

AG839008 PR956194

**AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

*Workplace Relations Act 1996*

s.170LS - Agreement about industrial dispute (Division 3)

**Liquor, Hospitality and Miscellaneous Union**

**and**

**The Minister for Health  
(AG2005/2049)**

**LHMU - DEPARTMENT OF HEALTH ABORIGINAL AND ETHNIC HEALTH  
WORKERS - (FEDERAL) AGREEMENT 2005**

Health and welfare services

DEPUTY PRESIDENT BLAIN

PERTH, 4 MARCH 2005

**CERTIFICATION OF AGREEMENT**

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 4 March 2005 and shall remain in force until 31 July 2007.

BY THE COMMISSION:

DEPUTY PRESIDENT

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LHMU-

DEPARTMENT OF HEALTH

ABORIGINAL AND ETHNIC HEALTH WORKERS

(FEDERAL) AGREEMENT

2005

**1. TITLE**

This Agreement shall be known as the LHMU-Department of Health Aboriginal and Ethnic Health Workers - (Federal) Agreement 2005.

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## 3. INTERPRETATION

'Agreement' means the LHMU-Department of Health Aboriginal and Ethnic Health Workers -(Federal) Agreement 2005.

'Award' means the Health Workers Community and Child Health Services Award 2000.

'Commission' means the Australian Industrial Relations Commission.

'Employer' means any of the employers who are party to this Agreement as defined in subclauses 4.2 and 4.3.

'Health Service' means any public hospital, health care facility or other facility controlled by one of the Employers' party to this Agreement.

'Union' means the Liquor, Hospitality and Miscellaneous Union.

#### **4. AREA, INCIDENCE AND PARTIES BOUND**

4.1 This agreement applies throughout the State of Western Australia and is binding on the parties and on employees engaged by the Employer to work in any of the classifications listed in Clause 24 -Wages of this Agreement.

4.2 The parties to the agreement are:

(a) The Liquor, Hospitality and Miscellaneous Union, (the Union').

(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;

(iii) the South West Health Board; and

(iv) the WA Country Health Service;

('the Employer').

4.3 (a) 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.

(b) If the Director General of Health onward delegates any capacity to act as the 'Employer' to a Chief Executive of a Health Service or to any other office holder the Director General of Health shall inform the Union in writing of the terms of the delegation. An office holder who acts in accordance with the terms of a delegation from the Director General of Health shall be deemed to have acted as the 'Employer' for the purposes of this Agreement.

#### **5. DATE AND PERIOD OF OPERATION**

This agreement shall take effect from the beginning of the first pay period commencing on or after the date of certification and remain in force until 31 July 2007.

The Parties agree to commence negotiations for a replacement agreement 3 months before the nominal expiry date of this Agreement.

## **6. REPLACEMENT**

This Agreement supersedes and replaces the Agreements contained in Appendix One.

## **7. RELATIONSHIP TO PARENT AWARDS**

7.1 This Agreement shall be read in conjunction with the Health Workers Community and Child Health Services Award 2000 and the Miscellaneous Government Conditions and Allowances Award provided that where there is any inconsistency between the express terms of this Agreement and the awards, the express terms of this Agreement shall take precedence to the extent of any such inconsistency.

7.2 This Agreement shall be read in conjunction with the Western Australian Government/ Liquor, Hospitality and Miscellaneous Union Redeployment, Retraining and Redundancy Certified Agreement 2004 (RRR Agreement), provided that where there is any inconsistency between the express terms of this Agreement and the RRR Agreement, the express terms of the RRR Agreement shall take precedence to the extent of any such inconsistency.

7.3 This Agreement shall be read in conjunction with the LHMU - Union Recognition & Job Security Agreement - Aboriginal and Ethnic Health Workers 2005 (the State Agreement). Except as provided in subclause 7.1, nothing in this Agreement is intended to affect the operation of any agreement or award that includes matters not specifically dealt with in this Agreement.

## **8. AIMS OF THE AGREEMENT**

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

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

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

(c) Ensuring services provided by Aboriginal Health Workers amounts to the best possible health care to Aboriginal people with resources available;

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

(e) The implementation of strategies that encourage greater employment of Health Workers in support of the objectives of health care as defined in the Western Australian Aboriginal Health Strategy;

(f) The appropriate recognition of remuneration and competency levels within a career structure;

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

(h) The commitment and involvement of the Union, the Health Service and Aboriginal Health Workers in achieving the objectives of this Agreement.

## **9. COMMITMENT TO BARGAINING**

Employees engaged to work in classifications covered under the Award or the Federal Agreement will not be employed under any form of individual contract or agreement made pursuant to the Workplace Relations Act 1996, or the Industrial Relations Act 1979, as amended or superseded from time to time.

## **10. PRODUCTIVITY**

10.1 The parties are committed to the proficient use of the H Care system or any alternative system preferred by the Health Service for recording occasions of service through:

- (a) Provision by Health Services of appropriate training/education courses;
- (b) Increased usage of the recording system for community health interventions;
- (c) Establishing accurate information regarding care provided by Health Workers to the community.

10.2 The parties are committed to the communication of service programs and priorities to Health Workers so that Health Workers have a better knowledge of agreed target outcomes for these areas.

10.3 The parties are committed to the development of a multi-disciplinary team approach to create more effective outcomes for Aboriginal people.

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

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

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

10.7 The processes set out in Clauses 10.5 and 10.6 above will be subject to consultation with the Union and Aboriginal Health Workers.

## **11. HOURS**

11.1 Subject to this clause, employees may accrue days off in accordance with Clause 10 of the Award. The inclusion of this clause shall not be taken of itself to imply that there are any grounds for diminishing employees' entitlements to accrued days off.

