

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s. 170LC multiple business agreement

Health Department of WA and another
(AG2002/188)

**WESTERN AUSTRALIAN GOVERNMENT HEALTH SERVICES (AUSTRALIAN
LIQUOR, HOSPITALITY AND MISCELLANEOUS WORKERS
UNION) AGREEMENT 2002**

CERTIFICATION OF AGREEMENT

In accordance with s.170LC of the Workplace Relations Act 1996, the Commission hereby certifies the attached memorandum of the terms agreed on between the employers set out in Attachment 2 of the agreement on the one part and the Australian Liquor, Hospitality and Miscellaneous Workers Union of the other part.

This agreement shall come into force from the date of certification, being 16 July, 2002 to operate in accordance with its terms from 16 July, 2002 and shall remain in force until 31 July, 2004.

BY THE COMMISSION:

SENIOR DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer
<Price code J>

Final version -Converted to Acrobat 15/5/02

1. TITLE

This Agreement shall be known as the Western Australian Government Health Services (Australian Liquor, Hospitality and Miscellaneous' Workers Union) Agreement 2002.

2. ARRANGEMENT

1. TITLE
2. ARRANGEMENT
3. AREA, INCIDENCE AND PARTIES BOUND
4. DEFINITIONS
5. DATE AND PERIOD OF OPERATION
6. RELATIONSHIP TO PARENT AWARDS
7. SINGLE BARGAINING UNIT

8. AIMS OF THE AGREEMENT
9. CONSULTATION MECHANISM
10. PATIENT CARE ASSISTANT
11. PROBATION
12. ROSTERING
13. TEA BREAKS
14. WAGES
15. STERILISATION TECHNICIANS
16. ALLOWANCES
17. CASHING LEAVE ENTITLEMENTS
18. LEAVE OPTIONS
19. SALARY PACKAGING
20. SICK LEAVE
21. DONOR LEAVE
22. ANNUAL LEAVE TRAVEL CONCESSIONS
23. PERMANENCY OF EMPLOYMENT
24. HOURS OF WORK - ACCRUED DAYS OFF
25. STUDY LEAVE
26. PARENTAL LEAVE
27. LEAVE WITHOUT PAY
28. UNION DELEGATES RIGHTS
29. TIME AND WAGES RECORDS
30. RIGHT OF ACCESS, NOTICES AND INTERVIEWS
31. PAM LEAVE FOR ENGLISH LANGUAGE TRAINING
32. UNION DUES
33. INTRODUCTION TO CHANGE
34. DISPUTE SETTLEMENT PROCEDURE
35. DISPUTES RELATING TO REDUNDANCY AND REDUNDANCY TYPE SITUATIONS
36. CONTRACTING OUT SERVICES
37. RECLASSIFICATION
38. NO FURTHER CLAIMS
39. SIGNATORIES TO THE AGREEMENT

APPENDIX ONE-RESPONDENTS

APPENDIX TWO-ANNUAL LEAVE OPTIONS TABLE

APPENDIX THREE-TRANSLATION TABLE

3. AREA, INCIDENCE AND PARTIES BOUND

(1) This Agreement applies to and is binding upon:

(a) The Australian Liquor Hospitality and Miscellaneous Workers Union (the union),

(b) The employees who are employed by the respondents and whose employment is regulated by the Health and Disability Services Support Workers - WA Government - Award 1996 ("the Award") in accordance with the classifications in Clause 14, Classification Wages of the Award;

(c) The respondents listed in Appendix One.

4. DEFINITIONS

For the purposes of this Agreement:

"Hospital" means any public hospital, health care facility or other facility controlled by one of the employers listed in Appendix 1 -Respondents.

"Spouse" means a person who lives with the employee as her/his spouse in a bona fide domestic relationship whether legally married or not.

5. DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the date of certification and remain in place until July 31, 2004.

6. RELATIONSHIP TO PARENT AWARDS

(1) This Agreement shall be read in conjunction with the:

(a) Health and Disability Services - Support Workers - Western Australian Government Award 2001 ("the Award"); and Western Australian Government/Australian Liquor, Hospitality and Miscellaneous Workers Union Redeployment, Retraining and Redundancy (Interim) Award 1994, provided that where there are any inconsistencies between this Agreement and the relevant Award this Agreement shall prevail.

(b) During the life of this Agreement the employer will comply with all provisions of the Western Australian Government/Australian Liquor, Hospitality and Miscellaneous Workers Union (ALHMWU) Redeployment Retraining, and Redundancy Award that apply at the time of the registration of the Agreement.

7. SINGLE BARGAINING UNIT

(1) This Agreement was negotiated by a Single Bargaining Unit consisting of representatives of the employer and representatives of the union.

(2) The parties agree to commence genuine negotiations for an Agreement to replace this agreement not later than 30 April 2004.

8. AIMS OF THE AGREEMENT

(1) The aim of the Agreement is to enable the parties to develop and implement strategies which recognise and achieve productivity improvements, without impairing the quality of patient care, and which enhance job satisfaction, security and remuneration. The Agreement is also directed at generating savings and improvements to productivity which arise from the pursuit of initiatives in the Agreement.

(2) The parties to this Agreement are committed to the pursuit of best practice in Western Australian Government Health Services and recognise the value of the work done by employees covered by this Agreement.

9. CONSULTATION MECHANISMS

- (1) A Consultative Committee shall be established at each hospital.
- (2) Each Consultative Committee shall be made up of representatives of the employer respondents and the union party to this Agreement.
- (3) The Consultative Committees are for the purpose of progressing the issues raised in this Agreement and shall be established in accordance with the guidelines of this Agreement. The process shall begin by either party at a workplace notifying the others of the intention to start a Consultative Committee.
- (4) The parties shall then meet to decide the structure and the process of the Consultative Committee including elections and timetables.
- (5) Each union representative who has not previously received consultative training shall be released to attend union Consultative Committee training course before the first consultative committee meeting.
- (6) The Consultative Committees at each hospital shall progress issues relating to this Agreement. In particular the following issues may be considered:
 - (a) Waste Management
 - (b) Benchmarking
 - (c) Skills Training
 - (d) Service Quality
 - (e) Staff Morale
 - (f) The introduction of PCAs
 - (g) Work Processes
 - (h) Rostering
 - (i) Absenteeism: Not to be approached in a negative/disciplinary manner
 - (j) Local workplace issues
 - (k) Occupational Safety & Health
 - (l) Employee Mobility
- (7) The employer shall provide reasonable resourcing to ensure effective and informed employee participation, access to all relevant information and reasonable period of time release to facilitate the consultative process.
- (8) The employer shall be responsible for the keeping of proper records of the Consultative Committee. At the conclusion of each meeting minutes of the Consultative Committee shall be forwarded by the employer to the union.
- (9) An officer of the union is entitled to attend a meeting of the Consultative Committee and address the Committee on any issue but shall not vote on any motion.

10. PATIENT CARE ASSISTANT

(1) The parties acknowledge the employer's view is that the introduction of multi-skilled workers (the Patient Care Assistant (PCA)) doing work previously performed by single stream cleaner and/or catering and/or orderly workers has resulted in significant productivity increases.

(2) While there is agreement that the further implementation of the PCA in hospitals will require consultation between the parties it is recognised that the following agreed principles will facilitate the process.

