

**HEALTH SERVICES UNION - DEPARTMENT OF HEALTH - HEALTH  
SERVICE SALARIED OFFICERS STATE INDUSTRIAL AGREEMENT  
2004**

**PSAAG 4/04**

## **1. - TITLE**

This Agreement shall be titled the Health Services Union – Department of Health – Health Service Salaried Officers State Industrial Agreement 2004.

## **2. - ARRANGEMENT**

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### **3. - PURPOSE OF AGREEMENT**

This Agreement aims to facilitate improvements in productivity and efficiency and the enhanced performance of the Department of Health (DOH) Health Services along with allowing the benefits from those improvements to be shared by employees, DOH Health Services and the Government on behalf of the Community.

### **4. - APPLICATION AND PARTIES BOUND**

- (1) This agreement applies to the following parties:
  - (a) The Health Services Union of Western Australia (Union of Workers), variously referred to as the "HSU" and the "Union".
  - (b) the Employees covered by the Hospital Salaried Officers' Award No. 39 of 1968 and employed by the Minister for Health in his incorporated capacity under s.7 of the Hospitals and Health Services Act 1927 (WA) as :
    - (i) the Hospitals formerly comprised in the Metropolitan Health Service Board,
    - (ii) the Peel Health Services Board,
    - (iii) the South West Health Board,
    - (iv) the WA Country Health Service.
  - (c) The Minister for Health has in his incorporated capacity delegated all powers and duties as such to the Director General for Health.
  - (d) The Director General of Health, as delegate to the Minister to be referred to for the purposes of this agreement variously as "the employer".
  - (e) The employers as named in paragraphs (b) and (d) of this subclause are variously referred to in this agreement as "the employer" and as "the Government Health Services ("GHS")"
- (2) The estimated number of employees bound by this Agreement at the time of registration is 9,800.
- (3) This Agreement shall be read in conjunction with the Hospital Salaried Officers' Award No. 39 of 1968 (hereinafter sometimes referred to as "the Award") and shall replace the provisions of that Award where expressly stated herein. Unless stated otherwise, wherever there is an inconsistency between this agreement and the Award, this agreement shall take precedence.
- (4) This agreement cancels and replaces the agreements listed in Schedule A – Agreements Replaced and Cancelled by this Agreement

### **5. - TERM OF AGREEMENT**

- (1) This Agreement shall operate from the date of its registration until its expiry on 30 June 2006 provided that:

- (a) Subclause (7) of clause 18. – Part-Time Employees applies from 1 January 2004; and
  - (b) Clause 13. – Salaries and Payment, of this agreement operates from 18 January 2004.
- (2) The parties to this Agreement agree to open negotiations for a new agreement, at the least, no later than six months prior to the expiry of this Agreement.

#### **6. - NO EXTRA CLAIMS / RIGHTS RESERVED**

- (1) Subject to the terms of this Agreement and subclause (2) of this clause, for the life of this Agreement the Union shall make no further claims on the employer.
- (2) Rights Reserved
- During the life of this agreement rights are reserved to either party to pursue individual or collective reclassification claims, including claims for new classification structures either by agreement, arbitration and/or award amendment, and where appropriate to amend this agreement to reflect any agreed or arbitrated outcomes.
- (3) Nothing in this provision prevents the award from being maintained, updated or improved.

#### **7. - FRAMEWORK AND PRINCIPLES FOR IMPLEMENTING THIS AGREEMENT AND ACHIEVING A NEW AGREEMENT**

- (1) It is recognised that enterprise bargaining places considerable obligations upon the parties.
- (a) To assist in meeting these obligations, the employer will assist by providing appropriate resources having regard to the operational requirements and resource requirements associated with developing the initiatives under this agreement and with negotiating a new agreement;
  - (b) It is accepted that employees who are involved in the various initiatives and the enterprise bargaining processes will be allowed reasonable paid time to fulfil their responsibilities in this process;
  - (c) Access to resources shall be negotiated with the employer and are not to unreasonably affect the operation of the employer;
  - (d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur to assist in the achievement of an agreement, and to facilitate completion of the initiatives contained in the agreement.
  - (e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.
  - (f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 39. - Dispute Avoidance and Settlement Procedures of this Agreement, a decision on whether or not to exchange or divulge information will be a

matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

- (g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.
  - (h) No officer or employee will be discriminated against as a result of activities conducted in accordance with this Clause.
- (2) (a) Following the receipt of a request from the Union to negotiate a new agreement, in accordance with Clause 5. - Term of Agreement, representatives from the employer will meet with a representatives from the HSU to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