11.2 Accrued days off may be accumulated provided that, where an employee has accumulated 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 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.

11.3 Accrued days off can be taken at any time where agreed to by the Employer and employee.

## **12. SHIFT WORK**

Where, by agreement between the employer and a Health Worker, the Health Worker is employed within a hospital setting and is rostered to work shifts, the provisions of this clause will apply.

### **Afternoon/Night Shifts**

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

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

### **Weekend Work**

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

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

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

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

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

#### Annual Leave for Shift Workers

12.8 An employee whose ordinary hours of work regularly rotate afternoon and/or night shift with day shift as defined in this clause shall be granted an additional week's annual leave.

12.9 An employee who works afternoon and/or night shifts, which are not subject to regular rotation, shall 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.

12.10 An employee who has worked thirty-one weeks on non-rotating shifts shall be granted an additional weeks leave.

### **13. PERSONAL LEAVE**

#### 13.1 Introduction

(a) This clause replaces Clause 22 of the Award, provided that subclause 22.6.7 -Bereavement Leave of the Award is replaced by Clause 17 Bereavement Leave of this Agreement.

(b) 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.

(c) This clause does not apply to casuals.

#### 13.2 Transitional Arrangement

On commencement of the operation of this clause sick leave will cease to exist. All existing sick leave credits will be converted to cumulative personal leave and recorded in days or hours. Employees will receive an entitlement of two (2) days non-cumulative personal leave. An employee's current sick leave anniversary date will be maintained for the purposes of the personal leave entitlement.

#### 13.3 Entitlement

(a) The Employer shall credit each permanent employee with the following personal leave credits:

	Personal Leave	Personal leave
	Cumulative	Non-cumulative
On the day of initial appointment	6.5 days	2 days
On completion of 6 months continuous service	6.5 days	
On the completion of 12 months continuous service	13 days	2 days
On the completion of each further period of 12 months continuous service	13 days	2 days

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

(c) In the year of accrual the 15 days personal leave entitlement may be accessed in accordance with the provisions of this clause. On completion of each year unused personal leave up to a maximum of 13 days will be cumulative. Unused non-cumulative leave will be lost on completion of each anniversary year.

(d) Notwithstanding the provisions of this clause, in accordance with the Minimum Conditions of Employment Act 1993, an employee must ensure a minimum of ten (10) days per anniversary year has been, or is available to be, utilised for the purpose of sick leave to cover absences from work for illness or injury. Five (5) days of this preserved entitlement may be utilised for the purposes of carers leave.

(e) An employee employed on a fixed term contract for a period of twelve (12) 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 (12) months shall be credited on a pro rata basis for the period of the contract.

(f) 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.

(g) 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 clauses 13.5 (c) and (d).

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

(i) If an employee has exhausted all accrued personal leave the Employer may allow the employee who has at least twelve (12) months service to anticipate up to five (5) days 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.

(j) 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.

(k) Personal leave may be taken on an hourly basis.

(l) Personal leave will be paid at the ordinary rate of pay provided that, when personal leave is taken for the purposes of:

illness or injury (sick leave); or

caring for an immediate family or household member who is sick and requires the employee's care and support (carers leave);

the rate of pay shall include the shift and weekend penalties that they would have received had they not proceeded on personal leave.

#### 13.4 Application for Personal Leave

(a) Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to clause 13.3 the Employer may grant personal leave in the following circumstances:

(i) where the employee is ill or injured;

(ii) to care for members of his or her family or household who are ill or injured and in need of immediate care and attention;

(iii) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention; and

(iv) by prior approval of the Employer having regard for agency requirements and the needs of the employee, planned matters where arrangements can not be organised outside of normal working hours or be accommodated by the utilisation of flexitime credits by employees working according to approved flexible working hours arrangements or other leave. Planned personal leave will not be approved for regular ongoing situations.

(b) Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.

(c) 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.

(d) Where practicable, the employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

### 13.5 Evidence

(a) An application for personal leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.

(b) 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.

(c) 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.

(d) 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.

(e) Unused personal leave will not be cashed out or paid out when an employee ceases their employment.

### 13.6 Workers' Compensation

Where an employee suffers a disability within the meaning of Section 5 of the Workers' Compensation and Rehabilitation 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 Rehabilitation Act 1981 where the claim for workers' compensation is decided in favour of the employee, personal leave credit is to be reinstated.

## **14. PARENTAL LEAVE**

### 14.1 Definitions

For the purpose of this clause:

(a) "Child" means a child of the employee under the age of one year except for adoption of a child where "child" means a person under the age of five years of

age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the partner of the employee or child who has previously lived continuously with the employee for a period of six months or more.

(b) "Employee" includes full time, part time, permanent and a fixed term contract employee up until the end of their contract period but does not include an employee engaged upon casual work.

#### 14.2 Basic entitlement

(a) Employees are entitled to 52 weeks parental leave in relation to the birth or adoption of their child.

(b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

(i) an unbroken period of one week at the time of the birth of the child:

(ii) an unbroken period of up to three weeks at the time of adoption / placement of the child; or

(iii) where the Employer agrees.

(c) In order to demonstrate to the Employer that, subject to paragraph (b), only one parent will be off on parental leave at a time an employee shall, when applying for parental leave, provide the Employer with a statutory declaration stating particulars of any period of parental leave sought or taken by his or her partner.

(d) Except as provided by clause 14.15, parental leave is unpaid.

#### 14.3 Birth of a child

(a) A pregnant employee will provide to the Employer at least ten weeks in advance of the expected date of birth:

(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of birth; and

(ii) written notification of the date on which she proposes to commence parental leave, and the period of leave to be taken.