(3) The agreed principles are:

(a) If a hospital wishes to introduce a PCA model, the union will not oppose it where the process is consistent with this Agreement;

(b) the introduction of new PCAs will be done through a Consultative Committee agreed between the parties;

(c) all relevant information will be provided by the employer in a timely and co-operative manner;

(d) the selection process for PCAs will be open and fair in accordance with the Public Sector Standards in Human Resource Management;

(e) special attention will be given to ensuring that workers of non-English speaking backgrounds are not disadvantaged by the introduction of the PCA;

(f) special attention will be given to ensuring that employees with family responsibilities will not be disadvantaged by the introduction of the PCA;

(g) PCAs will be provided with agreed training prior to taking up positions;

(h) Subject to subclause (3) (e) above, in filling any PCA position preference will be given to those employees who have been displaced in their existing positions by the introduction of PCAs;

(i) PCAs will not perform nursing duties but may perform other tasks which assist patients.

(j) PCAs will be classified at Level 3/4; and

(k) Employees whose jobs have been made redundant by the introduction of the PCA will be afforded rights in terms of the Western Australian Government/Australian Liquor Hospitality and Miscellaneous Workers Union (ALHMWU) Redeployment, Retraining and Redundancy (Interim) Award 1994.

11. PROBATION

Each new employee shall be engaged on probation for the first three months of employment.

12. ROSTERING

(1) The Consultative Committee shall apply the following principles when considering major issues relating to Fostering:

(a) Rostering must balance employee and employer needs while recognising that the priority is the provision of quality patient care.

(b) Rostering systems must conform with relevant award provisions.

(c) Rosters should be posted well in advance of their implementation to facilitate employees planning and dispel feelings of anxiety and uncertainty.

(d) Specific hospital policies pertinent to Fostering must be determined and recorded prior to implementing a new Fostering program.

(e) Rostering policies must serve to protect individual employees against discriminatory action.

(f) The Fostering system must accommodate all employees' leave allowances.

(g) Any proposals to alter the Fostering system such as alternative methods of working time, 38 hour week or the introduction of 12 hour shifts must be supported by two thirds of affected employees, or such other proportion as is agreed between the employer and the union.

(h) Ballots shall be by secret postal ballot of all affected staff including employees on leave or workers' compensation who can be contacted as far as reasonably practicable. Ballots shall be conducted by, and the results scrutinised and declared by, two persons one of whom is nominated by the Chief Executive/General Manager at the relevant hospital and the other of whom is nominated by the union.

(i) Conditions outside the workplace must be considered in any roster change of start and finish times to minimise undesirable effects eg personal safety and public transport.

(j) Full time and part time employees shall not have their hours reduced by the introduction of Fostering changes.

(2) Where a consultative committee determines to consider Fostering in a work area the following process shall be followed:

(a) Notify the union in writing as soon as the decision is made but in each case two weeks before the first meeting of staff.

(b) Employer representatives and union representatives from the consultative committees shall conduct meetings with the affected staff.

(c) Develop several proposals in conjunction with the committee, for alternative rosters that may meet the needs of the hospital and employees.

Comments should be invited from all affected staff, other staff at the hospital and customers.

(d) Identify the expected benefits and possible detrimental effects to the patients, the hospital and employees.

(e) Training and communication sessions for the staff should be arranged to allow for effective communication between staff and the employer.

(f) Proposed rosters should be forwarded to the staff and union for comments allowing for at least a two week comment period.

(g) Conduct meetings to report back results to staff and provide opportunity for full discussion of proposed changes. Where possible, a joint presentation of the proposed rosters should be given.

(h) A secret ballot of all affected staff (including those on leave or workers compensation who can be contacted as far as reasonably practicable) will be conducted by the consultative committee before any alternative roster is introduced. The union shall be notified 14 days before the holding of the ballot.

(i) If a new roster is agreed there shall be at least a four week notice period before implementation including education and consultation with staff. Staff who feel they will be disadvantaged by the proposal should have their concerns addressed specifically.

(j) Implement the new roster.

(k) Allow the roster to run for an approximate trial period of three months. During this time an evaluation shall be made by the consultative committee. This should include OS&H concerns, family needs, job satisfaction, and absenteeism. Meetings should be held with staff to determine the effectiveness of the new roster.

(l) Any employee who feels that the new roster is disadvantaging them should approach hospital management, the union or the consultative committee.

(m) Any disputes during this process shall be dealt with in accordance with Clause 34.-the Dispute Settling Procedure.

(n) Alternative roster arrangements that are approved in accordance with this clause and Clause 9 - Consultation Mechanism are not subject to the requirements of Clause 26.1.4- Hours of Work, of the Award.

(o) An officer of the union is entitled to attend-and address any meeting pursuant to clauses (2) (b) or (g).

(p) At no stage of the above process will the union veto the consideration of any new Fostering proposal.

(q) An alternative process may take place by agreement between the union and employer.

13. TEA BREAKS

(1) Employees shall take only one tea break per shift for shifts of four hours or longer.

(2) Employees on shifts of less than four hours shall not be entitled to a tea break.

(3) A tea break shall be a maximum of fifteen minutes.

(4) Notwithstanding anything mentioned in the above subclauses an employee who is employed for greater than four hours is entitled to an unpaid meal break of not less than 30 minutes and not more than one hour as well as the tea break.

14. WAGES

(1) Employees described in Clause 14 of the Award will be paid the minimum weekly rate as expressed below.

(2) In addition to the rates below, sterilisation technicians will also be paid the allowance prescribed in Clause 15.

LEVEL (A)	Current Pay Rate (pw) (B)	Rate at 1/4/2002 (C)	Rate at 1/1/2003 (D)	Rate at 1/1/2004 (E)
Level 1/2 - 1 st Year	495.03	516.85	527.48	538.33
Level 1/2 - 2 nd Year	500.29	523.75	534.52	545.51
Level 1/2 - 3 rd Year	504.70	529.55	540.44	551.55
Level 3/4 - 1 st Year	509.11	535.34	546.35	557.59
Level 3/4 - 2 nd Year	514.79	542.79	553.96	565.35
Level 3/4 - 3 rd Year	518.67	546.94	558.19	569.67
Level 5 - 1 st Year	520.77	557.60	569.07	580.77
Level 5 - 2 nd Year	525.82	562.46	574.02	585.82
Level 5 - 3 rd Year	530.44	566.89	578.55	590.45
Level 6 - 1 st Year	524.87	561.54	573-08	584.87
Level 6 - 2 nd Year	528.44	564.97	576.59	588.44
Level 6 - 3 rd Year	532.02	568.40	580.09	592.02
Level 7 - 1 st Year	534.22	570.52	582.25	594.22
Level 7 - 2 nd Year	539.37	575.47	587.30	599.38
Level 7 - 3 rd Year	543.78	579.78	591.70	603.87
Level 8 - 1 st Year	550.82	586.46	598.51	610.82
Level 8 - 2 nd Year	557.54	592.90	605.09	617.54
Level 8 - 3 rd Year	563.53	598.65	610.96	623.53
Level 9 - 1 st Year	569.10	604.10	616.52	629.20
Level 9 - 2 nd Year	575.41	610.41	622.96	635.77
Level 9 - 3 rd Year	581.60	616.60	629.27	642.21

Level 10 - 1 st Year	579.29	614.30	626.93	639.82
Level 10 - 2 nd Year	583.81	618.81	631.53	644.52
Level 10 - 3 rd Year	587.80	622.80	635.61	648.68
Level 11 - 1 st Year	600.83	635.83	648.90	662.24
Level 11 - 2 nd Year	607.63	642.63	655.85	669.33
Level 11 - 3 rd Year	614.47	649.47	662.82	676.45
Level 12 - 1 st Year	619.10	654.10	667.55	681.27
Level 12 - 2 nd Year	626.05	661.36	674.96	688.84
Level 12 - 3 rd Year	633.11	668.42	682.17	696.20
Level 13 - 1 st Year	646.57	682.71	696.74	711.07
Level 13 - 2 nd Year	653.74	690.69	704.89	719.38
Level 13 - 3 rd Year	661.35	698.23	712.59	727.24

(3) Operative Dates

(a) The rate prescribed in column B was the rate which applied at the 31 March 2002.

