available.

Other Conditions

- 35.30 Where an employee who has been retired from the Public Sector on medical grounds resumes duty therein, personal leave credits at the date of retirement shall be reinstated. This provision does not apply to an employee who has resigned from the Public Sector and is subsequently reappointed.
- 35.31 Unused personal leave will not be cashed out or paid out when an employee ceases their employment.

Workers' Compensation

- 35.32 Where an employee suffers a disease or injury within the meaning of section 5 of the Workers' Compensation and Injury Management Act 1981 which necessitates that employee being absent from duty, personal leave with pay shall be granted to the extent of personal leave credits. In accordance with section 80 (2) of the Workers' Compensation and Injury Management Act 1981 where the claim for workers' compensation is decided in favour of the employee, personal leave credit is to be reinstated and the period of absence shall be granted as leave without pay.

Portability

- 35.33 The employer shall credit an employee additional personal leave credits up to those held at the date that employee ceased previous employment provided:
- (a) immediately prior to commencing employment in the Public Sector of Western Australia, the employee was employed in the service of:
 - (i) the Commonwealth Government of Australia, or
 - (ii) any other State of Australia, or
 - (iii) in a State body or statutory authority prescribed by *Administrative Instruction 611*; and

- (b) the employee's employment with the Public Sector of Western Australia commenced no later than one (1) week after ceasing previous employment, and
- (c) the personal leave credited shall be no greater than that which would have applied had the entitlement accumulated whilst employed in a State body or statutory authority prescribed by Administrative Instruction 611.

35.34 The maximum break in employment permitted by subclause 35.33(b) of this clause, may be varied by the approval of the employer provided that where employment with the Public Sector of Western Australia commenced more than one (1) week after ceasing the previous employment, the period in excess of one (1) week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous employer.

Travelling Time for Regional Employees

35.35 Subject to the evidentiary requirements set out in subclauses 35.22 to 35.24 of this clause, a regional employee who requires medical attention at a medical facility in Western Australia located 240 km or more from their workplace will be granted paid travel time undertaken during the employee's ordinary working hours up to a maximum of 38 hours per annum.

35.36 The employer may approve additional paid travel time to a medical facility in Western Australia where the employee can demonstrate to the satisfaction of the employer that more travel time is warranted.

35.37 The provisions of subclauses 35.35 and 35.36 - Travelling Time for Regional Employees are not available to employees whilst on leave without pay or sick leave without pay.

35.38 The provisions of subclauses 35.35 and 35.36 - Travelling Time for Regional Employees apply as follows.

- (a) An employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
- (b) An employee employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
- (c) A part time employee shall be entitled to the same entitlement as a full time employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
- (d) The provisions not apply to casual employees.

35.39 Unpaid Carer's Leave

- (a) Subject to the provisions of subclause 35.39(b) an employee, including a casual employee, is entitled to unpaid carers leave of up to two (2) days for each occasion (a “permissible occasion”) on which a member of the employee’s family or household requires care or support because of:
 - (i) an illness or injury of the member; or
 - (ii) an unexpected emergency affecting the member; or
 - (iii) the birth of a child of the member.
- (b) An employee is entitled to unpaid carers leave for particular permissible occasion only if the employee cannot take paid carers leave during the period.
- (c) The definition of family is the same as provided for at subclause 35.20
- (d) The employer may grant an employee unpaid carers leave in excess of two (2) days.
- (e) Unpaid carers leave may be taken on an hourly basis.

36. DONOR LEAVE

36.1 Blood or Plasma Donation

Subject to operational convenience, an employee will be granted paid leave for the purpose of donating blood or plasma to approved donor centres.

36.2 Organ or Tissue Donation

- (a) Subject to the production of appropriate evidence, an employee will be entitled to up to six (6) weeks paid leave for the purpose of donating an organ or body tissue.
- (b) Provided that where this paid leave is not sufficient and upon the production of a medical certificate, an employee may access their accrued personal leave or other paid leave in order to cover their absence.

37. BEREAVEMENT LEAVE

37.1 An employee, including casual employees, will on the death of a spouse, de-facto spouse, partner, parents, parents- in –law, step-parents, grandparents, brother, sister, child, step-child or grand child or any other person who immediately before that person’s death, lived with the employee as a member of the employee’s family or household be entitled to two (2) days bereavement leave.

37.2 The exceptions to this are;

- (a) where that payment in respect of bereavement 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 their roster, or on long service leave, annual leave, sick leave, workers compensation, leave without pay, or on a public holiday.
- (b) An employee shall not be entitled to claim payment of bereavement leave on a day when that employee is absent on an Accrued Day Off.

37.3 The two (2) days need not be consecutive.

37.4 On request reasonable proof of the entitlement will be provided to the employer.

37.5 An employee, whilst on bereavement leave prescribed by this clause will continue to accrue an entitlement to an Accrued Day Off.

38. LONG SERVICE LEAVE

38.1 Long Service Leave Entitlement

Subject to the conditions of this clause all employees will become entitled to 13 weeks long service leave.

- (a) after a period of ten (10) years continuous service.
- (b) after each further period of seven (7) years continuous service.

38.2 Any qualifying service prior to 1 January 1986 for the second period of long service leave, shall be calculated on a ten (10) year qualifying period basis but all qualifying service after 1 January 1986 will be calculated on a seven (7) year qualifying period basis.

38.3 When an employee proceeds on long service leave there will be no accrual towards an Accrued Day Off.

38.4 Service counted for Long Service Leave

- (a) For the purpose of these conditions “service” means service as an employee of a Public Authority and will be deemed to include:-
 - (i) absence of the employee on an annual leave or public holidays.
 - (ii) absence of the employee on paid sick or on an approved rostered day off.
 - (iii) absence of the employee on approved sick leave without pay except that portion of a continuous absence which exceeds three (3) months. Provided that prior to 1 July 1957 only two (2) weeks in any year will be allowed and provided that prior to 1 April 1974 and after 1 July 1957 only six (6) weeks in any year will be allowed.

- (iv) absence of the employee on approved leave without pay, without pay other than sick leave but not exceeding two (2) weeks in any qualifying period.
 - (v) absence of the employee on National Service or other military training, but only if the difference between the employees' military pay and his/her civilian pay is made up or would, but for the fact that his military pay exceeds his/her civilian pay, be made up by his/her employer.
 - (vi) absence of the employee on workers compensation for any period not exceeding six (6) months, or for such greater period as the Western Australian Minister for Industrial Relations may allow;
 - (vii) absence of the employee on long service leave which accrues on or after 1 April 1974.
 - (viii) absence of an employee on approved leave to attend Trade Union training courses or on approved leave to attend Trade Union business; and
 - (ix) employment in the service of the Commonwealth or another State of Australia as provided in subclause 38.13 below, when employment in the State Government commences on or after 1 April 1974.
- (b) The service of an employee will be deemed NOT to include:-
- (i) service of an employee after the day on which he/she has become entitled to 26 weeks long service leave until the day on which he/she commences the taking of twelve (12) weeks of that leave.
 - (ii) any period of service with an employer of less than twelve (12) months. Provided where after 1 April 1974 an employee has service of a month or more but less than twelve (12) months immediately prior to being transferred by one State Government employer to another; becoming redundant or qualifying for pro rata payments in lieu of leave pursuant to subclause 38.9 below, such period of service will count;
 - (iii) any period during which an employee has been paid as a casual;
 - (iv) any other absence of the employee except such absences as are included in service by virtue of subclause 38.4(a) above; and
 - (v) any service of an employee prior to 1 April 1974 where that employee was less than 18 years of age.
- (c) Subject to the provisions of clause 38.4(a) and 38.4(b) above, of these conditions the service of an employee will not be deemed to have been broken;
- (i) by resignation, if he/she resigns from one public authority in this State within one (1) working week of the expiration of any period for which payment has been made, within one (1) working week of the day on which his resignation become effective;

- (ii) if his/her employment is ended by his/her employer for any reason other than serious misconduct, but only if -
- (iii) the employee resumes employment with the Government not later than six (6) months from the day on which his/her employment ended; and
- (iv) payment pursuant to subclause 38.9 below, of these conditions has not been made; or
- (v) by any absence approved by the employer as leave whether with or without pay.

