

WA HEALTH ENGINEERING AND BUILDING SERVICES INDUSTRIAL AGREEMENT 2007

*Implementation Guidelines
And
Explanatory Notes*

21 June 2007

INTRODUCTION

This document provides assistance in implementing the WA Health Engineering and Building Services Industrial Agreement 2007 (the Agreement).

A copy of the Agreement can be accessed at www.health.wa.gov.au/awardsandagreements.

These implementation guidelines and explanatory notes should be read in conjunction with the Agreement, it is not intended to be a stand alone document.

The Agreement has incorporated all relevant conditions from the WA Government Health Services Engineering and Building Services Award 2004. All conditions are now contained in the Agreement without need to refer to the Award, providing a document that is easier to read and comprehend.

EXPLANATORY NOTES

WA Health Engineering and Building Service Industrial Agreement 2007

Clause 1. – Title

This clause specifies the title of the Agreement as the WA Health Engineering and Building Services Industrial Agreement 2007, which replaces the WA Government Health Services Engineering and Building Services Enterprise Agreement 2004.

Clause 3. – Definitions

Comprehensive definitions have been included to clarify terminology used in the Agreement.

Clause 4. – Application and Parties Bound

This clause identifies the parties bound by the Agreement and the employees to whom the Agreement applies.

Clause 5. – Term of Agreement

The Agreement is effective from its date of registration.

The Western Australian Industrial Relations Commission 'registered' the Agreement on 21 June 2007 and the Agreement expires on 31 December 2009.

The parties agree to commence negotiations for a replacement agreement at least six months prior to the expiry of the Agreement.

Clause 6. – No Extra Claims

The parties agree that there will be no extra claims for salary increases or for matters contained in the Agreement for the term of the Agreement, except where specifically provided for.

Clause 7. – Relationship with Awards and Agreements

This clause specifies that the Agreement cancels and replaces the WA Government Health Services Engineering and Building Services Enterprise Agreement 2004.

The Agreement is comprehensive and applies to the exclusion of the WA Government Health Services Engineering and Building Services Award 2004. In this respect, the Agreement prescribes all conditions of employment, other than those prescribed by policy.

Clause 16. – Underpayments

The provisions of this clause place a responsibility on the employer to act quickly to rectify employee underpayments as soon as practicable. It relates specifically to the underpayment of salary.

Clause 25. – Special Rates and Provisions

This clause provides that the rate of salary specified in Schedule B of the Agreement includes tool allowance, industry allowance, and hospital environment allowance.

The Nominee allowance has been increased to \$20.00.

Clause 26. – Annual Leave

Purchased Leave 44/52 Salary Arrangement

The clause provides for the purchase of an additional 4 weeks leave per annum up to a total of 8 weeks and a reduced salary spread over the 52 weeks of the year by agreement between the employer and employee. The purchased leave must be taken in the calendar year in which it is purchased. Purchased leave not cleared in the accrual year that it is purchased will be paid out.

Access to purchased leave is subject to the employee having satisfied the employer's accrued leave management policy.

Accrued annual leave must be cleared prior to the clearance of any purchased leave.

Employers will assess each application on its merits and give consideration to the personal circumstances of the employee seeking purchased leave.

Where employees apply for purchased leave the employer is to give priority access to those employees with carer responsibilities.

Double the leave on half pay

Access to annual leave on half pay is subject to operational requirements, and is by agreement between the employer and the employee.

Less leave, more pay

An employee may choose to forfeit 1 or 2 weeks leave per 12 months, provided that the employee has a minimum of 4 weeks of annual leave and/or long service leave available to be taken in that year.

Clause 29. – Personal Leave

The introduction of personal leave is intended to consolidate a number of forms of leave and give employees and employers greater flexibility by providing paid leave for a variety of personal purposes.

Personal Leave replaces sick leave, carers leave and short leave.

Personal leave is not for circumstances normally met by other forms of leave.

Entitlement

The annual entitlement is 114 hours (15 days) of which 98.8 hours (13 days) is cumulative and 15.2 hours (2 days) is non cumulative.

The employee's current sick leave anniversary date will be maintained for the purposes of the personal leave entitlement.