(b) The rate prescribed in Column C shall be paid from the first pay period commencing on or after 1 April 2002.

(c) The rate prescribed in Column D shall be paid from the first pay period commencing on or after 1 January 2003.

(d) The rate prescribed in Column E shall be paid from the first pay period commencing on or after 1 January 2004.

15. STERILISATION TECHNICIANS

1. Sterilisation Assistant

Employees employed to perform the sterilisation of hospital equipment and/or utensils without two (2) years service in such a position shall be classified as a Sterilisation Assistants.

2. Sterilisation Technician Grade 1

In addition to the rates an employee currently receives pursuant to Clause 14. - Wages, employees employed to perform the sterilisation of hospital equipment and utensils and who have performed this work in a health service/hospital (whether a respondent to this Agreement or not) for two (2) years, shall receive an all purpose allowance of \$35.00 per week.

3. Sterilisation Technician Grade 2

In addition to the rates an employee currently receives pursuant to Clause 14. - Wages, employees employed to perform the sterilisation of hospital equipment and utensils with at least two (2) years service and who are working at a competency level equivalent to AQF3 (either by recognition of current competencies or completion of a vocational education and training certificate in sterilisation technology at AQF3) shall receive an all purpose allowance of \$45.00 per week.

4. A current employee at the date of registration of this Agreement who does not hold a sterilisation certificate at AQF3 shall have her/his competencies assessed by a qualified assessor within three (3) months of the registration of this Agreement and if determined competent at AQF 3 win have the allowance

back paid to 1 April 2002. The assessment will be funded by Health Services/Hospitals.

5 Employees who are not competent at AQF3 shall be afforded training opportunities to meet this requirement according to Clause 25. - Study Leave.

6. The parties are committed to reviewing the work of Sterilisation Assistants/Technicians with a view to establishing new classifications and a new translation table by 1 October 2002.

7. If the parties are in dispute, such a dispute will be referred to the Australian Industrial Relations Commission for determination.

16. ALLOWANCES

HOSPITAL ALLOWANCE

(1) This Clause replaces clause 23.2, 23.4, 23.5 & 23.8 of the award.

(2) Employees employed at Level 1/2 shall receive an allowance of \$16.10 per week.

(3) Employees employed at Level 3/4 shall receive an allowance of \$21.50 per week.

(4) The allowances prescribed in this clause compensates for the handling of foul linen, cadavers, sterilising sputum mugs and reconstitution of frozen food and/or reheating of chilled food.

(5) The allowance is paid pro-rata according to hours worked. Employees who will receive the Hospital Allowance under this clause and who previously received greater payments pursuant to the allowances prescribed in clauses 23.2, 23.4, 23.5 & 23.8 of the award will continue to receive the excess amount which will be maintained for the life of the Agreement.

(6) Where employees have received the allowances prescribed in clauses 23.2, 23.4, 23.5 & 23.8 of the award on an irregular basis any determination of an entitlement to maintenance shall be determined by averaging the allowances received over the last 12 months excluding periods of absence.

(7) Employees who do not receive the Hospital Allowance under this clause will continue to receive the allowances prescribed in clauses 23.2, 23.4, 23.5 & 23.8 of the award.

MORTUARY ATTENDANCE ALLOWANCE

(8) If a hospital does not employ a Mortuary Technician (or one is not available) and an employee is required to perform mortuary duties eg prepare a body for presenting, viewing, or transport, an allowance of \$20.00 shall be provided for each occasion of service.

17. CASHING LEAVE ENTITLEMENT

(1) For removal of doubt, the purposes of this clause are, first, to allow employees in certain circumstances the option of receiving payment in lieu of entitlements to annual leave, long service leave and accrued days off and, secondly, to allow greater flexibility in reducing excessive leave entitlements. The inclusion of this clause shall not be taken of itself to imply that there is any grounds for diminishing employees' entitlements to annual leave, long service leave or accrued days off.

(2) Subject to sub-clause (3), the employer and the employee may agree that the employee forgo part of his or her entitlement to annual leave, long service leave or accrued days off in exchange for payment at the rate which would have applied had the day been worked. In the case of annual leave payment shall include any applicable annual leave loading.

(3) Subclause (2) will become operative if, and only if-

- (a) the employer receives a genuine request in writing from the employee;
- (b) the employee's request stems from some personal circumstances which are out of the ordinary and have resulted in a particular need for money;
- (c) the agreement does not result in the employee retaining less than 20 days leave, whether comprising annual leave, accrued days off or both; and
- (d) the employer agrees in writing and informs the employee whether the agreement may result in additional tax being payable.

18. LEAVE OPTIONS

(1) Notwithstanding the terms specified elsewhere in this Agreement or in the Health and Disability Services Support Workers - Western Australian Government - Award 2001, the leave options specified in this clause are available to employees at Appendix Two (2).

(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.

(3)(a) At the request of an employee an employer may agree to an arrangement ('the arrangement) whereby the employee accrues either 1 (51/52), 2 (50/52), 3 (49/52) or 4 (48/52) weeks additional annual leave in lieu of salary of the equivalent value. Both the agreement to the arrangement and the time at which the additional leave is taken will be dependent on the operational requirements of the department where the employee works at the particular time.

(b) Unless otherwise agreed between the employee and the employer, an employee who enters into an arrangement under this 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 by the employee.

(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 annual leave taken during the course of the arrangement shall be paid at the reduced rate.

(f) The additional annual 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.

(4) Double the leave on half pay.

Subject to operational requirements as defined in subclause (3) of this clause, and with the agreement of the employer, an employee may elect to take twice the period of any portion of their annual leave, including any time in lieu taken as leave, at half pay.

(5) Deferred Salary Scheme for 12 Months' Leave

Employees will have access to the 4 / 5 pay option, whereby they work for four years at 80% pay and then take one year off at 80% pay in accordance with the following:

(a) By written agreement between the employer and employee, an employee may be paid 80% of her/his normal salary under this Agreement, and or any replacement agreement or the award upon expiry of this Agreement, over a five year period. The fifth year will then be taken as leave with pay with the accrued salary annualised. over the year. The fifth year will be treated as continuous service. The leave may not be accrued unless the employer agrees to accrual.