38.5 Taking of Long Service Leave

- (a) Long service leave will be taken at a time convenient to the employer but not less than thirty (30) days notice will be given to each employee on the day on which his long service leave commences, except in cases where the employee and the employer agree to a lesser period of notice or in other exceptional circumstances.
- (b) Long service leave must be commenced within six (6) months of becoming due unless written permission of the employer concerned is obtained for postponement, but where the postponement sought for more than twelve (12) months, the approval of the Western Australian Minister for Industrial Relations must be obtained. Provided that where an employer and employee have agreed that the leave period will be taken in more than one (1) portion the final portion of leave must be taken within three (3) years of its becoming due, unless the approval of the Western Australian Minister for Industrial Relations has been obtained to extend the period.

38.6 Public Holidays falling during Long Service Leave

Any public holiday occurring during an employee's absence on long service leave will be deemed to be a portion of the long service leave and extra days in lieu thereof will not be granted.

38.7 Alternative employment during Long Service

No employee is to undertake during long service leave, without the written approval of the Western Australian Minister for Industrial Relations, any form of employment may be followed by dismissal.

38.8 Affect of termination of employment on payment in lieu of Long Service Leave

An employee who has become entitled to long service leave in accordance with subclause 38.1 above, of these conditions and whose employment is ended before that leave is taken will be granted payment in lieu of that leave unless he/she has been dismissed for an offence committed prior to the day on which he/she became entitled to that leave.

38.9 Entitlement to Long Service Leave on death of employee

If an employee who has become entitled to long service leave in accordance with subclause

38.1 above, of these conditions dies before taking that leave, payment will be made to such spouse or other dependant.

38.10 Pro Rata Long Service Leave

- (a) If the employment of an employee ends before he/she has completed the first further qualifying periods in accordance with subclause 38.1 above, of these conditions, payment in lieu of long service proportionate his/her length of service will not be made unless the employee:
- (i) has completed a total of at least three (3) years continuous service and his/her employment has been ended by his/her employer for reasons other than serious misconduct; or
 - (ii) is not less than 55 years of age and resigns but only if the employee has completed a total of not less than twelve (12) months continuous service prior to the day from which the resignation has effect; or
 - (iii) has completed a total of not less than twelve (12) months continuous service and his/her employment has been ended by his/her employer on account of incapacity due to old age, ill health or the result of an accident; or
 - (iv) has completed a total of not less than three (3) years' continuous services and resigns or whose services are terminated because of her pregnancy after 1 April 1974 and who produces at the time of resignation or termination certificate of such pregnancy and the expected date of birth from a legally qualified medical practitioner; or
 - (v) dies after having served continuously for not less than twelve (12) months before his/her death and leaves his/her spouse, children, parent or invalid brother or sister dependent; or
 - (vi) has completed a total of not less than three (3) years continuous service and resigns in order to enter an Invitro Fertilisation Programme provided she produces written confirmation from an appropriate medical authority of the dates of involvement in the programme.

38.11 Notwithstanding the provisions of subclauses 38.10(a)(i) and 38.10(a)(iii) above, a worker whose position has become redundant and when refuses an offer by the employer of reasonable alternative employment or who refuses to accept transfer in accordance with the terms of his/her employment will not be entitled to payment in lieu of long service leave proportionate to his length of service.

38.12 For the purpose of subclause 38.10(a)(iii) above, a medical referee will, if there is disagreement between the employees doctor and the employer's doctor as to the employee's incapacity, be selected from an appropriate panel of doctors either by agreement between the employer employee or failing agreement, by the Western Australian Minister for Industrial Relations.

38.13 Rate of Pay During Long Service Leave

- (a) Subject to the provision of this clause an employee will be paid during long service leave at his/ her permanent classification rate of pay.
- (b) Except where otherwise approved by the Western Australian Minister for Industrial Relations the rate of pay of an employee will be deemed to be the total wage applicable to the classification which, for the purpose of this clause is or is deemed to be his or her permanent classification.
- (c) If an employee has been employed in one or more positions each of which carries a higher rate than his/her permanent classified rate for a continuous period of twelve (12) months ending not earlier than two (2) weeks before the day on which he/she commences long service leave or is paid pro rata in lieu of leave in accordance with subclause 38.10 above, the rate which he/she has received for the greatest proportion of that 12 month period will, for the purpose of this clause, be deemed to be in permanent classified rate.
- (d) Where an employee engaged on construction work has had no permanent designation or rate of wage for the period of 12 months prior to the commencement of his/her leave the rate of wage applicable to the work he/she performed for the greatest proportion of that twelve (12) month period will, for the purpose of this clause, be deemed to be his/her permanent classified rate.
- (e) In the case of a piece worker the permanent classified rate will be deemed to the ordinary time rate of pay payable to an employee engaged on the same type of work on a time basis and not piece work.
- (f) If any variation occurs in the rate of wage applicable to an employee during any period when he/she is on leave will be varied accordingly and, if the employee has been paid in full for the leave before its commencement payments will be adjusted as soon as practicable after the employee resumes work.
- (g) District allowance will not be paid during long service leave unless the family or dependants of the employee remain in the district.

Part-time employee

- (h) A part-time employee, who during a qualifying period has been continuously employed on both full-time and part-time employment, may elect to take three (3) months long service leave at a rate determined by the proportion of service on a part-time basis to that on a full-time basis or to take a lesser period than three (3) months calculated by converting the part-time service to equivalent full-time service so that the employee qualifies for three (3) months long service leave at the full-time rate of pay.
- (i) If the hours of a part-time employee, have varied he/she will be paid a rate based on the average number of hours worked over the full qualifying period.

- (j) A full-time employee, who during a qualifying period has been continuously employed on both full-time and part-time employment, may elect to take three (3) months long service leave at the rate determined by the proportion of service on a part-time basis to that on a full-time basis or to take lesser period than three (3) months calculated by convening the part-time service, or to work such additional time as will effectively make up the part-time service into full-time service so that the employee qualifies for three (3) months long service leave at the full-time rate.
- (k) A part-time employee, who during the qualifying period has been continuously employed on both part-time and full-time employment, will be paid at a rate determined by the proportion of service on a part-time basis to that on a full-time basis.
- (l) The provisions of this clause will not apply with respect to any part-time service for which the employee has received additional remuneration to compensate for or in lieu of long service leave.

38.14 Portability of Long Service Leave

- (a) Subject to subclause 38.14(a)(ii) below, where an employee was, immediately prior to being engaged, employed in the service of the Commonwealth or another State of Australia and that employment was continuous with this service as defined by this clause that employees will be entitled to long service leave determined in the following manner.
 - (i) Service with the previous employer will be converted into service for the purpose of these conditions by calculated the proportion that the service with the previous employer bears to a full qualifying period in accordance with the provisions of these conditions.
 - (ii) Service with the State necessary to complete a qualifying period for an entitlement of long service leave will be calculated in accordance with the provisions of these conditions.
 - (iii) An employee will not become entitled to long service leave or payment for long service leave unless he has completed three (3) years continuous service with the State.
 - (iv) Where an employee would, but for the provisions of 38.14(a)(ii) above, hereof have become entitled to long service leave before the expiration of three (3) years' continuous service with the State, service subsequent to that date of entitlement will count towards the next grant of long service leave.
 - (v) No employee will be entitled to the benefit of this clause if service with the previous employer was terminated for reasons which would entitle that employer to dismiss the employee without notice.

- (vi) Nothing in these conditions confers on any employee previously employed by the Commonwealth or another State of Australia any entitlement to a complete period of long service leave that accrued prior to the date on which the employee was employed by the State.

38.15 Employee ill during Long Service Leave

- (a) Where an employee, through personal ill health is confined to his place of residence or a hospital for a continuous period of fourteen (14) days or more during any period of long service leave taken after 1 April 1974 and such confinement, is certified to by a duly qualified medical practitioner, such period will be considered sick leave and subject to the provisions of this Agreement.
- (b) The period during long service leave for which paid sick leave has been approved will be given as additional long service at a time convenient to the employer.