(b) Subject to subclause 14.3(c) and unless agreed otherwise between Employer and employee, a pregnant employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

(c) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an Employer may require the

employee to provide a medical certificate stating that she is fit to work on her normal duties.

(d) Where the pregnancy of an employee terminates after 27 weeks and the employee has not commenced parental leave, the employee may take unpaid leave (to be known as special parental leave) for such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the delivery, an employee shall be entitled to access paid sick leave to which she is entitled, in lieu of, or in addition to, special parental leave.

(e) Where leave is granted under subclause 14.3(d), during the period of leave an employee may return to work at any time, as agreed between the Employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

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

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

#### 14.4 Adoption of a child

(a) The employee will notify the Employer at least ten weeks in advance of the date of commencement of parental leave and the period of leave to be taken. An employee may commence parental leave prior to providing such notice where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

(b) The Employer may require an employee to provide confirmation from the appropriate government authority of the placement.

(c) The Employer shall grant an employee who is seeking to adopt a child such unpaid leave as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the Employer may require the employee to take such leave in lieu of unpaid leave.

(d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from the date of notification for the employee's return to work.

#### 14.5 Partner leave

An employee will provide to the Employer, at least ten weeks prior to each proposed period of parental leave:

(a) (i) for the birth of a child, a certificate from a registered medical practitioner which names the employee's partner, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; or

(ii) for the adoption / placement of a child the Employer may require an employee to provide confirmation from the appropriate government authority of the placement, and

(b) Written notification of the date on which he/she proposes to start and finish the period of parental leave.

#### 14.6 Variation of notice period

Notwithstanding the requirement to give at least 10 weeks notice of the date of commencement of parental leave, such notice may be for a greater or lesser period, where it is necessary to vary the date of commencement of parental leave due to a variation in the actual date of arrival of the child. Such variation does not count as a variation for the purposes of clause 14.7 of this clause.

#### 14.7 Variation of period of parental leave

Unless agreed otherwise between the Employer and employee, an employee may apply to their Employer to change the period of parental leave on one occasion. Any such change shall be notified at least four weeks prior to the commencement of the changed arrangements.

#### 14.8 Parental leave and other entitlements

(a) An employee may, in lieu of or in conjunction with parental leave, access other paid leave entitlements which the employee has accrued, such as annual leave, long service leave, and TOIL or other time off entitlements accrued under flexible working arrangements, subject to the total amount of leave not exceeding 52 weeks.

(b) Subject to all other leave entitlements being exhausted, an employee shall be entitled to apply for leave without pay following parental leave by up to 2 years. The Employer's approval is required for such an extension.

#### 14.9 Transfer to a safe job

(a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of parental leave.

(b) If the transfer to a safe job is not practicable, the employee may elect, or the Employer may require the employee, to commence parental leave.

#### 14.10 Entitlement to Part-Time employment

(a) Where:

(i) an employee is pregnant, and has a doctors certificate advising that it would be preferable on clinical grounds for the employee to work part-time; or

(ii) an employee is eligible for parental leave, and the Employer agrees; the employee may enter into an agreement, the terms of which are to be in writing, to work part-time in one or more periods at any time up to the child's third birthday or until the third anniversary of the placement of the child.

(b) The work to be performed part-time need not be the work performed by the employee in his or her former position.

#### 14.11 Returning to work after a period of parental leave or part time work.

(a) An employee will notify of their intention to return to work after a period of parental leave or part-time work entered into in accordance with this clause at least four weeks prior to the expiration of the leave or part-time work.

(b) An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 14.9, the employee will be entitled to return to the position they held immediately before such transfer. An employee who entered into part-time work in accordance with clause 14.10 will be entitled to return to his or her former position.

(c) When such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### 14.12 Replacement employees

(a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

(b) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### 14.13 Continuity of Service

Notwithstanding any award, agreement or other provision to the contrary:

(a) Absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the Award or this Agreement.

(b) Commencement of part-time employment in accordance with this clause, and return from part time to full time work under this clause, shall not break the continuity of service or employment.

#### 14.14 Casual employment during parental leave.

(a) Notwithstanding any other provision of this clause, an employee may be employed on a casual basis during a period of parental leave, provided that any period of such service shall not count as service for the purposes of any other provision of this Agreement or of the Award, and shall not break the continuity of employment of such an employee nor change the employees employment status in regard to their substantive employment.

(b) An employee shall not be engaged by the Employer as a casual employee whilst the employee is on a period of paid parental leave, or a period of accrued annual or long service leave taken concurrently with a period of unpaid parental leave.

(c) An employee engaged for casual work pursuant to this subclause shall be employed at a level commensurate to the level of the available casual position.

#### 14.15 Paid parental leave will be granted to employees subject to the following:

(a) An employee who is the primary care giver, and who has completed 12 months continuous service with the Employer or any Commonwealth, State or Territory public sector body or authority, will be entitled to six consecutive weeks paid parental leave from the anticipated birth date or for the purposes of adoption from the date of placement of the child, or from a later date nominated by the primary care giver, provided that for parental leave commencing on or after 1 January 2005 this entitlement will increase to seven (7) weeks paid parental leave and for parental leave commencing on or after 1 January 2006 it will increase to eight (8) weeks paid parental leave.

#### (b) Definitions

For the purposes of this subclause:

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

(1) any period of leave taken in accordance with this clause;

(2) any period of part time employment worked in accordance with the Award or this Agreement; and

(3) any period of leave or absence authorised by the Employer, the Award or this Agreement.

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

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

(e) Paid parental leave taken in accordance with paragraph 14.15(a) will form part of the 52 weeks parental leave entitlement provided by this clause.