(b) In deciding whether to support a particular request for this arrangement, the employer will take into account factors such as operational requirements. To satisfy operational requirements, the number of employees allowed to work under this arrangement may be restricted at any one time and/or the timing of the arrangements may need to be staggered.

(c) An employee may withdraw from this arrangement in writing. S/he would then receive a lump sum equal to the accrued credit, paid at a time agreed between the employer and employee but not more than 3 months from the time of the employees withdrawal from the arrangement.

(d) Any paid leave taken during the first four years of the arrangements will be paid at 80% of the employee's normal salary.

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

19. SALARY PACKAGING

(1) An employee may, by agreement with the employer, enter into a salary packaging arrangement.

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

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

(4) The TEC for the purposes of salary packaging, is calculated by adding:

(a) The base salary;

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

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

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

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

(5) Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

(6) The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

(7) The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

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

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

(10) The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

(11) Clause 34.-The Dispute Settlement Procedure shall be used to resolve any dispute arising from the operation of this clause.

(12) For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 14 - Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

20. SICK LEAVE

(1) Sick leave is leave to which an employee other than a casual is absent due to personal illness or injury.

(a) Entitlement

(i) A full time employee is entitled to 10 working days (76/80 hours) as paid sick leave each year.

A part time employee will accrue paid sick leave based on the proportion of the number of hours worked each week bear to 38/40 hours per week.

(ii) Accumulated sick-leave may be used if the current sick leave entitlement is exhausted.

(iii) An employee proceeding on sick leave shall be paid the wages, including shift and weekend penalties that they would have received had they not proceeded on sick leave.

(iv) When an employee is absent on an Accrued Day Off then the employee cannot convert that day to sick leave.

(v) An employee absent on paid sick leave will continue to accrue entitlement to an Accrued Day Off in the terms provided in the Award.

(vi) Where all entitlements to paid sick-leave are exhausted the period of absence will be recognised as sick-leave without pay upon production of a medical certificate. Any period of sick leave without pay will not count as service for the purpose of calculating long service leave, annual leave and sick leave credits.

(vii) In the event of the employee not being entitled to the amount of paid sick leave required at the time of illness or injury, and s/he subsequently accrues further entitlement before the completion of his/her yearly anniversary, s/he will be entitled to claim paid sick leave adjustment at the conclusion of the anniversary year.

(2) Employee must give notice

(a) Other than in extraordinary circumstances notice of taking sick leave must be given to the employer within 24 hours of the commencement of the absence.

(b) If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

(3) Evidence supporting claim

Employees will not be entitled to paid sick leave unless they provide reasonable proof of the sickness to the employer. The employer is not entitled to ask for a medical certificate for absences of less than three consecutive working days unless the total of such absences exceed five days in any one anniversary year.

(4) Employee may claim to convert annual leave to sick leave

(a) An employee who suffers personal ill health or injury whilst is absent on annual leave may apply for paid sick leave in lieu of paid annual leave on the following conditions:

(i) The employee is required to advise the employer as defined in clause 34.3.2(a) of the award if unable to attend for work on the day following the completion of the approved annual leave.

(ii) The employee must produce a certificate from a medical practitioner stating the employee was confined to home or hospital for a period of seven days or more due to personal ill health or injury.

(iii) The employee must apply to convert the annual leave to sick leave within seven days of returning to work.

(iv) The paid sick leave to replace the annual leave cannot exceed the employee's sick leave entitlement at the time of commencing annual leave.

(v) The sick leave will not be granted in fractions of days.

(vi) Where approval is granted for the annual leave to be replaced by paid sick leave then the period of - annual leave shall be made available to the employee in accordance with the Annual Leave provisions of the Award. In these circumstances, the annual leave loading paid on the replaced annual leave shall not be recouped and shall apply to the subsequent annual leave period.

(5) Workers' Compensation

If an employee is receiving worker's compensation payments, s/he is not entitled to sick leave.

21. DONOR LEAVE

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

(2) (a) Subject to the production of appropriate evidence, an employee shall receive up to six weeks paid leave for the purpose of donating an organ or body tissue -

(b) If this paid leave is not sufficient and upon the production of a medical certificate, an employee may access their accrued sick leave or other paid leave in order to cover her/his absence.

22. ANNUAL LEAVE TRAVEL CONCESSIONS

(1) Employees who work north of the 26th parallel will be entitled to an annual travel benefit for recreation leave if they:

(a) have worked continuously in the area for 12 months; or

(b) are required to proceed on annual leave to suit the convenience of the employer.

(2) The employer will provide the benefit by paying or reimbursing costs of annual leave travel for the employee and his/her dependents travelling with him/her up to the cost of the prevailing market rate for return economy airfares to Perth inclusive of GST for the employee and the dependents.

(3) To be entitled to the travel benefit, the employee must:

(a) use the benefit within 12 months of it becoming due;

(b) apply for the benefit as soon as possible before taking the leave and if possible six (6) weeks in advance.

(c) go on leave to a destination outside Western Australia or below the 26th degree south latitude.

(d) return to his or her employment at the end of the leave; and

(e) complete an annual leave travel benefit declaration on returning from leave.

(4) When completing the annual leave travel benefit declaration the employee shall, where available, provide relevant tax invoices and receipts.

(5) If the benefit is for travel by air to Perth, the employer will directly book and purchase tickets for the employee and his/her dependent(s) and pay any associated taxes and charges.

(6) An employee travelling other than by air is entitled to an advance payment equivalent to the cost of the prevailing market rate for return economy airfares to Perth inclusive of GST for the employee and dependents paid prior to the commencement of leave.

(7) To be entitled to an advance payment of the travel benefit the employee must:

(a) Declare an intention to take annual leave entitling him or her to an annual leave travel benefit; and

(b) Undertake to immediately repay the money advanced if there is subsequently no entitlement to the benefit.

(8) An employee must apply for an advance benefit at least six (6) weeks prior to commencing leave but in an emergency the employer will make reasonable endeavours to provide an advance payment on request even if 6 weeks notice has not been given.

(9) If an advanced travel benefit is not repaid in accordance with (7)(b) within fourteen days, the employer may deduct the advanced money from any money owing to the employee. The employer may agree to a repayment programme on hardship grounds.

(a) Paid Travelling Time

(10) An employee will be entitled to travelling time paid for as though worked as follows:

(a) For travel by air, one day, each way;

(b) For other means of travel,

(i) 2 days each way; or

(ii) 2.5 days each way for employees stationed north of the 20th degree parallel.

(11) Part-time employees are entitled to travel benefits pursuant to this clause on a pro-rata basis according to the number of hours normally worked.

23. PERMANENCY OF EMPLOYMENT

1 The parties of this Agreement agree that permanent employment is the preferred form of engagements

Fixed Term Contracts

2 Fixed term employees may only be appointed for the following situations.

- * Unexpected or unplanned leave
- * Parental Leave
- * Long Service Leave
- * Long term sick leave
- * Workers compensation
- * Special projects
- * Employees undertaking an accredited course of study
- * To temporarily fill vacancies, where a decision has been made that the vacancy will be filled, while the recruitment process is undertaken
- * Leave Without Pay
- * Any other situations as agreed between the employer and the union, either at an industry or local level eg an Annual Leave vacancy where there is only one employee working in the area.