39. PARENTAL LEAVE

39.1 Definitions

For the purpose of this clause the following terms shall have the following meaning:

- (a) "Child" all references in this clause to a child should be read as including children of multiple birth or adoption.
- (b) "Employee" includes full time, part time, permanent and eligible casual employees, and fixed term contract employees for the duration of their contract.
- (c) "Eligible casual employee": A casual employee is eligible if the employee –
 - (i) has been engaged in the public sector on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months; and
 - (ii) but for an expected birth of a child to the employee or employee's spouse or defacto partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.
- (d) Without limiting subclause 39.1 (c)(i) and 39.1(c)(ii) a casual employee is also eligible if the employee –
 - (i) was engaged in the public sector on a regular and systemic basis for a sequence of periods during a period (the first period of employment) of less than twelve (12) months; and
 - (ii) at the end of the first period of employment, the employee ceased, on the employers initiative, to be so engaged by the public sector employer; and

- (iii) the public sector employer later again engaged the employee on a regular and systemic basis for a further sequence of periods during a period (the second period of employment) that started not more than three (3) months after the end of the first period of employment; and
 - (iv) the combined length of the first period of employment and the second period of employment is at least twelve (12) months; and
 - (v) the employee, but for an expected birth of a child to the employee or the employee's spouse or defacto partner or an expected placement of a child with the employee with a view to adoption of the child by the employee, would have a reasonable expectation of continuing engagement in the public sector on a regular and systematic basis.
- (e) "Primary care giver" means the employee who will assume the principal role for the care and attention of a newly born or newly adopted child as defined by this clause.
 - (f) "Replacement employee" means an employee specifically engaged to replace an employee proceeding on parental leave.
 - (g) "Public Sector" means all agencies, ministerial offices and non-SES organisation as defined in section 3 of the Public Sector Management Act 1994.

Entitlement to Parental Leave

39.2 Unpaid Parental Leave

- (a) An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:
 - (i) birth of a child to the employee or employee's partner; or
 - (ii) adoption of a child who is not the natural child or step child of the employee or employee's partner; is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.

39.3 Paid Parental Leave

- (a) Subject to subclauses 39.3(b) and 39.7 of this clause an employee is entitled to paid parental leave as follows:
 - (i) 12 weeks continuous paid parental leave from 1 July 2007; and
 - (ii) 14 weeks continuous paid parental leave from 1 July 2008
- (b) The paid parental leave entitlement provided in subclause 39.2(a):
 - (i) can be accessed by a pregnant employee in accordance subclause 39.7(a) of this clause;

- (ii) can only be accessed by an employee who is the primary care giver of a newly born or newly adopted child;
 - (iii) can only be accessed by an employee who has completed 12 months continuous service in the Western Australian public sector;
 - (iv) is provided only in respect to the:
 - (1) birth of a child to the employee or the employee's partner; or
 - (2) adoption of a child who is not the natural child or the stepchild of the employee or the employee's partner; is under the age of five; and has not lived continuously with the employee for six months or longer.
 - (v) cannot be accessed by eligible casual employees; and
 - (vi) forms part of the 52 week unpaid parental leave entitlement provided in subclause 39.2(a) of this clause.
- (c) The quantum of paid parental leave available to an employee is determined according to the quantum that applied at the date of commencement of the employee's period of paid or unpaid parental leave.

39.4 An employee may take the paid parental leave specified in subclause 39.3 of this clause at half pay for a period equal to twice the period to which the employee would otherwise be entitled.

39.5 The period of paid parental leave taken by the primary care giver of a newly born or newly adopted child shall not exceed the period specified in subclause 39.3 of this clause or its half pay equivalent.

39.6 Qualifying Service

- (a) Paid parental leave will count as qualifying service for all purposes under this Agreement.
- (b) Qualifying service for any purpose under this Agreement is to be calculated according to the number of weeks of paid parental leave that were taken at full pay or would have been had the employee not taken paid parental leave at half pay. Employees who take paid parental leave on half pay do not accrue Agreement entitlements beyond those that would have accrued had they taken the leave at full pay.

39.7 Commencement of paid parental leave

- (a) A pregnant employee may commence paid parental leave any time up to six weeks before the expected date of birth.

- (b) Provided that the period of paid parental leave is concluded within 12 months of the birth or placement of the child, an employee identified as the primary care giver of a newly born or newly adopted child may commence the period of paid parental leave from:
 - (i) the child's birth date; or
 - (ii) for the purposes of adoption, the date of placement of the child; or
 - (iii) a later date nominated by the primary care giver.
- (c) Notwithstanding subclause 39.7(b) of this clause, the employer may, in exceptional circumstances, allow an employee to take a period of paid parental leave as prescribed in subclause 39.3 of this clause that will result in the employee being on paid parental leave more than 12 months after the birth or placement of the employee's child.
- (d) The employer may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the employee to take their period of parental leave more than 12 months after the birth or placement of the employee's child.

39.8 Shared parental leave

- (a) Subject to subclause 39.8(b) of this clause, the paid parental leave entitlement may be shared between partners assuming the role of the primary care giver of a newly born or newly adopted child.
- (b) Where both partners work in the public sector, the total paid parental leave entitlement provided to the employee shall not exceed the paid parental leave quantum for a single employee as specified in subclause 39.3 of this clause or its half pay equivalent.
- (c) The unpaid parental leave entitlement may be shared between partners.
- (d) An employee and their partner may only take paid and/or unpaid parental leave concurrently in exceptional circumstances with the approval of the employer or in accordance with subclause 39.14(c) of this clause.

- 39.9 (a) An employee must take parental leave in on continuous period. Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.
- (b) Notwithstanding subclause 39.9(a):
 - (i) paid parental leave may be taken in more than one continuous period by an employee who meets the requirements of subclause 39.14 of this clause; and

- (ii) unpaid parental leave may be taken in more than one continuous period where the employee undertakes special temporary or casual employment in accordance with subclause 39.31 of this clause. In these circumstances, the provisions of subclause 39.31 of this clause apply.

39.10 Payment for paid parental leave

- (a) Subject to subclause 39.10(b) of this clause, an employee proceeding on paid parental leave is to be paid according to their ordinary working hours at the time of commencement of parental leave. Shift and weekend penalty payments and higher duties allowances are not payable during paid parental leave.
- (b) Payment for a part time employee proceeding on paid parental leave is to be determined according to:
 - (i) an average of the hours worked by the employee over the preceding 12 months; or
 - (ii) their ordinary working hours at the time of commencement of paid parental leave;whichever is the greater.
- (c) An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.

- 39.11 (a) An employee is eligible, without concluding their parental leave and resuming duty, for subsequent periods of parental leave, including paid parental leave, in accordance with the provisions of this clause.
- (b) Where an employee has not concluded their period of parental leave and resumed duty, and the employee is entitled to a subsequent period of paid parental leave, the employee's paid parental leave is:
 - (i) to be paid according to the employee's status and classification at the time of commencing the original period of parental leave; and
 - (ii) not affected by any period of special temporary or casual employment undertaken in accordance with subclause 39.31 of this clause.

39.12 Medical Certificates

- (a) An employee who has given the employer notice of their intention to take paid or unpaid parental leave, or unpaid partner leave shall provide the employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner, confirming the pregnancy and estimated date of birth.

- (b) Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, the Employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

39.13 If the pregnancy results in other than a live child or the child dies during the period of paid parental leave, the entitlement to paid parental leave as provided in subclause 39.3 of this clause remains intact. Such paid parental leave cannot be taken concurrently with paid sick or personal leave in accordance with subclause 39.21 of this clause.

39.14 Paid parental leave when the mother is, for any period of her leave, incapable of being her child's primary care giver

- (a) An employee who commenced paid parental leave prior to her child's birth and:
 - (i) who is incapacitated following the birth of her child and is therefore incapable of being its primary care giver; or
 - (ii) whose child requires hospitalisation such that the employee and her partner are not their child's primary care giver; is entitled to remain on paid parental leave, notwithstanding that she is not the child's primary care giver.
- (b) An employee is not entitled to access paid parental leave when they are not their child's primary care giver other than in the circumstances identified in subclause 39.14(a) of this clause.
- (c) If both parents work in the public sector and the mother is able to remain on paid parental leave in accordance with subclause 39.14(a)(i), the employees may choose which parent will access paid parental leave.
 - (i) If the mother chooses to remain on paid parental leave, her partner may access unpaid parental leave for the period they are their child's primary care giver.
 - (ii) If the mother's partner is their child's primary care giver and chooses to access paid parental leave, the mother may access unpaid parental leave for the period her partner is their child's primary care giver.
 - (iii) Where the mother's partner accesses paid parental leave in accordance with subclause 39.14(c)(ii) of this clause, the mother is entitled to resume paid parental leave if/when she becomes her child's primary care giver, subject to the provisions of subclause 39.8(b) of this clause.
 - (iv) If the mother resumes paid parental leave in accordance with subclause 39.14(c)(iii) of this clause, her partner must cease paid parental leave.
- (d) An employee is not entitled to access the provisions of subclause 39.14(c) in the circumstances identified in 39.14(a)(ii).