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

Transition

This clause operates from the date of registration of the Agreement. (21 June 2007)

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 hours.

Effective from the date of registration of the Agreement, an additional 3.8 hours will be added to cumulative personal leave. An additional 15.2 hours will be added to non-cumulative personal leave.

An employee's existing anniversary date **will not** change as a result of these transition arrangements.

Reasons for Taking Personal Leave

Personal leave may be accessed in accordance with the provisions of clause 29.24 of the Agreement for illness or injury, to be the primary care giver, unanticipated matters or, in defined circumstances, planned matters.

Minimum Conditions of Employment Act 1993 Requirements to be Met

In accordance with the Minimum Conditions of Employment Act 1993, in an anniversary year employees are entitled to utilise up to 76 hours for the purposes of carer's leave.

The unused hours of personal leave credited each anniversary year and unused hours accumulated from previous years may be utilised.

Application for Leave

Employees must complete the necessary application and clearly identify which of the relevant circumstances in Agreement subclause 29.24 and 29.25 apply to their personal leave request. Leave forms are required to reflect the reason for the leave.

Each application for personal leave should be considered on its own merits. The form of evidence to satisfy a reasonable person of the entitlement will depend upon the circumstances. For example, a medical certificate from a registered medical practitioner, or alternatively written advice from a health professional such as a physiotherapist or dentist may be sufficient. For example, a dentist may only provide written advice relating to the absence from the workplace related to a dental condition and not another type of medical condition. A medical certificate may not necessarily be required if the employer is satisfied that the employee was ill or injured.

In general, supporting evidence is not required for single or two consecutive day absences. In addition, the previous requirement for a medical certificate after an aggregate of 5 days sick leave in a credit year generally no longer applies. However, where the employer has good reason to believe that the absence may not be reasonable or legitimate, the employer may request evidence be provided. The employer must provide the employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.

Supporting evidence provided to the employer must be retained as a matter of record.

An application for personal leave exceeding 2 consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.

Personal Leave on Half Pay and Without Pay

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 or injury. Employees have responsibility to clarify the financial implications of such an action on their personal circumstances.

Employees who have exhausted all personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and produce medical evidence to the satisfaction of the employer.

Employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in subclause 29.24(b), (c) or (d) of the Agreement cannot access personal leave without pay. However, other forms of leave including leave without pay may be available.

Effect on Grants of Leave on Personal Leave Entitlements.

Personal Leave Without Pay may impact leave entitlements as outlined in Administrative Instruction 610 – *Effect on Grants of Leave and Period of Suspension on Salary and Leave Entitlements*.

Travelling Time for Regional Employees

Eligible regional employees have an entitlement to be paid for travelling time up to 38 hours per twelve month period to attend a medical facility where the travel occurs during their ordinary working hours, and where the medical facility is located 240 km or more from their headquarters.

Payment is at the ordinary time rate that would have applied had the employee been at work and includes any higher duties and district allowance. Overtime and shift penalties are not included as part of the travelling time rate. The travelling time is treated as service for all purposes, ie similar to actual working time.

There is no prior qualifying time required for regional employees to access this travelling time, ie the full 38 hours are accessible from the date of commencement in the region.

Travelling time in excess of the prescribed 38 hours per twelve months may be approved by an employer, on a case-by-case basis, and in the context of fair and equitable application of the provision.

All travelling time is subject to the evidentiary requirements outlined in clause 29 subclauses 29.28 to 29.31 of the Agreement.

Employees transferring within or between regions without any break of service (as applied in awards generally) retain their original regional anniversary date for the purpose of establishing their travelling time entitlements.

The 240 km minimum is the radius from the employee's headquarters, not the actual road, sea or air travel distance undertaken. This is consistent with the principle and application of the metropolitan 50 km radius.

Travelling time must not be debited against personal leave entitlements. WA Health will separately identify the utilisation of travelling time, ie create a separate pay/leave code for this provision.

Part time and "less than 12 months" fixed term contract employees may access this entitlement on a pro rata basis.