3. An employee engaged on a fixed term contract will be notified in writing prior to the commencement of employment of the starting and finishing dates of employment, or in lieu of a finishing date, notified of the specific circumstances relating to the situations as prescribed in subclause (2).

4. Any position currently filled by an employee on a fixed term contract which is not within the categories prescribed in subclause 2 will be advertised and filled permanently on the expiry of the contract. The position will be advertised only within the hospital/health service.

Reduction of Agency Employment

5. The parties to this Agreement agree that agency engagements are not the preferred method of delivery of services and will work towards minimising the use of agency employees in government hospitals/health services.

6. Each government hospital/health service will provide reports to the Minister for Health detailing the quantum of hours worked by agency staff working in each classification covered by this Agreement. The Minister for Health shall forward these reports to the union on a quarterly basis.

7. At the request of the union, employers shall provide to the union rosters for agency staff including employees' classifications and work location.

8. In consultation with the union, each hospital/health service will;

(a) Employ permanent relief staff or ensure sufficient (Fun Time Equivalent) FTE are utilised for planned annual leave and planned (Accrued Day OM ADO relief requirements in accordance with hospital activity; and

(b) Develop a pool of casual employees to be utilised for short term work requirements.

9. Agency engagements are not the preferred method of delivery of services and will only be used;

(a) If there are no other suitably qualified employees available in the short term

(b) If there is a bona fide emergency or urgent work requirement;

(c) If the skills required cannot be obtained internally in the short term.

24. HOURS OF WORK - ACCRUED DAYS OFF

(1) Subject to this clause, employees may accrue days off in accordance with Clause 26.1 of the Award. The inclusion of this clause shall not be taken of itself to imply that there is any grounds for diminishing employees' entitlements to accrued days off.

(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.

(3) Accrued days off can be taken at any time where agreed to by the employer and employee.

(4) Accrued days off may be cashed out in accordance with Clause 17 of this Agreement.

(5) Unless the parties agree otherwise, accrued days off will continue to be paid in accordance with the arrangements which currently apply.

(a) Average of Last Two Pays Method

(i) The same method uses for calculating the shift penalties in lieu of the annual leave loading for shift workers. The average of penalties paid in the two pays periods prior to the employee actually taking an accrued day off are calculated and the employee is paid the ordinary time rate plus the average penalty amount.

(ii) Method currently applied at Fremantle Hospital, Royal Perth Hospital, Osborne Park Hospital, Swan Health Service, Princess Margaret Hospital for Children.

(b) Paid as Earned Method

(i) Penalties are paid on actual hours worked. For example in the case of a full time employee who works an 8 hour shift, the employee is paid 8 hours of shift penalty loading plus the ordinary time rate for 7.6 hours with the balance of time actually worked (0.4 hours) being credited toward an accrued day off. When an accrued day off is taken, payment is made at the ordinary time rate because the shift penalty loading has already been paid.

(ii) Method currently applied at hospitals other than those cited in subclause 5(a) (ii) of this clause.

25. STUDY LEAVE

(1) Conditions for Granting Time Off,

(a) An employee may be granted time off with pay for part-time study purposes at the discretion of the employer.

(b) Part-time employees are entitled to study leave on the same basis as full time employees.

(c) Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken.

(d) External students, who are obliged to attend educational institutions for compulsory sessions during vacation periods, may be granted time off with pay including travelling time up to the maximum annual amount allowed to an employee in the metropolitan area.

(e) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

(f) In every case the approval of time off to attend lectures and tutorials will be subject to:

(i) Health Service convenience provided that Health Service inconvenience can not be claimed because it is necessary to replace the employee by utilising increased hours for part time staff, short term contract staff, or casual relief staff. Budgetary constraints should not factor into Health Service convenience.

(ii) the course being undertaken on a part-time basis;

- (iii) employees undertaking an acceptable formal study load in their own time;
- (iv) employees making satisfactory progress with their studies;
- (v) the course being relevant to the employee's career in the Health Service and being of value to the employer; and
- (v) the course furthering the career of the employee.

(2) (a) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition with at least half of the total formal study commitment being undertaken in the employee's own time, except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended, part-time year or stage and this does not entail five hours formal study.

(b) In cases where employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.

(c) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the employee's normal place of work.

(d) An employee shall not be granted more than 5 hours time off with pay per week except in exceptional circumstances where the employer may decide otherwise.

(e) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.

(3) Approved Courses

(a) Two year full-time Certificate courses and Diploma courses provided by a registered vocational education and training institutions.

(b) Secondary courses leading to the Tertiary Entrance Examination or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.

(c) First degree or Associate Diploma courses at a post-secondary education institution.

(d) Courses recognised by the National Authority for the Accreditation of Translators and interpreters (NAATI) in a language relevant to the needs of the Public Sector.

26. PARENTAL LEAVE

(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 spouse 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.

(c) "Parental leave" means maternity, paternity or adoption, leave taken in accordance with this clause.

(2) Basic entitlement

(a) Employees are entitled to 52 weeks parental leave in relation to the birth or adoption of their child. For females maternity leave may be taken and for males paternity leave may be taken. Adoption leave may be taken in the case of adoption.

(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) for maternity leave and paternity leave, an unbroken period of one week at the time of the birth of the child;

(ii) for adoption leave, an unbroken period of up to three weeks at the time of 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 spouse.

(d) Except as provided by subclause (15) of this clause, parental leave is unpaid.

(3) Maternity leave

(a) An employee will provide to the employer at least ten weeks in advance of the expected date of confinement:

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

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

(b) Subject to subclause (c) and unless agreed otherwise between employer and employee, an 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 maternity leave, the employee may take unpaid leave (to be known as special maternity 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 maternity leave.

(e) Where leave is granted under subclause (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 maternity 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 maternity 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 maternity leave) as a registered medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed twelve months.

(4) Paternity leave

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

(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

(b) written notification of the date on which he proposes to start and finish the period of paternity leave.

(5) Adoption leave

(a) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption 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.

(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 subclause (7) of this clause.

(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.

(8) Parental leave and other entitlements

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 and long service leave, subject to the total amount of leave not exceeding 52 weeks.

(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 maternity 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.

(10) Entitlement to Part-Time employment

(a) Where:

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

(ii) or where 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, work part-time in one or more periods at any time up to the child's second birthday or until the second 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.

(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 subclause (8), 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 subclause (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.

(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.

(13) 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) 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.

(15) Six weeks paid parental leave

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

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

(b) Definitions

For the purposes of this subclause:

'Continuous service' means service under an unbroken contract of employment and includes

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

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

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

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

(e) Paid parental leave taken in accordance with paragraph (a) of this subclause will form part of the 52 weeks parental leave entitlement provided by 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 (a), parental leave may be paid either before or after any other paid leave taken during a period of parental leave

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

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

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

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

(16) This Clause replaces Clause 36 - Parental Leave of the Health and Disability Services - Support Workers - Western Australian Government Award 2001.

27. LEAVE WITHOUT PAY

(1) Subject to the provisions of subclause (2) of this clause, the employer may grant an employee leave without pay for any period and is responsible for that employee on his/her return.

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

(a) The work of the department is not inconvenienced and

(b) All other leave credits of the employee are exhausted.

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

(4) Leave Without Pay for Full Time Study

The employer may grant an employee leave without pay to undertake full time study, subject to a yearly review of satisfactory performance.