39.15 Adoption of a child

- (a) An employee seeking to adopt a child shall be entitled to two days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement to which the employee is entitled in lieu of this leave.
- (b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement to which they are entitled in lieu of the terminated parental leave or return to work.

39.16 Confirmation of primary care giver status

- (a) For the purposes of subclause 39.3, an employer may require an employee to provide confirmation of their primary care giver status.
- (b) Where an employer requires an employee to confirm their status as the primary care giver of a newly born or newly adopted child, the employee is to provide the employer with evidence that would satisfy a reasonable person of the entitlement to paid parental leave. Such evidence may include a medical certificate or statutory declaration.

Partner Leave

- 39.17 (a) An employee is entitled to unpaid partner leave as prescribed by this subclause in respect of the:
- (i) birth of a child to the employee or the employee's partner; or
 - (ii) adoption of a child who is not the natural child or the stepchild of the employee or the employee's partner; is under the age of five; and has not lived continuously with the employee for six months or longer.
- (b) An employee who is not taking parental leave with respect to the birth of child to their partner shall be entitled to a period of unpaid partner leave of up to one week at the time of the child's birth. In the case of adoption of a child this period shall be increased to up to three weeks unpaid leave.
- (c) The employee may request to extend the period of unpaid partner leave up to a maximum of eight weeks.
- (d) The employer is to agree to an employee's request to extend their partner leave under subclause 39.17(c) unless:
- (i) having considered the employee's circumstances, the employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or

- (ii) there are grounds to refuse the request relating to its adverse effect on the employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:
 - (1) cost;
 - (2) lack of adequate replacement staff;
 - (3) loss of efficiency; and
 - (4) impact on the production or delivery of products or servicesby the employer.
- (e) The employer is to give the employee written notice of the employer's decision on a request for extended partner leave. If the employee's request is refused, the notice is to set out the reasons for the refusal.
- (f) An employee who believes their request for extended partner leave under subclause 39.17(c) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.
- (g) The taking of partner leave by an employee shall have no effect on their or their partner's entitlement, where applicable, to paid parental leave under this clause.

Other Leave Entitlements

39.18 Annual and long service leave

- (a) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave to which the employee is entitled for the whole or part of the period of unpaid parental leave.
- (b)
 - (i) An employee may elect to substitute any part of their entitlement to one week's unpaid partner leave as provided for in subclause 39.17(c) with accrued annual or long service leave to which the employee is entitled for the whole or part of that period of unpaid partner leave.
 - (ii) Where an employer agrees to an employee's request to extend their period of unpaid partner leave under subclause 39.17(c), the employer must allow an employee to elect to substitute any part of that period of unpaid partner leave with accrued annual or long service leave to which the employee is entitled for the whole or part of that period of unpaid partner leave.

39.19 Time off in lieu of overtime

An employee proceeding on unpaid parental leave or unpaid partner leave may elect to substitute any part of that leave with accrued time off in lieu of overtime to which the employee is entitled for the whole or part of the period of unpaid parental leave or unpaid

partner leave.

39.20 Leave without pay

- (a) Subject to all other leave entitlements being exhausted an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two years. The employer is to agree to a request to extend their leave unless:
 - (i) having considered the employee's circumstances, the employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or
 - (ii) there are grounds to refuse the request relating to its adverse effect on the employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:
 - (1) cost;
 - (2) lack of adequate replacement staff;
 - (3) loss of efficiency;
 - (4) impact on the production or delivery of products or services by the employer.
- (b) The employer is to give the employee written notice of the employer's decision on a request for leave without pay under subclause 39.20(a). If the request is refused, the notice is to set out the reasons for the refusal.
- (c) An employee who believes their request for leave without pay under subclause 39.20(a) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.
- (d) Any period of leave without pay must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the employer the total combined period of leave without pay following parental leave shall not exceed two years.

39.21 Sick or personal leave

- (a) An employee on paid or unpaid parental leave is not entitled to paid sick or personal leave other than as specified in 39.21(b).
- (b) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid sick or personal leave to which the employee is entitled or unpaid leave for a period certified as necessary by a registered medical practitioner. Paid sick or personal leave cannot be taken concurrently with paid parental leave.

- (c) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick or personal leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.
- (d) An employee on unpaid partner leave is not entitled to paid sick or personal leave.

39.22 Public holidays

Any public holidays that fall during paid or unpaid parental leave, or unpaid partner leave shall be counted as part of the parental or partner leave and do not extend the period of parental or partner leave.

Notice and Variation

- 39.23 (a) The employee shall give not less than four weeks notice in writing to the employer of the date the employee proposes to commence paid or unpaid parental leave, or unpaid partner leave stating the period of leave to be taken.
- (b) An employee seeking to adopt a child shall not be in breach of subclause 39.23(a) of this clause by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- (c) An employee proceeding on parental leave may elect to take a shorter period of parental leave to that provided by subclause 39.2 and may at any time during that period elect to reduce or extend the period stated in the original application, provided four weeks written notice is provided.

Modification of Duties or Transfer to a Safe Job

39.24 Part time employment during pregnancy

- (a) A pregnant employee may work part time in one or more periods whilst she is pregnant where she provides her employer with a medical certificate from a medical practitioner advising that part time employment is, because of her pregnancy, necessary or preferable.
- (b) The terms of part time employment undertaken in accordance with subclause 39.24(a) shall be in writing.
- (c) Such employment shall be in accordance with the part time employment and parental leave provisions of this Agreement.
- (d) Unless otherwise agreed between the employer and employee, an employee will provide their employer with four weeks written notice of an intention to:
 - (i) vary part time work arrangements made under subclause 39.24(b); or

(ii) revert to full time employment during the employee's pregnancy.

(e) An employee reverting to full time employment in accordance with subclause 39.24(d)(ii) will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to undertaking part time employment.

39.25 If an employee gives the employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:

(a) illness, or risks, arising out of her pregnancy; or

(b) hazards connected with that position;

then the employer must modify the duties of the position or alternatively transfer the employee to a safe job at the same classification level for the period during which she is unable to continue in her present position.

39.26 If the employer does not think it to be reasonably practicable to modify the duties of the position or transfer the employee to a safe job the employee is entitled to paid leave for the period during which she is unable to continue in her present position.

39.27 An entitlement to paid leave provided in subclause 39.26 is in addition to any other leave entitlement the employee has and the employee is to be paid the amount she would reasonably have expected to be paid if she had worked during that period. This entitlement also applies to eligible casual employees.

39.28 An entitlement to paid leave provided in subclause 39.26 ends at the earliest of whichever of the following times is applicable:

(a) the end of the period stated in the medical certificate;

(b) if the employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or

(c) if the employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

Communication during Parental Leave

39.29 (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer will take reasonable steps to:

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) An employee shall take reasonable steps to inform their employer about any significant matter that will affect the employee's decision regarding:
 - (i) the duration of parental leave to be taken;
 - (ii) whether the employee intends to return to work; and
 - (iii) whether the employee intends to return to work on a part-time or modified basis.
- (c) An employee shall also notify their employer of changes of address or other contact details that might affect the employer's capacity to comply with subclause 39.29(a).

Replacement Employee

- 39.30 (a) Prior to engaging a replacement employee the employer shall inform the replacement person of:
- (i) the temporary nature of the employment;
 - (ii) the entitlements relating to the return to work of the employee on parental leave or that employee's capacity to undertake special temporary or casual employment during their period of unpaid parental leave; and
 - (iii) any consequences for the replacement employee should the employee on parental leave return early from leave or seek an extension to their period of parental leave.
- (b) A replacement employee may be employed part time. Such employment shall be in accordance with subclause 11.11 this Agreement.
- (c) Nothing in this subclause will be construed as requiring an employer to engage a replacement employee.