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

(ii) notwithstanding paragraph 14.15(a), parental leave may be paid either before or after any other paid leave taken during a period of parental leave

(g) Absence on paid parental leave counts as service for the purpose of accruing entitlements to sick leave, annual leave or long service leave.

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

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

(j) Subject to the provisions of this subclause, all other provisions of this clause apply to employees on paid parental leave.

(k) The parties agree to meet to discuss the implications for this Agreement should the Federal Government introduce a universal paid parental leave scheme.

#### 14.16 Replacement

This clause replaces Clause 23 - Parental Leave of the Health Workers Community and Child Health Services Award 2000.

### **15. DONOR LEAVE**

#### 15.1 Blood or Plasma Donation

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

#### 15.2 Organ or Tissue Donation

(a) Subject to the production of appropriate evidence, an employee shall be entitled to up to six 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.

## **16. CULTURAL LEAVE**

16.1 Employees are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between the employer and an employee and sufficient leave credits being available.

16.2 Such leave shall include leave to meet an employee's customs, traditional law and to participate in cultural and ceremonial activities. This will include recognition of cultural and family requirements in the event of the death of a family member where not sufficiently provided for under Clause 17 -Bereavement Leave.

16.3 Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:

16.3.1 the employee's annual leave entitlements; or

16.3.2 accrued days off.

16.4 Time off without pay may be granted by arrangement between the employer and an employee for cultural/ceremonial purposes.

16.5 The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.

16.6 Cultural/ceremonial leave shall be available to all employees.

## **17. BEREAVEMENT LEAVE**

17.1 A Health Worker may, on the death of a relative or client, be entitled to two days paid leave, including the day of the funeral of such a relation. Up to 3 days further paid leave or unpaid leave may be made available to the Health Worker at the discretion of the Health Service General Manager where this is necessary for the Health Worker to meet their cultural obligations. An employee who has to travel interstate for a funeral shall be granted three days leave, additional to the initial two days.

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

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

## **18. REMOTE AREA CONDITIONS**

## Definition of Remote Area

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

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

Burringurrah  
Coondana  
Gibb River Mobile  
Kalumbaru  
Loombadine  
Looma  
Nookanbah  
One Arm Point  
Oombulgurri  
Tjuntjunjarra  
Wangkatjunka  
Warmun  
Yandeyarra

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

## Availability Allowance

18.4 Remote Area Health Workers shall be paid 6.34% of the hourly wage of a Level 2 Year 6 Health Worker, per hour, as an availability allowance outside ordinary or overtime hours actually worked:

- (a) Where there is only one Health Worker at the health care site;
- (b) Where there is more than one Health Worker at the health care site then the Worker available to work shall receive the allowance; or
- (c) Where health service provision requires that two or more Health Workers be available and such is directed by the employer, each Health Worker available to work will receive the availability allowance.

## Respite Leave

18.5 Respite Leave is designed to compensate the Remote Area Health Workers for long periods of being continuously available and shall be used as recreation

leave only. A Remote Area Health Worker shall not be required to use Respite Leave for staff development purposes.

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

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

18.8 The provisions of Clause 26—Travelling, Transfer and Relieving Allowance do not apply to travel undertaken as part of Respite Leave.

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

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

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

## **19. STAFF DEVELOPMENT**

### Education/Training

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

### Training

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

- (a) Induction/Orientation into the Health Service.
- (b) Information Technology where access to Information Technology is available at the worksite.
- (c) Grievance/dispute resolution.
- (d) Occupational Safety and Health.

19.3 Leave under this Clause may encompass education/training in a number of areas including diet and nutrition; ear conditions and hearing; maternal and child health; aged care; dental care; diabetes; substance abuse/addiction; mental health; disabled care; renal dialysis; child care; men's health; women's

health; sexual health and sexually transmitted diseases; mental health; counselling; youth issues; cultural security; cross cultural training; financial management; program and funding guidelines; health planning; health management and administration; health records and reporting.

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

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

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

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

## **20. ANNUAL LEAVE LOADING**

20.1 A loading equivalent to 17.5% of normal salary is payable to Health Workers proceeding on annual leave, including accumulated annual leave. The loading is paid on a maximum of four weeks annual leave or five weeks in the case of shift workers who are granted an additional weeks penalty leave.

20.2 The loading is calculated on a rate of the normal fortnightly salary including any allowances, which are paid as a regular fortnightly or annual amount. Any allowance paid to an officer for undertaking additional or higher level duties is only included if the allowance is payable during that period of normal annual leave.

20.3 The maximum loading payable for each week of leave shall not exceed one quarter of the amount set out in the Australian Bureau of Statistics publication 'average weekly earnings per male employed unif in Western Australia for the September quarter immediately preceding the date the leave became due, provided that the limitation will not affect an employee's entitlement to any payments by way of shift or weekend penalties under this subclause.

20.4 The leave loading prescribed by this subclause will not apply on termination to annual leave accrued since an employees last anniversary date.

## **21. EMERGENCY SERVICE LEAVE**

21.1 Subject to operational requirements, paid leave of absence shall be granted by the employer to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigade or Volunteer Marine Rescue Service, in order to allow for attendances at emergencies as declared by the recognised authority.

21.2 The employer shall be advised as soon as possible by the employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.

21.3 The employee must complete a leave of absence form immediately upon return to work.

21.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.

21.5 An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses 21.2, 21.3 and 21.4 of this clause.

## **22. LEAVE FOR TRAINING WITH DEFENCE FORCE RESERVES**

22.1 The Employer must grant leave of absence for the purpose of defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.

22.2 Leave of absence may be paid or unpaid in accordance with the provisions of this clause.

22.3 Application for leave of absence for defence service shall, in all cases, be accompanied by evidence that the request for leave relates to reserve service or training. At the expiration of the leave of absence granted, the employee shall provide a certificate of attendance to the Employer.