Employees **not** eligible for this travelling time entitlement include:

- (a) casual employees;
- (b) employees on any form of leave without pay including sick leave without pay;
- (c) employees on workers compensation; or
- (d) metropolitan based employees attending medical facilities in regional areas.

Clause 32. – Bereavement Leave

In the application of this clause, subclause 29.26 of this Agreement shall be read as to form part of this clause. That is, an employee is entitled to bereavement leave if a person is related to the employee by blood, marriage, affinity, adoption or is a person with whom the employee has a special relationship with, for example a former spouse.

Travelling Time for Regional Employees

This provision provides for the payment of normal salary for travel time undertaken in ordinary working hours for a bereavement where the distance from the work location to the destination is equal to or greater than a radius of 240 kilometres.

The provision applies to eligible regional employees for travel within Western Australia only and is not available for travel interstate or overseas.

Travelling time must not be debited against bereavement leave entitlements. WA Health will separately identify the utilisation of travelling time, ie create a separate pay/leave code for this provision.

The provision applies to each bereavement, rather than per annum, with a maximum of 15 hours (2 days) travel time for each bereavement.

The 240 km minimum distance relates to the radius from the employees work location, not the actual road, sea or air travel distance undertaken, consistent with the principle and application of the metropolitan 50 km radius.

There is no prior qualifying time to access regional travel time ie the provision is accessible from the date of commencement in the region.

The standard evidentiary requirements as detailed in subclause 32.4 also apply to additional travel time requests.

Access to “additional” travel time is at the discretion of the employer.

Casual employees can access this provision for the hours that they had previously been advised were expected to be worked. This can be by way of an indicative roster, determined pre agreed hours; or subject to employer confirmation, hours that the employee would reasonably have been expected to work.

The provision is not available for:

employees on any form of paid or unpaid leave, including sick leave without pay or workers compensation; and

(b) metropolitan based employees to travel to regional areas.

Clause 34. – Parental Leave

Paid parental leave has been increased to:

- 10 weeks paid parental leave (commencing on and from) 1 July 2006
- 12 weeks paid parental leave (commencing on and from) 1 July 2007
- 14 weeks paid parental leave (commencing on and from) 1 July 2008

Changes have also occurred to other components of the parental leave clause including:

- extending unpaid parental leave provisions relating to eligible casuals;
- enhanced provision in relation to transferring to a safe job;
- improved return to work entitlements after parental leave is taken; and
- enhanced communication requirements affecting both the employer and employee's.

For further information regarding parental leave entitlements the current circular can be accessed at <http://intranet.health.wa.gov.au/circularsnew/index.cfm>.

Clause 35. – Donor Leave

In addition to Blood or Plasma donation, six weeks paid leave at the base rate of pay has been provided to support an employee donating organs or tissue. If six weeks leave is not sufficient an employee (upon production of a medical certificate) may access their accrued leave entitlements in order to cover their absence.

Clause 37. – Defence Force Reserves Leave

Defence force reserves leave has been amended in accordance with changes to the *Defence Reserve Service (Protection) Act 2001*.

Clause 38. – Witness and Jury Service

Witness and jury service have been clarified and updated to ensure compliance to the Government standard.

Clause 39. – Cultural/Ceremonial Leave

Cultural/Ceremonial leave is leave to meet employee's customs, traditional law and to participate in cultural and ceremonial activities.

Cultural/Ceremonial leave does not provide employee's with additional leave entitlements, the leave is taken from the employees annual leave, long service leave or accrued time off.

Leave can be taken and deducted from long service leave but this is limited to full days only.

Clause 42. - Mobility

Nothing in this clause limits the employer's ability to roster an employee to work at different worksites within the Health Care Unit. For example, it would be reasonable for the employer to deploy an employee on either a short-term or temporary basis from King Edward Memorial Hospital to Princess Margaret Hospital, or from Royal Perth Hospital to the Shenton Park campus and vice versa.

In giving effect to the mobility provision, both the employer's and the employee's needs are to be considered. The employer will not act unreasonably in the deployment of employees and will have genuine regard for:

- family and carer responsibilities of the employee
- availability of transport and/or additional travel
- suitability of the position to which the employee is being deployed or transferred, having regard to the skills, abilities and competencies of the employee.