Employment During Parental Leave

- 39.31 (a) The provisions of subclause 39.31 apply to employment during:
- (i) unpaid parental leave; and
 - (ii) leave without pay taken in conjunction with parental leave as provided for in subclause 39.20.
- (b) The employer cannot employ an employee in special temporary or casual employment whilst the employee is on a period of:
- (i) paid parental leave; or

- (ii) annual or long service leave taken concurrently with a period of unpaid parental leave.
- (c) Special temporary employment
- (i) For the purposes of subclause 39.31, “temporary” means employment:
 - (1) of an intermittent nature;
 - (2) for a limited, specified period;
 - (3) undertaken during unpaid parental leave or leave without pay taken in conjunction with unpaid parental leave; and
 - (4) excluding employment undertaken in accordance with subclause 39.31(d).
 - (ii) Notwithstanding any other provision of the parental leave clause, an employee may be employed by their employer on a temporary basis provided that:
 - (1) both parties agree in writing to the special temporary employment;
 - (2) employees are employed at the level commensurate to the level of the available position under the relevant award or agreement;
 - (3) in the case of a fixed term contract employees, the period of temporary employment is within the period of the current fixed term contract;
 - (4) any such period of service shall not change the employee’s employment status in regard to their substantive employment; and
 - (5) any period of special temporary employment shall count as qualifying service for all purposes of this Agreement.
- (d) Special casual employment
- (i) For the purposes of this subclause, “casual” means employment:
 - (1) on an hourly basis for a period not exceeding four weeks in any period of engagement;
 - (2) for which a casual loading is paid;
 - (3) undertaken during unpaid parental leave or leave without pay taken in conjunction with unpaid parental leave; and
 - (4) excluding employment undertaken in accordance with subclause 39.31(c).

- (ii) Notwithstanding any other provision of the parental leave clause, an employee, may be employed by their employer on a casual basis provided that:
 - (1) both parties agree in writing to the special casual employment;
 - (2) employees are employed at the level commensurate to the level of the available position under the relevant award or agreement;
 - (3) in the case of a fixed term contract employee, the period of casual employment is within the period of the current fixed term contract;
 - (4) any such period of service shall not break the employee's continuity of service nor change the employee's employment status in regard to their substantive employment; and
 - (5) any period of special casual employment shall not count as qualifying service other than with respect to entitlements a casual employee would ordinarily be entitled to for any purpose this Agreement.

- (e) For every period of special temporary or casual employment, the following records must be kept:
 - (i) the agreements made between the parties for periods of special temporary or casual employment;
 - (ii) the dates of commencement and conclusion of each period of special temporary and/or casual employment;
 - (iii) the hours worked by the employee during such periods; and
 - (iv) the classification level at which the employee is employed during such periods.

- (f) Effect of special temporary or casual employment on unpaid parental leave
 - (i) Subject to subclause 39.31(f)(ii), periods of special temporary and/or casual employment shall be deemed to be part of the employee's period of unpaid parental leave or leave without pay taken in conjunction with parental leave as originally agreed to by the parties.
 - (ii) An employee who immediately resumes unpaid parental leave or leave without pay following parental leave following the conclusion of a period of special temporary or casual employment:
 - (1) is entitled, on written notice, to extend their period of unpaid parental leave or leave without pay taken in conjunction with parental leave by the period of time in which they were engaged in special temporary and/or casual employment; and

- (2) shall give not less than four weeks notice in writing to their employer of the new date they intend to return to work and so conclude their period of parental leave or leave without pay taken in conjunction with parental leave.
- (iii) An employee who does not immediately resume their period of unpaid parental leave or leave without pay taken in conjunction with parental leave at the conclusion of a period of special temporary or casual employment cannot preserve the unused portion of leave for use at a later date.

Return to Work on Conclusion of Parental Leave

- 39.32 (a) (i) An employee shall confirm their intention to conclude their parental leave or leave without pay following parental leave and return to work by notice in writing to their employer not less than four weeks prior to the expiration of parental leave or leave without pay.
- (ii) An employee who intends to return to work on a modified basis in accordance with subclause 39.32(d), will advise their employer of this intention by notice in writing not less than four weeks prior to the expiration of parental leave or leave without pay.
- (b) An employee on return to work following the conclusion of parental leave or leave without pay following parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave.
- (c) Where an employee was transferred to a safe job or proceeded on leave as provided for in subclauses 39.24 to 39.28, the employee is entitled to return to the position occupied immediately prior to the transfer or the taking of the leave.
- (d) Right to return to work on a modified basis
- (i) An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with subclause 11.11 provisions of this Agreement.
- (ii) An employee may return on a modified basis that involves the employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the employee worked immediately before starting parental leave.
- (e) Right to revert

- (i) An employee who has returned on a part time or modified basis in accordance with 39.32(d) may subsequently request the employer to permit the employee to resume working on the same basis as the employee worked immediately before starting parental leave or full time work at the same classification level.
- (ii) The employer is to agree to a request to revert made under subclause 39.32(e)(i) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the employer and those grounds would satisfy a reasonable person.
- (iii) An employer is to give the employee written notice of the employer's decision on a request to revert under subclause 39.32(e)(i). If the request is refused, the notice is to set out the reasons for the refusal.
- (iv) An employee who believes their request to revert under subclause 39.32(e)(i) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.

Effect of Parental Leave and Partner Leave on the Contract of Employment

- 39.33 (a) An employee employed for a fixed term contract shall have the same entitlement to parental leave and partner leave, however the period of leave granted shall not extend beyond the term of that contract.
- (b) (i) Absence on unpaid parental leave or unpaid partner leave shall not break the continuity of service of employees.
 - (ii) Where an employee takes a period of unpaid parental leave or unpaid partner leave exceeding 14 calendar days in one continuous period, the entire period of such leave shall not be taken into account in calculating the period of service for any purpose under this Agreement. Periods of unpaid leave of 14 days or less shall, however, count for service.
- (c) An employee on parental leave or partner leave may terminate employment at any time during the period of leave by written notice in accordance with subclause 11.14 of this Agreement.
 - (d) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or partner leave or absence on parental leave or partner leave but otherwise the rights of the employer in respect of termination of employment are not affected.

Casual Employees

- 39.34 (a) To avoid doubt, an eligible casual employee has no entitlement to paid leave under this clause with the exception of the entitlement to paid leave as provided under subclauses 39.24 to 39.28.

- (b) Nothing in this clause confers a change in the employment status of a casual employee.
- (c) Service performed by an eligible casual employee for a public sector employer shall count as service for the purposes of determining 12 months continuous service as per subclause 39.3(b)(iii) where:
 - (i) the eligible casual employee has become a permanent or fixed term contract employee with the same employer; and
 - (ii) the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than three months.

40. LEAVE WITHOUT PAY

40.1 Subject to the provisions of subclause 40.2, the Employer may grant an employee leave without pay for any period and is responsible for that employee on his/her return.

40.2 Every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:

- (a) The work of the department is not inconvenienced; and
- (b) All other leave credits of the employee are exhausted.

40.3 An employee on a fixed term appointment may not be granted leave without pay for any period beyond that employee's approved period of engagement.

40.4 Leave Without Pay for Full Time Study

- (a) The Employer may grant an employee leave without pay to undertake full time study, subject to a yearly review of satisfactory performance.
- (b) Leave without pay for this purpose shall not count as qualifying service for leave purposes.

40.5 Leave Without Pay for Australian Institute of Sport Scholarships

Subject to the provisions of subclause 40.2, the Employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay.

41. TRAINING AND STUDY LEAVE

41.1 Employer Provided Training

- (a) Employees required by the Employer to undertake formal training relevant to their occupation will be provided with such training at the Employers expense and such training will ordinarily occur during rostered working hours.
- (b) Where required formal training is only available outside rostered working hours, employees will be provided with required breaks and time off in lieu.

- (c) Employees undertaking training outside their rostered working hours or away from their normal place of work will be paid for travel time at the appropriate rate and be reimbursed travel costs.
- (d) Nothing in this agreement requires an Employer to provide formal training to an employee.

41.2 Study Leave

- (a) Conditions for Granting Time Off
 - (i) An employee may be granted time off with pay for part-time study purposes at the discretion of the Employer.
 - (ii) Part-time employees are entitled to study leave on the same basis as full time employees.
 - (iii) Time off with pay may be granted up to a maximum of five (5) hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken.
 - (iv) External students, who are obliged to attend educational institutions for compulsory sessions during vacation periods, may be granted time off with pay including travelling time up to the maximum annual amount allowed to an employee in the metropolitan area.
 - (v) Employees will be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.
 - (vi) In every case the approval of time off to attend lectures and tutorials will be subject to:
 - (1) Health Service convenience provided that Health Service inconvenience can not be claimed because it is necessary to replace the employee by utilising increased hours for part time staff, short term contract staff, or casual relief staff. Budgetary constraints should not factor into Health Service convenience.
 - (2) the course being undertaken on a part-time basis;
 - (3) employees undertaking an acceptable formal study load in their own time;
 - (4) employees making satisfactory progress with their studies;
 - (5) the course being relevant to the employee's career in the Health Service and being of value to the Employer; and
 - (6) the course furthering the career of the employee.