### 22.4 Paid leave

(a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for the purpose of attending a training camp, school, class or course of instruction, subject to the conditions set out hereunder.

(b) Part-time employees shall receive the same paid leave entitlement as full time employees but payment shall only be made for those hours that would normally have been worked but for the leave.

(c) On written application, an employee shall be paid salary in advance when proceeding on such leave.

(d) Casual employees are not entitled to paid leave for the purpose of defence service.

### 22.5 Attendance at a Camp for Annual Continuous Obligatory Training

(a) An employee is entitled to paid leave for a period not exceeding ten 76 hours on full pay in any period of twelve months commencing on 1 July in each year.

(b) If the Officer in-Charge of a military unit certifies that it is essential for an employee to be at the camp in an advance or rear party, a maximum of 30.4 extra hours leave on full pay shall be granted in the twelve-month period.

#### 22.6 Attendance at One Special School, Class or Course of Instruction

(a) In addition to the paid leave granted under subclause 22.5, an employee is entitled to a period not exceeding 16 calendar days in any period of twelve months commencing on July 1 in each year, provided the Employer is satisfied that the leave required is for a special purpose and not for a further routine camp.

(b) In this circumstance, an employee may elect to utilise annual leave credits. However, if the leave is not taken from annual leave, salary during the period shall be at the rate of the difference between the normal remuneration of the employee and the defence force payments to which the employee is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and special rostered days off is to be excluded and no account is to be taken of the value of any board or lodging provided for the employee.

#### 22.7 Unpaid leave

(a) Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in subclauses 22.5 and 22.6 shall be unpaid.

(b) Casual employees are entitled to unpaid leave for the purpose of defence service.

#### 22.8 Use of other leave

(a) An employee may elect to use annual or long service leave credits for some or all of their absence on defence service, in which case they will be treated in all respects as if on normal paid leave.

(b) The Employer cannot compel an employee to use annual leave or long service leave for the purpose of defence service.

### **23. LEAVE OPTIONS**

23.1 Notwithstanding the terms specified elsewhere in this Agreement or in the Health Workers Community and Child Health Services Award 2000, the leave options specified in this Clause are available to employees.

23.2 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.

(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 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 dependant 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 subclause does so in blocks of 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 employer is otherwise notified in writing.

(c) For the purposes of this Subclause 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 shall be calculated as a fortnightly amount and their fortnightly salary shall be decreased by that amount for the duration of the arrangement.

(e) All leave taken during the course of the arrangement shall be paid at the reduced rate.

(f) The additional leave shall continue to accrue while the employee is on leave during the course of the arrangement.

(g) The reduced salary shall be used for all purposes during the course of the arrangement

(h) The additional leave shall not attract leave loading.

#### Deferred Salary Scheme for 12 Month's Leave

23.3 (a) By written agreement between the employer and the employee an employee may enter into a deferred salary scheme over a five year period in which the employee works for 4 years and takes the fifth year as leave.

(b) An employee may be paid 80% of ordinary salary over a four year period with the unpaid component accrued over the four years and paid out in equal fortnightly instalments during the fifth year.

(c) The fifth year will be treated as continuous service but will not count as service for the purpose of accrual of leave entitlements.

(d) Access to the leave when it falls due shall not be unreasonably refused by the employer, but in any case the leave may only be deferred by agreement.

(e) When deciding whether to support a particular request for this arrangement, the employer will take into account factors such as operation requirements. 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 arrangements may need to be staggered.

(f) (i) by agreement, in writing, the four year accrual period may be suspended. The employee will revert back to 100% of salary or accesses leave without pay, provided such non participatory period shall not exceed 6 months unless an entitlement to longer periods of unpaid leave are otherwise prescribed by this Agreement (eg. Parental Leave)

(ii) the commencement of the leave year shall be delayed by the length of the non-participatory period.

(g) 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 accrual credit.

(h) Payment of the lump sum may be deferred for a period up to 3 months provided that where the employment contract has terminated, the payment shall be paid in his/her final payment.

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

(j) It is the responsibility of the employee to investigate the impact of the arrangement on his/her allowances, superannuation and taxation.

(k) This clause shall operate in accordance with the relevant policy.

## 24. WAGES

24.1 The weekly rates of pay shall be as follows:

	Current Rate	1 July 2004	1 July 2005	1 July 2006
		\$28.60 per week	\$28.60 per week	\$28.60 per week
Level 1 Aboriginal Health Worker				
	\$	\$	\$	\$
1st year of employment	568.54	597.14	625.74	654.34
2nd year of employment	581.86	610.46	639.06	667.66
3rd year of employment	597.62	626.22	654.82	683.42



Level 2 Qualified Aboriginal Health Worker

1st year of employment	613.45	642.05	670.65	699.25
2nd year of employment	625.45	654.05	682.65	711.25
3rd year of employment	637.44	666.04	694.64	723.24
4th year of employment	649.33	677.93	706.53	735.13
5th year of employment	660.87	689.47	718.07	746.67
6th year of employment	667.24	695.84	724.44	753.04

Level 3 Senior Aboriginal Health Worker

1st year of employment	703.09	731.69	760.29	788.89
2nd year of employment	737.93	766.23	795.13	823.73
3rd year of employment	766.47	795.07	823.67	852.27

Level 4 Manager of Aboriginal Health Worker

1st year of employment	814.57	843.17	871.77	900.37
2nd year of employment	850.60	879.20	907.80	936.40
3rd year of employment	886.55	915.15	943.75	972.35
4th year of employment	932.22	960.82	989.42	1018.02