Leave without pay for this purpose shall not count as qualifying service for leave purposes.

(5) Leave Without Pay for Australian Institute of Sport Scholarships

Subject to the provisions of subclause (2) of this clause, the employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay.

28. UNION DELEGATES RIGHTS

Recognition and Respect

1. All relevant management representatives will treat Union delegates with respect and without victimisation and this respect shall be mutually reciprocated.

2. Union delegates will be granted:

(a) An assurance that issues raised will be promptly dealt with as per Clause 34-Dispute Settlement Procedure.

(b) Genuine consultation by the employer for decisions impacting on union members or employees eligible to be union members.

(c) Paid time to communicate during the delegates' ordinary working hours with union members and attend to workplace union business. This will be negotiated at each hospital/health service. For example, Royal Perth Hospital & Sir Charles Gardiner Hospital delegates will be granted a total of 4 hours per week which may be increased for the incidence of site or broader industrial issues.

(e) Delegates shall consult with the employer when paid time off is required. Any disagreements shall be dealt with via the dispute settling procedure.

3. The union shall give the names of union delegates to the employer in writing.

Facilities

4. Union delegates will be provided with:

(a) Access to facilities including basic communication and information resources such as telephone, fax, email, photocopier and stationery and access to meeting rooms to meet with individual or groups of members and perform union business.

(b) A lockable cabinet

(c) A notice board which will be lockable. Access to the Notice Board will be restricted to authorised union delegates. It is the responsibility of the delegate to ensure that only authorised union material is placed on the notice board.

(d) Access to all relevant information, including appropriate awards, agreements, job descriptions and policies.

Organising the Workplace

5. Provided appropriate notice is given and the operation of the Organisation is not unduly affected, union delegates shall be granted:

(a) Access in paid time to new employees as part of their introduction to the workplace. Details to be decided by local arrangement.

(b) Access to a private sheltered area for meetings of members. Details to be decided by local arrangement.

(c) Access to rosters providing information regarding work location and shifts of employees.

(d) Quarterly paid general union meetings, to a maximum of 1 hour. Details by local arrangement.

(e) Paid monthly union delegate meetings to a maximum of two (2) hours.

Training

6. Granting of Paid Leave for Trade Union Training

(a) The employer shall grant paid leave of absence to employees who are nominated by their union to attend short courses conducted by the union.

(b) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.

7. Entitlement

An employee shall be granted up to six days' paid leave per calendar year for trade union training or similar courses or seminars as approved.

8. Rates of pay during absence

(a) Leave of absence will be granted at the ordinary rate of pay, including Hospital Allowance and shall not include shift penalties or overtime.

(b) Where a public holiday or rostered day off (including a rostered day off as a result of working a 38 hour week) falls during the duration of a course, a day off in lieu of that day will be granted.

9. Subject to subclause 8(a) of this clause shift employees attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
The granting of leave pursuant to the provisions of subclause 7 of this clause is subject to the operation of the Organisation not being unduly affected.

10. Application for Trade Union Training Leave

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

(b) All applications for leave shall be accompanied by a statement from the relevant union indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the body which is conducting the course -

11. A qualifying period of 12 months in government employment shall be served before an employee is eligible to attend courses or seminars of more than one half-day duration. An employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months' government service.

12. (a) The employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.

(b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

13. The employer shall grant paid leave during ordinary working hours to an employee:

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

14. The granting of leave pursuant to subclauses 6 & 7 of this clause shall only be approved:

- (a) where an application for leave has been submitted by an employee a reasonable time in advance;
- (b) for the minimum period necessary to enable the union business to be conducted or evidence to be given;
- (c) for those employees whose attendance is essential;
- (d) when the operation of the organization is not being unduly affected and the convenience of the employer impaired.

15(a) Leave of absence shall be granted at the ordinary rate of pay.

(b) The employer shall not be liable for any expenses associated with an employee attending to union business.

(c) Leave of absence granted under this clause shall include any necessary travelling time and normal working hours.

16. Application

(a) Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for union business.

(b) An employee shall not be entitled to paid leave to attend union business other than as prescribed by this clause.

(c) The provisions of this clause, shall not apply to special arrangements made between the parties which provide for unpaid leave for employees to conduct union business.

17. The provisions of this clause shall not apply when an employee is absent from work without the approval of the employer.

29. TIME AND WAGES RECORDS

(1) The employer shall keep or cause to be kept a time and wages record showing:

(a) the name of each employee;

(b) the nature of the work performed and whether full-time, part-time or casual;

(c) the hours worked each day including roster details, if applicable;

(d) the wages, allowances and overtime paid to each employee and any deductions made there from;

(e) the date of birth of employees employed as junior;

(2) Computerised time and wages records may be kept by the employer and shall be deemed to satisfy the requirements of this clause to the extent of the information recorded.

(3) Time and Wages Records available for inspection by the union

(a) The time and salary records shall be available at any reasonable time for inspection by the Secretary or accredited official of the union during the employer's usual office hours and when necessary the accredited official of the union may take a copy of the record.

(b) The union shall:

(i) give prior notification to the employer on when it proposes to inspect the record;

(ii) not conduct interviews during normal working hours in circumstances which will result in the employer's business being unduly interrupted or otherwise hampered; and

(iii) treat with confidentiality any information obtained from time and salary records.

4. If the employer maintains a personal or other file on an employee subject to the employer's convenience, the employee shall be entitled to examine all material maintained on that file.

30. RIGHT OF ACCESS, NOTICES AND INTERVIEWS

(1) The Agreement (along with the parent Awards) shall be displayed on notice boards in the workplace where it is easily accessible to employees.

(2) Employees, on request, shall be provided with a copy of this Agreement by the employer. Sufficient copies shall be made available by the employer for this purpose.

(3) Material approved by the union will be displayed on a notice board or a mutually agreed location, which is easily accessible by employees.

(4) The Secretary of the union or authorised representative will, on prior notification to the employer, have the right to enter the employer's premises during working hours, including meal breaks, for the purpose of discussing with employees covered by this Agreement, the legitimate business of the union or for the purpose of investigating complaints concerning the application of this Agreement/Award, but shall in no way unduly interfere with the work of the employees.

31. PAID LEAVE FOR ENGLISH LANGUAGE TRAINING

(1) Leave during normal working hours without loss of pay shall be granted to employees from a non-English speaking background, who are unable to meet standards of communication to advance career prospects, or who constitute a safety hazard or risk to themselves and/or fellow workers, or are not able to meet the accepted production requirements of that particular occupation or industry, to attend English training conducted by an approved and authorised authority. The selection of employees for training will be determined by consultation between the employer and the appropriate union.

(2) Leave will be granted to enable employees selected to achieve an acceptable level of vocational English proficiency. In this respect the tuition content with specific aims and objectives incorporating the pertinent factors at subclause 3 (b) hereof shall be agreed between the employer, the union, and the Adult Migrant Education Service or other approved authority conducting the training.

(3) Amount of training provided per year

(a) Subject to appropriate needs assessment, participation in training will be on the basis of minimum of 100 hours per employee per year.