- (b) (i) An acceptable part-time study load should be regarded as not less than five (5) hours per week of formal tuition, with at least half of the total formal study commitment being undertaken in the employee's own time, except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended part-time year or stage, and this does not entail five (5) hours formal study.
 - (ii) In cases where employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two (2) weeks the total fortnightly commitment.
 - (iii) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the employee's normal place of work.
 - (iv) An employee will not be granted more than five (5) hours time off with pay per week except in exceptional circumstances, where the Employer may decide otherwise.
 - (v) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.
- (c) Approved Courses
- (i) Two year full-time Certificate courses and Diploma courses provided by a registered vocational education and training institutions.
 - (ii) Secondary courses leading to the Tertiary Entrance Examination or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.
 - (iii) First degree or Associate Diploma courses at a post-secondary education institution.
 - (iv) Courses recognised by the National Authority for the Accreditation of Translators and interpreters (NAATI) in a language relevant to the needs of the Public Sector.

42. CASHING OUT LEAVE ENTITLEMENTS

- 42.1 The purpose of this clause is to allow employees the option of receiving payment in lieu of accrued entitlements to annual leave, long service leave and accrued days off when the employee's request stems from some personal circumstances which are out of the ordinary and have resulted in a particular need for money.
- 42.2 The inclusion of this clause will not be taken of itself to imply that there are any grounds for diminishing an employees' entitlements to annual leave, long service leave or accrued days off.

- 42.3 (a) An employee may request, in writing, to be paid out part of his or her entitlement to annual leave, long service leave or accrued days off pursuant to this clause.
- (b) The Employer will consider the employee's application and respond in writing.
- 42.4 The rate at which any accrued leave entitlement is paid out will be the rate that would have been paid had the leave been taken. To avoid doubt payment will include any applicable annual leave loading.
- 42.5 The maximum amount of accrued leave which may be paid out at any time is the balance in excess of 20 days leave. The minimum 20 days leave retained can be comprised of either annual leave or accrued days off or a combination of both.

43. LEAVE OPTIONS

43.1 Annual Leave Options

Notwithstanding the terms specified elsewhere in this Agreement, the leave options specified in this clause are available to employees.

- 43.2 To exercise one or more of the options specified in this clause, an employee must make written application in the manner prescribed by the Employer.
- 43.3 (a) At the request of an employee an Employer may agree to an arrangement ("the arrangement") whereby the employee accrues either 1 (51/52), 2(50/52), 3(49/52) or 4(48/52) weeks additional annual leave in lieu of salary of the equivalent value. Both the agreement to the arrangement and the time at which the additional leave is taken will be dependent on the operational requirements of the department where the employee works at the particular time.
- (b) Unless otherwise agreed between the employee and the Employer, an employee who enters into an arrangement under this sub clause does so in blocks of twelve (12) months. Further, it will be assumed that, an employee having entered into the arrangement, the arrangement will be continuing from year to year unless the employee otherwise notifies the Employer in writing.
- (c) For the purposes of this sub clause and without limiting the meaning of the term, "operational requirements" may include:
- (i) The availability of suitable leave cover, if required;
 - (ii) The cost implications;
 - (iii) The impact on client/patient service requirements; and
 - (iv) The impact on the work of other employees.
- (d) The portion of the employee's salary to be forfeited will be calculated as a fortnightly amount and their fortnightly salary will be decreased by that amount for the duration of the arrangement.

- (e) All annual leave taken during the course of the arrangement will be paid at the reduced rate.
- (f) The additional leave will continue to accrue while the employee is on leave during the course of the arrangement.
- (g) The reduced salary will be used for all purposes during the course of the arrangement.
- (h) The additional leave will not attract leave loading.

43.4 Double the leave on half pay.

Subject to operational requirements as defined in subclause 43.3, and with the agreement of the Employer, an employee may elect to take twice the period of any portion of their annual leave, including any time in lieu taken as leave, at half pay.

43.5 Deferred Salary Scheme for 12 Months' Leave

- (a) By written agreement between the Employer and the employee, an employee may enter into a deferred salary scheme over a five (5) year period in which the employee may be paid 80% of their ordinary salary over a four (4) year period, with the unpaid component accrued over the four (4) years, and paid out in equal instalments during the fifth year.
- (b) The fifth year will be treated as continuous service, but will not count as service for the purpose of accruing leave entitlements
- (c) Access to the leave when it falls due will not be unreasonably refused by the Employer, but in any case the leave may only be deferred by agreement between the Employer and employee.
- (d) When deciding whether to support a particular request for this arrangement, the Employer will take into account factors such as operational requirements. In order to satisfy operational requirements, the number of employees allowed to work under the arrangement may be restricted at any one time, and/or the timing of the arrangement may need to be staggered.
- (e) By agreement the four (4) year accrual period may be suspended. The employee will revert back to 100% of salary or access leave without pay, provided that except where longer periods of unpaid leave are otherwise prescribed by this Agreement (e.g. Parental Leave), such non participatory periods will not exceed six (6) months. The commencement of the leave year will be delayed by the length of the non-participatory period.
- (f) Where an employee withdraws from this arrangement in writing, or the employee's contract of employment terminates for any reason, the employee will receive a lump sum equal to the accrued credit. The payment of the lump sum may be deferred for a period of up to three (3) months upon the employee's request, provided that where the contract has terminated the payment will be made in his/her final pay.

- (g) Any paid leave taken during the first four (4) years of this arrangement will be paid at 80% of the employee's ordinary salary.

43.6 Long Service Leave Options

Upon application by an employee, the Employer may subject to subclause 43.7 of this Agreement, approve of the taking by the employee:

- (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
- (b) of any portion of his/her long service leave entitlement on full pay or double such period on half pay;
- (c) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.

43.7 Long service leave may be taken in monthly multiples.

43.8 Implications of Options

It is the responsibility of the employee to investigate the impact of any of the arrangements under this clause on her/his allowances, superannuation and taxation, and the options, if any, available for addressing these.

44. ANNUAL LEAVE TRAVEL CONCESSIONS

44.1 Employees stationed in remote areas

The travel concessions contained in the following table are provided to employees, their dependent partners and their dependent children when proceeding on annual leave from headquarters situated in District Allowance Areas 3, 5 and 6, and in that portion of Area 4 located north of 30 degrees South latitude.

44.2 Employees are required to serve twelve (12) continuous months in these areas before qualifying for travel concessions. However, employees who have less than twelve (12) months continuous service in these areas and who are required to proceed on annual leave to suit the Employer's convenience will be allowed the concessions. The concession may also be given to an employee who proceeds on annual leave before completing the year's service provided that the employee returns to the area to complete the year's service at the expiration of the period of leave and should such employee not return or complete the required service the Employer may recover the value of the concession provided.

44.3 The Employer will provide the concession by paying or reimbursing costs of annual leave travel for the employee, his/her dependent partner and his/her dependent children travelling with him/her up to the cost of the prevailing market rate for return economy airfares to Perth inclusive of GST

- 44.4 Where an employee elects to use transport other than their own, the Employer may require that the travel be booked through the Employer.
- 44.5 An employee travelling other than by air is entitled to payment of up to the equivalent fare calculated in accordance with this clause prior to the commencement of his / her leave.
- 44.6 Travel concessions not utilised within twelve (12) months of becoming due will lapse.
- 44.7 Part-time employees are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week.
- 44.8 Travelling time will be calculated on a pro rata basis according to the number of hours worked.

	Approved Mode of Travel	Travel Concession	Travelling Time
(a)	Air	Air fare for the Employee, and dependent partner and/or dependent children	One day each way
(b)	Road	Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the return air fare for the employee, dependent partner and/or dependent children, travelling in the motor vehicle.	On or North of 20° South Latitude - two and one half days each way. Remainder - two days each way.
(c)	Air and Road	Full motor vehicle allowance rates for car trip, but reimbursement not to exceed the cost of the return air fare for the employee. Air fares for the dependent partner and/or dependent children.	On or North of 20° South Latitude - two and one half days each way. Remainder - two days each way.

45. JURY SERVICE LEAVE

- 45.1 An employee other than a casual employee required to attend for jury service during their ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of the ordinary wage they would have received in respect of the ordinary time they would have worked if they had not been on jury service.
- 45.2 An employee will notify the employer as soon as possible for the date on which they are required to attend for jury service.
- 45.3 Further, the employee will give the employer proof of attendance, the duration of such attendance, and the amount paid in respect of such jury service.