Level 5 State Co-ordinator Aboriginal Health Worker

1st year of employment	944.21	972.81	1001.41	1030.01
2nd year of employment	980.28	1008.88	1037.48	1066.08
3rd year of employment	1016.31	1044.91	1073.51	1102.11
4th year of employment	1064.37	1092.97	1121.57	1150.17

Level 1 Ethnic Health Worker

1st year of employment	568.54	597.14	625.74	654.34
2nd year of employment	581.86	610.46	639.06	667.66
3rd year of employment	597.62	626.22	654.82	683.42
4th year of employment	612.35	640.95	669.55	698.15

Level 2 Ethnic Health Worker

1st year of employment And thereafter	634.54	663.14	691.74	720.34
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24.2 If, after the nominal expiry date, this Agreement continues in force pursuant to section 170LX of the Workplace Relations Act 1996, the weekly wage rates of all employees shall increase at the same time and in the same amounts as provided to employees on the minimum award wage by subsequent Australian Industrial Relations Commission Safety Net Reviews. Any wage increases arising

from the operation of this Clause shall be taken into account when determining wage increases in any replacement Agreement.

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

#### Definitions

24.4 For the purpose of this Agreement, Level 1 - "Aboriginal Health Worker" means an Aboriginal Health Worker who does not hold an Advanced Certificate in Aboriginal Health Work or has not gone through a recognition of prior learning process when employed. Once this qualification has been achieved, the employee can progress to level 2.

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

24.6 For the purpose of this Agreement, Level 3-Senior Aboriginal Health Worker' means an Aboriginal Health Worker who, in addition to any of the duties performed by a Level 2:

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

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

24.7 For the purpose of this Agreement, 'Level 3-Sole Remote Area Health Worker' means an Aboriginal Health Worker who, in addition to the duties performed by a Level 2:

(a) Is employed as the only Remote Area Health Worker (as defined in clause 16.4) in a Remote Area (as defined in clause 16.1 and 16.2)

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

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

24.8 Where the definitions of clauses 24.5 and 24.6 do not apply to a Remote Area Health Worker, for the purpose of this Agreement, a Remote Area Health Worker who, in addition to the duties performed by a Level 2:

(a) Is employed as the only Remote Area Health Worker (as defined in clause 16.4) in a Remote Area (as defined in clauses 16.1 and 16.2), and

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

(c) Shall be eligible to be paid an allowance to Level 3.1.

24.9 For the purpose of this Agreement, 'Level 4 - Manager, Aboriginal Health Work' means an Aboriginal Health Worker who:

(a) Ensures culturally appropriate, effective and efficient management of human, financial and physical resources associated with the delivery of health services to Aboriginal communities:

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

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

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

#### Reclassification

24.10 Health Workers who are employed by a hospital/health service can apply for a reclassification of their position in accordance with the above definitions and using the Reclassification Request Form. Copies of the Reclassification Request Form are available from the local Human Resource Services on request.

24.11 Reclassification Request Forms are to be submitted to the Health Service General Manager for assessment using the Health Services established classification processes.

24.12 If the Employer agrees with the claim, the Health Worker is reclassified in line with the above definitions.

24.13 If the Employer does not accept the claim the Health Worker can either:

Accept the decision of the Employer in which case the process is complete; or

Refer the application to a Review Committee made up of an independent chair, a representative nominated by the Union, and a representative nominated by the Employer.

24.14 Where an application is referred to the Review Committee, the Health Worker may request the Union to advocate on their behalf at the Review Committee.

24.15 It is the responsibility of the Employer to forward all information relating to the Health Worker's claim to the Review Committee and to the Union where requested by the Health Worker.

24.16 After consideration of the claim, the Review Committee will notify the Health Worker and the Employer of its decision, in writing, within 5 working days of the hearing. The decision of the Review Committee shall be final.

24.17 Should an application for reclassification be successful, it shall be effective from the date the completed Reclassification Request Form is submitted to the Health Service General Manager for assessment.

24.18 Where an application for reclassification is unsuccessful, the Health Worker may not apply for reclassification again until 12 months has elapsed from the date the previous claim was submitted to the Health Service General Manager for assessment.

**25. LANGUAGE ALLOWANCE**

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

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

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

25.4 The language allowance shall be a weekly amount as follows, provided that part time employees will be entitled to the allowance on a pro rata basis:

Current Rate Equivalent	1 July 2004 3.4%	1 July 2005 3.5%	1 July 2006 3.3%
\$20.14	\$20.82	\$21.55	\$22.26

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

## **26. TRAVELLING, TRANSFER AND RELIEVING ALLOWANCES**

### Travel

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

#### Trips Necessitating an Overnight Stay

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

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

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

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

Departure from usual place of work	before 8am	100%
	8am to 12.59 PM	90%
	1 pm to 5.59pm	75%
	After 6 PM	50%
Arrival at usual place of work	8am to 12.59pm	10%
	1pm to 5.59pm	25%
	6pm to 10.59pm	50%
	11pm onwards	100%

26.6 In addition to the above, a Health Worker shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of satisfactory receipts.

#### Trips not necessitating an overnight stay

26.7 Where a Health Worker travels to a place outside a radius of fifty (50) kilometres measured from their usual place of work and depart from their usual place of work before 8am and arrive back after 1 lpm on the same day, expenses

will be reimbursed in accordance with Column A, items (4) to (8) of Schedule A. Otherwise, the Health Worker will be reimbursed for meals only as prescribed in Column A, items (12) or (13) of Schedule A.

#### General Matters

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

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

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

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

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

#### Transfer

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

26.14 Where permanent accommodation is arranged or becomes available within the prescribed allowance period, the Health Worker will refund the pro rata amount of the allowance.