Short-term Deployment (up to one week)

Where reasonable notice is given, an employee may be deployed to another location on a short-term basis. The employee is entitled to reimbursement of any reasonable net additional travelling costs incurred as a result of the deployment, and any net additional travelling time incurred shall be counted as ordinary hours worked.

Temporary Deployment (more than one week)

Where reasonable notice is given, an employee may be deployed to another location on a temporary basis. The employee is to be advised of the terms and the duration of the deployment in writing.

The employee is entitled to reimbursement of any reasonable net additional travelling costs incurred as a result of the deployment, and any net additional travelling time incurred shall be counted as ordinary hours worked.

Where, as a result of the deployment, the employee resides at a location other than their normal residence:

- the duration of the deployment will not exceed 3 months, unless otherwise agreed between the employee and the employer; and
- consideration will be given to a reasonable return home arrangement during the period of the deployment.

As a general guide, return home arrangements should be agreed prior to commencement of the temporary deployment. Such arrangements should take account of any personal and/or family circumstances relevant to the employee, the period of the temporary deployment, distance and cost.

The operational and personal circumstances will differ for each temporary deployment. However, in general terms, agreement to a single return home during an 8 week temporary deployment is reasonable. Alternative or additional return home arrangements could also be agreed where circumstances warrant such arrangement.

Permanent Transfer

Where reasonable notice is given, an employee may be transferred on a permanent basis to another location. A direction to transfer cannot occur by the giving of less than 3 months notice.

An employee who is employed by the WA Country Health Service cannot be directed to transfer to a town where it would require the employee to change residence.

Where a permanent transfer occurs, the employee must be formally notified of the duties that are to be undertaken. These duties must be commensurate with the substantive classification of the employee.

Clause 52. - Liberty to Apply

The Agreement provides for either the employer or the Construction, Forestry, Mining and Energy Union to make application to the WA Industrial Relations Commission for the determination of the proper classification level/s of employees engaged as Plant Operators.

Schedule B. - Salaries

The Agreement provides for the following salary increases:

- (a) 4.5% commencing from 1 January 2007;
- (b) 4.0% commencing from 1 January 2008; and
- (c) 4.0% commencing from 1 January 2009.

The classification structure for Engineering and Building Services employees has been consolidated into a single classification structure and introduces the new classification of Hospital Maintenance Technicians Level 1 to Level 10, which includes the classifications of Carpenter, Painter, Plasterer, Plumber, other building employees not elsewhere classified, Mechanical Fitter, Motor Mechanic, Refrigeration Fitter, Plant Operator, other engineering trades employees not elsewhere classified, Electrical Fitter and Mechanic. This new classification replaces the existing seven trade based classifications.

Employers will continue to advertise for, engage and deploy staff based on recognised trade qualifications of Carpenter, Painter, Plasterer, Other Building Employee Not Elsewhere Classified, Mechanical Fitter, Motor Mechanic, Refrigeration Fitter, Plant Operator, other engineering trades employees not elsewhere classified, and Electrical Fitter / Mechanic.

The transition table is at Attachment A.

Schedule E. – WA Government Health Services Building Services Competency Based Classification Structure

A competency based classification arrangement has been established to apply to employees engaged in building classifications, covering Carpenters, Plumbers, Plasterers, Painters and non-trades employees.

The new classification structure facilitates employees exercising a wider range of skills and underpins new competency based classification arrangements. The purpose of this integration is to increase productivity and efficiency to make a substantial contribution to the efficiency and effectiveness of service delivery to WA Government Health Services and provide employees with more varied, fulfilling and better paid jobs.

Initial Assessment

In order for employees to be entitled to retrospectivity to 1 October 2005, applications for initial assessment must be lodged no later than 6 months after the registration of the Agreement (insert date).

No retrospectivity will apply where an employee has lodged an application more than 6 months after the registration of the Agreement.

Reclassification/Assessment Framework

The employee is required to demonstrate that he/she meets the full requirements of the specific competency in accordance with the competency criteria outlined in the schedule and that the employer requires the employee to use those skills.

In determining an employee's competency based classification, the value of each competency will be optimised to ensure that the appropriate classification level is awarded.