PART 7 - CHANGE MANAGEMENT

46. INTRODUCTION OF CHANGE

- 46.1 Notification of Change to the Employees and the Union

- (a) The Employer will notify the employees 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 employees.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or the lessening of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs.

46.2 Discussions between Employers and employees regarding introduction of change.

- (a) Discussion between the Employer, the employees affected, 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 46.1 above.
- (b) Such discussions will include: the effects the changes are likely to have on employees and measures to reduce the adverse effects of such changes; and
- (c) The Employer will give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (d) For the purposes of such discussion, the Employer will provide to the employees concerned and the Union, all relevant information about the changes.

46.3 The Employer will not be required to disclose confidential information, which would be inconsistent with the provisions of the Freedom of Information Act.

47. CONSULTATION MECHANISM

47.1 Consultative Committees are for the purpose of progressing the issues raised in this Agreement.

47.2 A Consultative Committee will be established at a Hospital when the Union or the relevant Employer notifies the other of its intention to do so.

47.3 The Union and relevant Employer will meet and jointly determine the structure and process (including elections and timetables) of the Consultative Committee.

47.4 Consultative Committees will be made up of representatives of the Employer and employees nominated by the Union.

47.5 Each employee nominated by the Union who has not previously received training will be released to attend the Union training course before the first consultative committee meeting.

47.6 The Employer will provide reasonable resourcing to ensure effective and informed employee participation, including access to all relevant information and a reasonable period of time of release to facilitate the consultative process.

- 47.7 Employees nominated by the Union will be paid for attendance at Consultative Committee meetings as if they had worked their normal roster.
- 47.8 Employees nominated by the Union will be given time off in lieu when they attend a Consultative Committee meeting in their own time; such time to be equal to total travel and meeting time.
- 47.9 The Employer will be responsible for the keeping of proper records of the Consultative Committee. At the conclusion of each meeting, the Employer will forward minutes of the Consultative Committee to members of the Committee.
- 47.10 An officer of the Union is entitled to attend a meeting of the Consultative Committee and address the Committee on any issue, but will not vote on any motion.

PART 8 - UNION MATTERS

48. LEAVE TO ATTEND INDUSTRIAL PROCEEDINGS

- 48.1 The employer will grant paid leave during ordinary working hours at the ordinary rate of pay to an employee who is required to give evidence before any industrial tribunal. The granting of leave will only be approved:
- 48.2 where an application for leave has been submitted by an employee a reasonable time in advance;
- (a) for the minimum period necessary for evidence to be given;
 - (b) for those employees whose attendance is essential;
 - (c) when the operation of the organisation is not unduly affected and the convenience of the employer impaired.
 - (d) The employer will not be liable for any expenses associated with an employee attending an industrial proceeding.
 - (e) Leave of absence granted under subclause 48.1 above, will include any necessary travelling time and normal working hours.

49. UNION AND DELEGATES RECOGNITION AND RIGHTS

49.1 Recognition

- (a) The Employer recognises the rights of the Union to organise and represent its members. Union representatives (“Delegates”) in the Hospital or service have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members interests in the workplace.

- (b) The Employer will distribute, with any pre-employment and/or orientation package the Employer ordinarily distributes to new employees, a flyer/information sheet provided by the Union. The flyer/information sheet will provide information regarding Union membership, pay and conditions and representation of Union members within the workforce.
- (c) All management representatives will treat Union Delegates with respect and without victimisation, and this respect will be mutually reciprocated.

49.2 Union Delegates will be granted:

- (a) An assurance that issues raised will be promptly dealt with as per Clause 51. Dispute Settlement Procedure.
- (b) Genuine consultation by the Employer for decisions impacting on Union members or employees eligible to be Union members.
- (c) Paid time to communicate during the Delegates' ordinary working hours with Union members and attend to Union business in the workplace. This will be negotiated at each Hospital/health service. For example, the total pool of time available to all delegates at Royal Perth Hospital & Sir Charles Gardiner Hospital will be ten (10) hours per week, which may be increased by agreement between the parties for the incidence of site or broader industrial issues.
- (d) Delegates will consult with the Employer when paid time off is required. Any disagreements shall be dealt with via the Dispute Settlement Procedure.

49.3 The Union will give the names of Union Delegates to the relevant Employers in writing.

49.4 Facilities

- (a)
 - (i) The relevant Agreements will be displayed on notice boards in the workplace where it is easily accessible to employees
 - (ii) Employees on request will be provided with a copy of this Agreement by the Employer. The Employer will make sufficient copies available for this purpose.
- (b) Union Delegates will be provided with:
 - (i) Access to facilities including basic communication and information resources such as telephone, fax, e-mail, photocopier, stationery and access to meeting rooms to meet with individual or groups of members and perform Union business.
 - (ii) Access to all relevant information, including appropriate awards, agreements, job descriptions and policies.

- (iii) Lockable notice boards in the ratio of one (1) notice board for every 200 beds or part thereof. Access to the Notice Board will be restricted to authorised Union Delegates. It is the responsibility of the Delegate to ensure that only authorised Union material is placed on the notice board.
- (iv) A lockable cabinet.

49.5 Organising the Workplace

Provided appropriate notice is given and the operation of the organisation is not unduly affected, Union Delegates will have:

- (a)
 - (i) A list of new employees, provided by the Employer each month, which identifies the time of commencement of new employees, their employment status, occupation, hours of work and work location.
 - (ii) Time to discuss the benefits of Union membership with a new employee as part of their induction.
 - (iii) Where the Employer conducts a group induction, which may be on or off site, the Union will be given at least fourteen (14) days notice of the time and place of the induction. The Union will be entitled to at least thirty (30) minutes to address new employees without Employer representatives being present.
- (b) Access to a private sheltered area for meetings of members. Details to be decided by local arrangement.
- (c) Access to rosters providing information regarding work location and shifts of employees. The rosters will be provided within five (5) working days of request.
- (d) Quarterly paid general Union meetings, to a maximum duration of 1 hour. These meetings are to be arranged at a local level.
- (e)
 - (i) Paid monthly Union delegate meetings for each Hospital to a maximum of two (2) hours.
 - (ii) Quarterly paid regional delegate meetings to a maximum of two hours (plus reasonable travel time).
 - (iii) The option to aggregate the time available for meetings, pursuant to (i) and (ii) above, to meet the needs of country delegates.
 - (iv) Where agreement is reached between the Employer and the Union the option for delegates within the Perth Metropolitan area to convene for meetings pursuant to (i) at one Hospital site.

- (f) Subject to compliance with the relevant clinical protocols at each facility, the right to enter the Employers premises during working hours, including meal breaks, for the purpose of discussing with employees covered by this Agreement the legitimate business of the Union, or for the purpose of investigating complaints concerning the application of this Agreement, but will in no way unduly interfere with the work of the employees.
- (g) Subject to compliance with the relevant clinical protocols at each facility, the Secretary or authorised Union representative will be able to move freely within the Hospital/service, and will not be required to be accompanied by any employee or agent of the Employer, but will in no way unduly interfere with the work of the employees.

49.6 Representation

The Employer will grant paid leave during ordinary working hours to an employee:

- (a) Who is required to give evidence before any industrial tribunal;
- (b) Who as a Union nominated representative of the employees is required to attend negotiations and/or conferences between the Union and Employer;
- (c) When prior agreement between the Union and Employer has been reached for the employee to attend official Union meetings preliminary to negotiations or industrial hearings;
- (d) Who as a Union nominated representative of the employees is required to attend joint Union/management consultative committees or working parties.

49.7 Union Dues

The Employer agrees, upon receiving written authorisation from an employee, to provide to the Union within five (5) working days the employee's bank account details and subsequent changes from time to time for the purpose of enabling the employee to establish direct debit facility for the payment of Union dues.

49.8 Paid Leave for Union Training

- (a) The Employer will grant paid leave of absence to employees who are nominated by their Union to attend short courses conducted by the Union.
- (b) Paid leave of absence will also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.
- (c) An employee will be granted up to six (6) days paid leave each calendar year for Union training or similar courses or seminars. However, leave in excess of six (6) days, and up to twelve (12) days, may be granted in any one calendar year, provided that the total leave being granted in that year and in the subsequent year does not exceed twelve (12) days.

- (d) Country delegates will be paid travel time during normal working hours at the ordinary rate of pay to attend such training.