(b) The agreed desired proficiency level will take account of the vocational needs of an employee in respect of communication, safety, welfare, and productivity within his/her current position as well as those positions to which he/she may be considered for promotion or redeployment. It will also take account of issues in relation to training, retraining and multi-skilling, award restructuring, industrial relations and safety provisions, and equal opportunity employment legislation.

32. UNION DUES

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

33. INTRODUCTION OF CHANGE

(1) Notification of Change to the Employees and the Union

(a) The employer shall notify the employees and the union, where the employer has made a definite decision to introduce major changes in production, program, Organisation, structure or technology, that are likely to have significant effects on the employees.

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

(2) Discussions between employers and employees regarding introduction of change.

(a) Discussion between the employer and the employees affected and the union will commence as soon as possible after a firm decision has been made by the employer to make the changes referred to in subclause (1) above.

(b) Such discussions will include: the effects the changes are likely to have on employees and measures to reduce the adverse effects of such changes; and

(c) The employer will give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

(d) For the purposes of such discussion, the employer will provide to the employees concerned and the union, all relevant information about the changes.

(3) Except that the employer will not be required to disclose confidential information, which would be inconsistent with the provisions of the Freedom of Information Act.

34. DISPUTE SETTLEMENT PROCEDURE

(1) Preamble

Any grievance, complaint or dispute, or any matter raised by the Union or the employer representative or an employee, shall be settled in accordance with the procedures set out herein.

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

(2) Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed:

(a) The employee(s) concerned shall discuss the matter with their immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within 48 hours, refer the matter to a more senior officer nominated by the employer representative and the employees shall be advised accordingly.

(b) The senior officer shall, if able, answer the matter raised within five days of it being referred and if the senior officer is not so able, refer the matter to the employer representative for his/her attention, and the Employees shall be advised accordingly.

(c) (i) If the matter has been referred in accordance with subparagraph (b) above the employees or the union delegate shall notify the union or nominee, to enable the opportunity of discussing the matter with the employer representative.

(ii) The employer representative shall, as soon as is practicable after considering the matter before it, advise the employees or, where necessary the union of its decision. Such advice shall be given within 21 days of the matter being referred to the employer representative.

(d) If the matter remains in dispute after the above processes have been exhausted, either party may refer the matter to the Australian Industrial Relations Commission.

(e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c) (ii) of subclause (2) of this clause.

(3) Disciplinary, Procedure

Where the employer representative seeks to discipline an employee, or terminate the employment of an employee, other than pursuant to Clause 11 of this Agreement, 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 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.

(d) 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.

(4) Access to the Australian Industrial Relations Commission

(a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in subclause (1) hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Australian Industrial Relations Commission, at any time.

(b) 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.

(5) Provision of Services

(a) The union recognises that the employer has a statutory and public responsibility to provide health care services without any avoidable interruptions.

(b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by hospital management.

(c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within hospitals.

(6) System Wide Issues

In resolving issues of a system wide nature discussion will commence at the level specified in subparagraph (2) (c) (i) above between the appropriate union official and a senior industrial relations officer nominated by the employer representative.

(7) Definitions

For the purpose of this procedure:

"employer representative" means the Chief Executive General Manager at each Hospital/Health Service.

"senior officer" means an officer nominated by management.

"system wide issues" include issues affecting more than one work site or claims seeking variations to an agreement.

"work site" means as agreed between the parties.

35. DISPUTES RELATING TO REDUNDANCY AND REDUNDANCY TYPE SITUATIONS

- (1) Where an employee and/or the union believes a decision about a redeployment or redundancy matter has been improperly, unfairly or harshly made, the employee and/or the union may notify the employer that the decision is in dispute.
- (2) The notification of dispute must be made to the employer within fourteen days of the employees receipt of the employers written advice of the decision. The notification of dispute must also specify the nature and effect of the decision and why it is said to be an improper, unfair or harsh.
- (3) Upon receipt of the notification of dispute the employer shall, within fourteen days, confer with the employee and/or the union with a view toward resolving the dispute.
- (4) Should the dispute remain unresolved following the discussions referred to in sub clause (3) the employer, the employee and/or the union may refer the matter to a Dispute Panel constituted in accordance with this clause.
- (5) Referral to a Dispute Panel shall be through a written request to the Registrar of the Australian Industrial Relations Commission which shall include the detail specified in sub clause (2).
- (6) Where a matter has been referred to a Dispute Panel under this clause, the decision of the employer shall stand except that there shall not be a reduction of remuneration of the affected employee until the Dispute Panel has determined the matter.
- (7) A Dispute Panel for the purpose of this clause, shall be constituted by an Independent Chairperson agreed between the parties (provided that in the absence of such agreement the Independent Chairperson shall be designated by the Australian Industrial Relations Commission), a representative designated by the employer and a representative designated by the union or the employee.
- (8) The Dispute Panel shall determine a just resolution to the dispute having regard to the particular circumstances and what is fair and reasonable.
- (9) Where a dispute has been referred to a Dispute Panel constituted under this clause, the Dispute Panel shall consider the dispute as soon as practicable.
- (10) A decision from a Dispute Panel constituted under this clause shall be final and binding on the parties to this agreement.
- (11) This clause shall not be construed as preventing or restricting the employer from terminating the employment of an employee on the grounds of redundancy where the law of Western Australia from time to time so allows, or as preventing or restricting any lawful action by or on behalf of the State of Western Australia to terminate the employment of an employee covered by this Agreement.

36. CONTRACTED OUT SERVICES

1. The parties to this Agreement share a preference for maintaining the integrity of hospital staffing arrangements by direct employment of staff, particularly those involved in patient care assistant services, orderly services, linen management, cleaning, catering and gardening (the designated functions).
2. During the life of this Agreement the employer will move to end contracting out of the designated functions subject to successfully negotiated efficiency and quality agreements with the union.
3. At least six months prior to the expiry date of existing contracts for contracted out services, the employer will consult with the union about the future provision of those services.
4. The employer will consult with the union in order to resolve any industrial matters when a contracted out service is to be returned 'in-house'.

37. RECLASSIFICATION

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

- (1) The reclassification claim will be determined by comparing the skills/duties/responsibilities etc at the point of employment to those which have changed or been added to the position. The parties agree to develop appropriate documentation during the life of the Agreement.
- (2) The re-classification claim will be presented to a Review Committee established by agreement between the union and the employer. The process will be as follows:
 - (a) Affected employee/employees will contact the LHMU office in regard to their claim. The union may request to advocate on behalf of the employee at the Review Committee.
 - (b) All employee/s will complete the appropriate documentation detailing the change in skills/duties/responsibilities etc.
 - (c) The claim will be presented on behalf of the employee/s to the relevant Committee and the Human Resources Department has no right of veto over the claim.
- (3) If agreement cannot be reached then the matter will be referred to the AIRC for resolution.

38. NO FURTHER CLAIMS

The parties will not seek any further claims, with respect to wages and working conditions covered by this Agreement during the term of the Agreement unless such claims are consistent with National Wage Case Decisions or the wage fixing principles.