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

26.16 Where a Health Worker is unable to obtain reasonable accommodation within the prescribed period and the Health Service General Manager is satisfied that

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

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

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

#### Relieving

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

26.20 Where a Health Worker:

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

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

(c) Is fully responsible for accommodation, meals and incidental expenses and uses other than a hotel or motel, reimbursement will be in accordance with Column A, items (9), (10) or (11) of Schedule A.

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

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

(a) At the appropriate rate prescribed in Schedule B where the Health Worker is required to maintain a motor vehicle for the performance of the relief or special duties;

(b) At one half (1/2) the appropriate rate prescribed in Schedule B provided that the maximum amount reimbursed will not exceed the cost of public transport where this could be used.

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

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

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

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

## **27. CAMPING**

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

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

freely available water;

toilet, shower or bath and laundry facilities;

hot water system;

a kitchen, except in the case of a caravan equipped with its cooking and messing facilities;

an electricity or power supply, and

beds and mattresses except in the case of caravans containing sleeping accommodation

27.3 Caravans located in caravan parks or other locations where the above are not provided shall be deemed a camp of a permanent nature.



27.4 A Health Worker who is stationed in a camp of a permanent nature shall be paid the appropriate allowance prescribed by item (1) and item (2) of Schedule C for each day spent camping. This will include Saturdays and Sundays where the Health Worker is available for work immediately preceding and succeeding such days and no deduction shall be made when a Health Worker does not spend the whole or part of the weekend at the camp unless the Health Worker is reimbursed travelling allowance under Clause 26-Travelling, Transfer and Relieving Allowances.

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

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

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

27.8 Camping allowance shall not be payable for periods in excess of 91 consecutive days unless agreed by the Health Service General Manager. Periods during which a Health Worker is being reimbursed travel allowance under Clause 26 will be included for the purposes of determining the 91 days.

27.9 This clause shall be read in conjunction with Clause 26 - Travelling, Transfer and Relieving Allowance and the camping allowance shall not be paid for any period for which travelling, transfer or relieving allowances are paid.

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

27.11 Health Workers in receipt of the camping allowance shall not be entitled to receive the incidental allowance prescribed in Clause 26.

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

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

27.14 The amounts paid as the camping allowance under Schedule C of this Agreement shall be linked directly to the dollar amounts prescribed from time to time in Schedule C-Camping Allowance of the Public Service Award 1992.

## **28. INTRODUCTION OF CHANGE**

## Notification of Change

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

28.2 'Significant effects' include termination of employment through redundancy, major changes in the skills required, the elimination or the lessening of job opportunities or job tenure, the alteration of hours of work; the transfer of Health Workers to other work or work locations and restructuring of jobs.

Discussions between Employers and Health Workers regarding introduction of change

28.3 Discussion between the employer, affected Health Workers and the Union will commence as soon as possible after a firm decision has been made by the employer to make the changes referred to in subclause 28.2 above.

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

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

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

## **29. DISPUTE SETTLEMENT PROCEDURE**

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

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

29.3 If the dispute cannot be resolved at this level, the matter shall 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.

29.4 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.

29.5 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.

29.6 The period for resolving a dispute may be extended by agreement between the parties.

29.7 At all stages of the procedure the employee/s may be accompanied by a Union representative.

29.8 Notwithstanding the above the Union may raise matters directly with representatives of the Employer. In each case the Union and the Employer shall endeavour to reach agreement. If no agreement is reached either party may refer the dispute to the Commission for conciliation and/or arbitration.

29.9 The status quo (ie the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedures outlined above.

#### 29.10 Disciplinary Procedure

Where the Employer Representative seeks to discipline an employee, or terminate the employment of an employee, the following steps shall 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 shall take the form of warnings, and if given verbally, shall 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 shall, upon the giving of that third reprimand, be terminable in accordance with the Award.

The above procedure is meant to preserve the rights of the individual employee, but it shall not in any way limit the right of the Employer Representative to summarily dismiss an employee for misconduct.

### **30. IMPLEMENTATION COMMITTEE**

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

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

30.3 The Committee will be facilitated by the Coordinator, Aboriginal Health Work and have responsibility for monitoring the implementation of provisions within the agreement and the achievement of the aims of the agreement. The Committee will meet at least bi-annually to review these matters.

30.4 The Committee will be provided with copies of the annual reports of the progress of the Western Australian Aboriginal Health Strategy measures in respect of achieving health workforce reforms.

30.5 In addition the Committee will meet at the request of either party to consider any other matters directly related to this agreement. Where agreement can not be reached, the dispute settlement procedure set out in Clause 29 will be utilised.

### **31. NO FURTHER CLAIMS**

31.1 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.

### **32. NOT TO BE USED AS PRECEDENT**

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

### **33. SIGNATORIES TO THE AGREEMENT**

Dr Neale Fong  
A/Director General of Health

Date

Dave Kelly  
Secretary  
Liquor, Hospital and Miscellaneous Union

Date

### **SCHEDULE A - TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE**

ITEM	PARTICULARS	COLUMN A DAILY RATE	COLUMNS DAILY RATE  OFFICERS WITH DEPENDANTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 26.20(b)) TRANSFER	COLUMN C DAILY RATE  OFFICERS WITHOUT DEPENDANTS: RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (CLAUSE 26.20(b))
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ALLOWANCE FOR  
 PERIOD IN  
 EXCESS  
 OF PRESCRIBED  
 PERIOD (CLAUSE  
 26.16)

ALLOWANCE TO MEET  
 INCIDENTAL EXPENSES

	\$	\$	\$
(1) W.A. - South of 26 South Latitude	10.75		
(2) W.A. - North of 26o South Latitude	13.65		
(3) Interstate	13.65		