	Previous Classification Structure	%	New Classification Structure
Carpenter	Building Tradesperson Level 04	100	Hospital Maintenance Technician Level 5
	Building Tradesperson Level 05	105	Hospital Maintenance Technician Level 6
	Building Tradesperson Level 06	110	Hospital Maintenance Technician Level 7
	Building Tradesperson Level 07	115	Hospital Maintenance Technician Level 8
	Building Tradesperson Level 08	120	Hospital Maintenance Technician Level 8A
	Building Tradesperson Level 09	125	Hospital Maintenance Technician Level 9
Painter	Building Tradesperson Level 04	100	Hospital Maintenance Technician Level 5
	Building Tradesperson Level 05	105	Hospital Maintenance Technician Level 6
	Building Tradesperson Level 06	110	Hospital Maintenance Technician Level 7
	Building Tradesperson Level 07	115	Hospital Maintenance Technician Level 8
	Building Tradesperson Level 08	120	Hospital Maintenance Technician Level 8A
	Building Tradesperson Level 09	125	Hospital Maintenance Technician Level 9
Plasterer	Building Tradesperson Level 04	100	Hospital Maintenance Technician Level 5
	Building Tradesperson Level 05	105	Hospital Maintenance Technician Level 6
	Building Tradesperson Level 06	110	Hospital Maintenance Technician Level 7
	Building Tradesperson Level 07	115	Hospital Maintenance Technician Level 8
	Building Tradesperson Level 08	120	Hospital Maintenance Technician Level 8A
	Building Tradesperson Level 09	125	Hospital Maintenance Technician Level 9
Plumber	Building Tradesperson Level 04	100	Hospital Maintenance Technician Level 5
	Building Tradesperson Level 05	105	Hospital Maintenance Technician Level 6
	Building Tradesperson Level 06	110	Hospital Maintenance Technician Level 7
	Building Tradesperson Level 07	115	Hospital Maintenance Technician Level 8
	Building Tradesperson Level 08	120	Hospital Maintenance Technician Level 8A
	Building Tradesperson Level 09	125	Hospital Maintenance Technician Level 9
Other Building Employee Not Elsewhere Classified	Building Employee Entrant Level	78	Hospital Maintenance Technician Level 1
	Building Employee Level 1	82	Hospital Maintenance Technician Level 2
	Building Employee Level 2	87	Hospital Maintenance Technician Level 3
	Building Employee Level 3	92	Hospital Maintenance Technician Level 4
	Building Employee Level 4	100	Hospital Maintenance Technician Level 5
Mechanical Fitter, Motor Mechanic, Refrigeration Fitter, Plant Operator and other engineering trades employees no elsewhere classified	Engineering Employee Level 14	78	Hospital Maintenance Technician Level 1
	Engineering Employee Level 13	82	Hospital Maintenance Technician Level 2
	Engineering Employee Level 12	87.4	Hospital Maintenance Technician Level 3
	Engineering Employee Level 11	92.4	Hospital Maintenance Technician Level 4
	Engineering Tradesperson Level 10	100	Hospital Maintenance Technician Level 5
	Engineering Tradesperson Level 09	105	Hospital Maintenance Technician Level 6
	Engineering Tradesperson Level 08	110	Hospital Maintenance Technician Level 7
	Engineering Tradesperson Level 07	115	Hospital Maintenance Technician Level 8
	Engineering Tradesperson Level 06	125	Hospital Maintenance Technician Level 9
Engineering Tradesperson Level 05	130	Hospital Maintenance Technician Level 10	
Electrical Fitter / Mechanic	Engineering Tradesperson Level 10	100	Hospital Maintenance Technician Level 5
	Engineering Tradesperson Level 09	105	Hospital Maintenance Technician Level 6
	Engineering Tradesperson Level 08	110	Hospital Maintenance Technician Level 7
	Engineering Tradesperson Level 07	115	Hospital Maintenance Technician Level 8
	Engineering Tradesperson Level 06	125	Hospital Maintenance Technician Level 9
	Engineering Tradesperson Level 05	130	Hospital Maintenance Technician Level 10