39. SIGNATORIES TO THE AGREEMENT

date

Michael Daube
Director General
Western Australian Government Health Service

date

David Kelly
Secretary
Australian Liquor, Hospitality Miscellaneous Workers Union

Attachment 2 - List of Respondents

ASHBURTON HEALTH SERVICE
Millstream Road,
KARRATHA WA 6714
(PO Box 519 KARRATHA WA 6714)

AVON HEALTH SERVICE
82 Newcastle Road,
NORTHAM WA 6401
(PO Box 690 NORTHAM WA 6401)

BEVERLEY DISTRICT HOSPITAL BOARD
Sewell Street,
BEVERLEY WA 6304
(PO Box 142 BEVERLEY WA 6304)

BODDINGTON DISTRICT HOSPITAL BOARD
Hotham Avenue,
BODDINGTON WA 6306

BROOKTON HEALTH SERVICE
9 Lennard Street,
BROOKTON WA 6306
(PO Box 58 BROOKTON WA 6306)

BRUCE ROCK MEMORIAL HOSPITAL BOARD
Dunstall Street,
BRUCE ROCK WA 6418

CENTRAL GREAT SOUTHERN HEALTH SERVICE BOARD
Watson House, Elizabeth Street,
KATANNING WA 6317

CORRIGIN DISTRICT HOSPITAL BOARD
Kirwood Street,
CORRIGIN WA 6375

CUNDERDIN DISTRICT HOSPITAL BOARD
Cubbine Road,
CUNDERDIN WA 6407

DONGARA ENEABBA MINGENEW HEALTH SERVICE BOARD
48 Blenheim Road,
DONGARA WA 6625
(PO Box 242 DONGARA WA 6531)

DUNDAS HEALTH SERVICE
Talbot Street,
NORSEMAN WA 6443
(PO Box 155 NORSEMAN WA 6443)

EAST PILBARA HEALTH SERVICE
Morgans Street,
PORT HEDLAND WA 6721
(PO Box 63 PORT HEDLAND WA 6721)

ESPERENCE. HEALTH SERVICE
Suite 11, Balmoral Square, Esplanade
ESPERENCE WA 6450
(PO Box 822 ESPERNCE WA 6450)

GASCOYNE HEALTH SERVICE
Cleaver Street,
CARNARVON WA 6701
(PO Box 417 CARNARVON WA 6701)

GERALDTON HEALTH SERVICE
Shenton Street,
GERALDTON WA 6530
(PO Box 22 GERALDTON WA 6531)

KALGOORLIE-BOULDER HEALTH SERVICE
68 Piccadilly Street,
KALGOORLIE WA 6430
(PO Box 716 KALGOORLIE WA 6433)

KELLERBERRIN HEALTH SERVICES BOARD OF MANAGEMENT
51 - 63 Gregory Street,
KELLERBERRIN WA 6410

KIMBERLEY HEALTH SERVICE
Clarendon Street,
DERBY WA 6728
(PMB 930 DERBY WA 6728)

KUNUNOPPIN AND DISTRICTS HEALTH SERVICE
Leake Street,
KUNUNOPPIN WA 6489

LAVERTON & LEONORA HEALTH SERVICE
Sadie Canning Drive,
LEONORA WA 6438
(PO Box 57 LEONORA WA 6438)

LOWER GREAT SOUTHERN HEALTH SERVICE BOARD
Warden Avenue,
ALBANY WA 6330
(PO Box 252 ALBANY WA 6330)

MERREDIN HEALTH SERVICE
Kitchener Road,
MERREDIN WA 6415
(PO Box 241 MERREDIN WA 6415)

METROPOLITAN HEALTH SERVICE BOARD
C/o 189 Royal Street

EAST PERTH WA 6004
MORAWA & DISTRICTS HEALTH SERVICE
Caufield Road,
MORAWA WA 6623
(PO Box 229 MORAWA WA 6623)

MUKINBUDIN HEALTH SERVICE
Cnr Ferguson & Maddock Streets,
MUKINBUDIN WA 6479
(C/- Post Office, MUKINBUDIN WA 6479)

MULLEWA HEALTH SERVICES
Elder Street,
MULLEWA WA 6630
(PO Box 167 MULLEWA WA 6630)

MURCHISON HEALTH SERVICE
Savage Street,
MEEKATHARRA WA 6642
(PO Box 82 MEEKATHARRA WA 6642)

NAREMBEEN HEALTH SERVICES BOARD
Ada Street,
NAREMBEEN WA 6369

NICKOL BAY HOSPITAL BOARD
Millstream Road,
KARRATHA WA 6714
(PO BOX 519 KARRATHA WA 6714)

NORTHAMPTON KALBARRI HEALTH SERVICES
Stephen Street,
NORTHAMPTON WA 6535
(PO Box 400 NORTHAMPTON WA 6535)

NORTH MIDLANDS HEALTH SERVICE
Station Street,
THREE SPRINGS WA 6519
(PO Box 138 THREE SPRINGS WA 6519)

PEEL HEALTH SERVICE
63 Ormsby Terrace,
MANDURAH WA 6210
(PO Box 541 MANDURAH WA 6210)

QUAIRADING DISTRICT HOSPITAL BOARD
Harris Street,
QUAIRADING WA 6383

RAVENSTHORPE HEALTH SERVICE
Martin Street,
RAVENSTHORPE WA 6346
(PO Box 53 RAVENSTHORPE WA 6346)

ROEBOURNE DISTRICT HOSPITAL BOARD
42-44 Hampton Street,
ROEBOURNE WA 6718
(PO Box 81 ROEBOURNE WA 6718)

SOUTHERN CROSS DISTRICT HEALTH SERVICE BOARD
Coolgardie Street,
SOUTHERN CROSS WA 6426

SOUTH WEST HEALTH BOARD
18 West Street
BUSSELTON WA 6280

THE MINISTER FOR HEALTH
11th Floor, Dumas House
2 Havelock Street
WEST PERTH 6005

THE WESTERN AUSTRALIAN CENTRE FOR PATHOLOGY AND MEDICAL RESEARCH
Hospital Avenue
NEDLANDS WA 6009

UPPER GREAT SOUTHERN HEALTH SERVICE
Furnival Street,
NARROGIN WA 6312
(PO Box 1136 NARROGIN WA 6312)

VARLEY NURSING POST
C/o Post Office
VARLEY WA 6355

WA ALCOHOL AND DRUG AUTHORITY
7 Field Street
MOUNT LAWLEY WA 6050

WESTERN HEALTH SERVICE
Gingin Business Centre, Brockman Street,
GINGIN WA 6503

WICKHAM DISTRICT HOSPITAL BOARD
Mulga Way,
WICKHAM WA 6720
(PO Box 103 WICKHAM WA 6720)

WYALKATCHEM-KOORDA AND DISTRICTS HOSPITAL BOARD
Honour Avenue,
WYALKATCHEM WA 6485

YALGOO HEALTH SERVICE
Lot 26, Stanley Street,
YALGOO WA 6635

For Scanned Image

APPENDIX THREE

TRANSLATION TABLE

For employees in either Level 1 or Level 2 from the 1/4/02 the following classifications shall apply:

Current Level	New Level
1.1	1/2.1

1.2	1/2.2
1.3	1/2.3
2.1	1/2.1
2.2	1/2.2
2.3	1/2.3

For employees in either Level 3 or Level 4 from the 114102 the following classifications shall apply:

Current Level	New Level
3.1	3/4.1
3.2	3/4.2
3.3	3/4.3
4.1	3/4.1
4.2	3/4.2
4.3	3/4.3