ACCOMMODATION INVOLVING  
 AN OVERNIGHT STAY IN A  
 HOTEL OR MOTEL

(4) W.A. - Metropolitan Hotel or Motel	179.00	89.50	59.65
(5) Locality South of 26o South Latitude	154.25	77.15	51.40
(6) Locality North of 26o South Latitude:			
Broome	237.10	118.55	79.05
Carnarvon	204.20	102.10	68.05
Dampier	183.45	91.70	61.15
Derby	179.65	89.80	59.90
Exmouth	194.40	97.20	64.80
Fitzroy	286.15	143.05	95.40
Crossing Gascoyne Junction	127.15	63.55	42.40
Halls Creek	237.65	118.80	79.20
Karratha	297.35	148.65	99.10
Kununurra	244.45	122.25	81.50
Marble Bar	177.65	88.80	59.20
Newman	249.90	124.95	83.30
Nullagine	150.20	75.10	50.05

Onslow	178.75	89.40	59.60
Pannawomca	183.15	91.55	61.05
Paraburdoo	235.65	117.80	78.55
Pannawonica	183.15	91.55	61.05
Port Hedland	214.65	107.30	71.55
Roebourne	127.40	63.70	42.45
Sandfire	174.65	87.30	58.20
Shark Bay	131.95	65.95	44.0
Tom Price	210.65	105.30	70.20
Turkey Creek	141.65	70.80	47.20
Wickham	167.75	83.90	55.90
Wyndham	152.15	76.05	50.70

(7)

Interstate-  
Capital City

Sydney	220.45	110.25	73.50
Melbourne	226.45	113.25	75.50
Other Capitals	185.00	92.50	61.60

(8)

Interstate-  
Other  
than Capital  
City

154.25	77.15	51.40
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ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL

(9)

W.A. - South  
of  
26o South 73.10  
Latitude

(10)

W.A. - North  
of  
26o South 85.25  
Latitude

an

Interstate 85.25

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

(12) W.A. - South of 26o South Latitude:

Breakfast	13.30
Lunch	13.30
Dinner	35.80

(13) W.A. - North of 26o South Latitude:

Breakfast	14.50
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Lunch	23.75
Dinner	33.40

(14) INTERSTATE

Breakfast	14.50
Lunch	23.75
Dinner	33.40

DEDUCTION FOR NORMAL LIVING EXPENSES (CLAUSE 26.18)

(15) Each Adult	21.40
(16) Each Child	3.65

MIDDAY MEAL (CLAUSE 26.11)

(17) Rate per meal	5.20
(18) Maximum reimbursement per pay period	26.00

**SCHEDULE B - MOTOR VEHICLE ALLOWANCE**

AREA AND DETAILS

ENGINE DISPLACEMENT  
(IN CUBIC CENTIMETRES)

RATE PER KILOMETRE	OVER	OVER	1600cc & UNDER
	2600cc	1600cc 2600cc	
Metropolitan Area	69.0	58.9	48.9
South West Land Division	71.5	61.1	51.0
North of 23.5o South Latitude	78.7	67.3	56.4
Rest of the State	73.7	62.9	52.4

**SCHEDULE C - CAMPING ALLOWANCE**

South of 26o South Latitude

ITEM	RATE PER DAY
	\$
1. Permanent Camp - Cook provided by the Department	31.45
2. Permanent Camp - No cook provided by the Department	41.95
3. Other Camping - Cook provided by the Department	52.45

4. Other Camping - No cook provided 62.90

North 26o South Latitude

ITEM		RATE PER DAY
		\$
1.	Permanent Camp - Cook provided by the Department	37.55
2.	Permanent Camp - No cook provided by the Department	48.00
3.	Other Camping - Cook provided by the Department	58.50
4.	Other Camping - No cook provided	69.00

**APPENDIX ONE - AGREEMENTS REPLACED BY THIS AGREEMENT**

This Agreement supersedes and replaces the following agreements in their entirety:

- Albany Health Service Aboriginal and Ethnic Health Workers Agreement 2001
- Avon Health Service Aboriginal and Ethnic Health Workers Agreement 2001
- Central Great Southern Health Service Aboriginal and Ethnic Health Workers Agreement 2001
- Collie Health Service Aboriginal and Ethnic Health Workers Agreement 2001
- Dundas Health Service Aboriginal and Ethnic Health Workers' Agreement 2001
- East Pilbara Health Service Aboriginal and Ethnic Health Workers Agreement 2001
- Esperance Health Service Aboriginal and Ethnic Health Workers' Agreement 2001
- Gascoyne Health Service Aboriginal and Ethnic Health Workers Agreement 2001
- Geraldton Health Service Aboriginal and Ethnic Health Workers Agreement 2001
- Kalgoorlie - Boulder Health Service Aboriginal and Ethnic Health Workers' Agreement 2001
- Kimberley Health Service Aboriginal and Ethnic Health Workers Agreement 2001
- Laverton and Leonora Health Service Aboriginal and Ethnic Health Workers Agreement 2001
- Lower Great Southern Health Service Aboriginal and Ethnic Health Workers' Agreement 2001
- Metropolitan Health Service Aboriginal and Ethnic Health Workers Agreement 2001
- Mullewa Health Service Aboriginal and Ethnic Health Workers' Agreement 2001
- Murchison Health Service Aboriginal and Ethnic Health Workers Agreement 2001
- Narambeen Health Service Aboriginal and Ethnic Health Workers Agreement 2001
- Peel Health Service Aboriginal and Ethnic Health Workers Agreement 2001
- Upper Great Southern Health Service Aboriginal and Ethnic Health Workers Agreement 2001
- West Pilbara Health Service Aboriginal and Ethnic Health Workers Agreement 2001
- Western Health Service Aboriginal and Ethnic Health Workers Agreement 2001