49.9 Rates of Pay During Absence on Union Training

- (a) Leave of absence will be granted at the ordinary rate of pay (including any Hospital Allowance) the employee would have received had they not been on leave.
- (b) Where a public holiday or rostered day off (including a rostered day off as a result of working a 38 hour week) falls during a Union Training course or seminar, a day off in lieu of that day will be granted.

49.10 Shift employees attending a Union Training course or seminar will be deemed to have worked the shifts they would have worked had leave not been taken, and payment for such leave will include shift penalties.

49.11 Application for Union Training Leave

Any application by an employee will be submitted to the Employer for approval at least four (4) weeks before the commencement of the leave, provided that the Employer may agree to a lesser period of notice.

- 49.12 (a) The Employer will not be liable for any expenses associated with an employee's attendance at Union training.
- (b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the training.

49.13 Application

- (a) An employee will not be entitled to paid leave to attend Union business other than as prescribed by this clause.
- (b) The provisions of this clause will not apply to special arrangements made between the parties, which provide for unpaid leave for employees to conduct Union business.
- (c) The provisions of this clause will not apply when an employee is absent from work without the approval of the Employer.

50. TIME AND WAGES RECORD

50.1 In respect of each employee, the Employer will keep or cause to be kept a time and wages record showing:

- (a) The name of the employee;
- (b) The nature of the work performed and whether full-time, part-time or casual;
- (c) The hours worked each day including roster details, if applicable;

- (d) The wages, allowances and overtime paid to each employee and any deductions made there from;
- (e) The date of birth of employees employed as junior;

50.2 Computerised time and wages records may be kept by the Employer and will be deemed to satisfy the requirements of this clause to the extent of the information recorded.

50.3 Time and Wages Records available for inspection by the Union

- (a) The time and wages records will be available for inspection by the Secretary or authorised person of the Union during the Employer's usual office hours, for the purpose of investigating a suspected breach of the Employer's obligations to its employees. When necessary the accredited official of the Union may take a copy of the record.
- (b) The Union will:
 - (i) give prior notification to the Employer on when it proposes to inspect the records, provided that such notice is at least 24 hours, or at least 48 hours where the relevant materials are not kept on the employer's business premises;
 - (ii) not conduct interviews during normal working hours in circumstances which will result in the employer's business being unduly interrupted or otherwise hampered; and
 - (iii) treat with confidentiality any information obtained from time and wage records.

50.4 If the Employer maintains a personal file or other file on an employee, the employee will be entitled to examine all material on the file, and take copies, at a time that does not result in the Employer's business being unduly interrupted or otherwise hampered.

PART 9 - DISPUTE SETTLEMENT PROCEDURES

51. DISPUTE SETTLEMENT PROCEDURE

51.1 Any grievance, complaint or dispute arising under the Agreement will be dealt with in accordance with this clause.

51.2 The employee/s and the manager with whom the dispute has arisen will discuss the matter and attempt to find a satisfactory solution, within three (3) working days. An employee may be accompanied by a Union representative of their choice.

51.3 If the dispute cannot be resolved at this level, the matter will be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days. An employee may be accompanied by a Union representative of their choice.

- 51.4 If the dispute is still not resolved, it may be referred by the employee/s or Union representative to the Chief Executive Officer or his/her nominee.
- 51.5 Where the dispute cannot be resolved within five (5) working days of the employee/s or the Union representatives' referral of the dispute to the Chief Executive Officer or his/her nominee, either party may refer the matter to the Commission for conciliation and/or arbitration as required.
- 51.6 The period for resolving a dispute may be extended by agreement between the parties.
- 51.7 At all stages of the procedure the employee/s may be accompanied by a Union representative of their choice.
- 51.8 Notwithstanding the above the Union may raise matters directly with representatives of the Employer. In each case the Union and the Employer will endeavour to reach agreement. If no agreement is reached either party may refer the dispute to the Commission for conciliation and/or arbitration.
- 51.9 The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedures outlined above.
- 51.10 Disciplinary Procedure

Where the Employer Representative seeks to discipline an employee, or terminate the employment of an employee, other than pursuant to subclause 11.2 of this Agreement, the following steps will be observed:

- (a) In the event that an employee commits a misdemeanour, the employee's immediate supervisor or any other officer so authorised, may exercise the Employer's rights to reprimand the employee so that the employee understands the nature and implications of his/her conduct.
- (b) The first two reprimands will take the form of warnings, and if given verbally, will be confirmed in writing to the employee 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 will, upon the giving of that third reprimand, be terminable in accordance with the Agreement.
- (d) The above procedure is meant to preserve the rights of the individual employee, but it will not in any way limit the right of the Employer Representative to summarily dismiss an employee for misconduct.
- (e) Where a meeting is convened to discuss a disciplinary issue, an employee will be provided with the reasons for the meeting at the time the meeting is requested.

52. DISPUTES RELATING TO REDUNDANCY AND REDUNDANCY TYPE SITUATIONS

- 52.1 Where an employee and/or the Union believes a decision about a redeployment or redundancy matter has been improperly, unfairly or harshly made, the employee and/or the Union may notify the Employer that the decision is in dispute.
- 52.2 The notification of dispute must be made to the Employer within fourteen (14) days of the employee's receipt of the Employer's written advice of the decision. The notification of dispute must also specify the nature and effect of the decision and why it is said to be improper, unfair or harsh.
- 52.3 Upon receipt of the notification of dispute the Employer will, within fourteen (14) days, confer with the employee and/or the Union with a view toward resolving the dispute.
- 52.4 Should the dispute remain unresolved following the discussions referred to in subclause 52.3 the Employer, the employee and/or the Union may refer the matter to a Dispute Panel constituted in accordance with this clause.
- 52.5 Referral to a Dispute Panel will be through a written request to the Registrar of the Australian Industrial Relations Commission, which will include the detail specified in subclause 52.2.
- 52.6 Where a matter has been referred to a Dispute Panel under this clause, the decision of the Employer will stand except that there will not be a reduction of remuneration of the affected employee until the Dispute Panel has determined the matter.
- 52.7 A Dispute Panel for the purpose of this clause, will be constituted by a representative designated by the Employer and a representative designated by the Union or the employee and an Independent Chairperson agreed between the parties (provided that in the absence of such agreement the Independent Chairperson will be designated by the Australian Industrial Relations Commission).
- 52.8 The Dispute Panel will determine a just resolution to the dispute having regard to the particular circumstances and what is fair and reasonable.
- 52.9 Where a dispute has been referred to a Dispute Panel constituted under this clause, the Dispute Panel will consider the dispute as soon as practicable.
- 52.10 A decision from a Dispute Panel constituted under this clause will be final and binding on the parties to this agreement.

SCHEDULE A – SIGNATORIES

_____ 3 October 2007
Dr Simon Towler, Acting Director General of Health

_____/_____/_____
David Kelly, Secretary, Liquor, Hospitality and Miscellaneous Union, Western Australian Branch

~~WA HEALTH - LHMU - SUPPORT WORKERS INDUSTRIAL AGREEMENT 2007~~

~~WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION~~

~~**PARTIES** ————— THE MINISTER FOR HEALTH IN HIS INCORPORATED CAPACITY
UNDER S.7 OF THE HOSPITALS AND HEALTH SERVICES ACT 1927
(WA) AS THE HOSPITALS FORMERLY COMPRISED~~

APPLICANT

~~-v-~~

~~LIQUOR, HOSPITALITY AND MISCELLANEOUS UNION, WESTERN
AUSTRALIAN BRANCH~~

RESPONDENT

~~**CORAM** ————— COMMISSIONER S WOOD~~

~~**DATE** ————— FRIDAY, 12 OCTOBER 2007~~

~~**FILE NO** ————— AG 59 OF 2007~~

~~**CITATION NO.** — 2007 WAIRC 01161~~

~~**Result** ————— Agreement registered~~

~~**Representation**~~

~~**Applicant** ————— Ms M Mucilli~~

~~**Respondent** ————— Ms L Kirkwood~~

Order

HAVING heard Ms M Mucilli on behalf of the applicant and Ms L Kirkwood on behalf of the respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders:

THAT the agreement made between the parties as lodged in the Commission on the 4th day of October 2007, amended by consent at hearing on the 12th day of October 2007, entitled the WA Health - LHMU - Support Workers Industrial Agreement 2007 is hereby registered;

AND replaces the LHMU - Union Recognition and Job Security Agreement - Department of Health Support Workers 2004 (AG 180 of 2004) which is hereby cancelled.

COMMISSIONER S WOOD

This is not an official copy of the agreement as published by the WAIRC. This document includes a number of corrections as footnoted.