- (b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within the health service, and the working and family life of employees.
  - (c) The agenda should include but not be limited to:
    - (i) changes in work organisation, job design and working patterns and arrangements;
    - (ii) examination of terms and conditions of employment to ensure they are suited to the employer's operational requirements;
    - (iii) identification and implementation of best practice across all areas of service delivery;
    - (iv) (i), (ii) and (iii) can be achieved by means including but not limited to:
      - (aa) new training and skills development programs as and where required;
      - (bb) the optimum use of human and capital resources including new technology;
      - (cc) quality assurance and continuous improvement programs;
      - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities;
      - (ee) conditions impinging on the quality of working life of employees; and
      - (ff) active occupational health and safety risk reduction, training and rehabilitation programs.
- (3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

## **8. - AWARDS, AGREEMENTS AND STATUTORY CONTRACTS**

### **(1) Relationship Between Agreements and Awards**

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, and subject to the terms of this Agreement, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement

### **(2) Workplace Agreements**

- (a) No employee will be offered a Workplace Agreement or Australian Workplace Agreement during the life of this agreement.
- (b) It is agreed that an employee who signed a Workplace Agreement prior to the registration of this agreement shall have the employers agreement to withdraw from the Workplace Agreement at any time before its end date.

### **(3) Statutory Contracts**

- (a) Individual statutory contracts may only be used in a limited number of cases, such as for CEO's and a small number of specialised positions.
- (b) The parties accept that should an individual statutory contract be offered employees will be given an informed and free choice between this Agreement and the statutory contract.
- (c) Should a statutory contract be offered, the employer will advise the employee to seek appropriate advice and will recognise the Union as a bargaining agent for the employee.
- (d) The Union undertakes to advise all employees on the matter of choice whether or not they are members of the HSU.
- (e) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 39. – Dispute Avoidance and Settlement Procedures of this Agreement is to be followed.
- (f) In exercising the discretion to offer an individual statutory contract, the employer shall ensure that the decision to offer a statutory contract is made only for legitimate operational reasons. In exercising their discretion to offer a statutory contract, the employer is to liaise with the HSU to ensure it is not done primarily to circumvent the option for employees to choose this agreement.

## **9. - AWARD CONSOLIDATION**

(1) The parties agree to consolidate the award during the life of this agreement.

(2) One purpose of the consolidation is to consolidate into the award a number of conditions and arrangements currently being provided in accordance with Administrative Instructions and / or Operational Instructions of the Department of Health including:

- (a) witness and jury duty;

- (b) leave for training with defence force reserves
  - (c) copies of the award
  - (d) time and salaries record
  - (e) right of entry
  - (f) Any conditions and arrangements it is agreed to introduce will be introduced on a no-win/no-loss basis.
  - (g) The consolidation includes the removal of gender biased and inconsistent language, the removal of inconsistencies, the updating of provisions to reflect current practice and usage, the removal of redundant provisions, updating of allowances as expressed in the Award and the modernisation of provisions.
  - (h) The clarification of provisions to improve administration and interpretation of the Award and to bring it into line with the new health service structures provided that the area of coverage and scope of the Award will not be amended by the consolidation.
- (3) In addition to and/or in association with the consolidation a number of amendments including the following are to be made to the Award:
- (a) Definitions are to be updated.
  - (b) The Hours Clause is to be updated and clarified so that it adopts the Enterprise Bargaining Clause, preserves the 37.5 hour week in the Award, and includes a provision to permit shifts of up to 12 hours to be worked and any consequential amendment that needs to be made..
  - (c) The Holidays and Annual Leave Clause is to be amended to:
    - (i) permit leave to be taken in single days; and
    - (ii) include simplified formulas for accrual of annual leave and calculation of leave on termination and pro rata leave.
  - (d) A Parental Leave Clause is to be included.
  - (e) The Long Service Leave clause is to be amended to include a calculation of entitlement on the basis of 13 weeks rather than 3 months, and to be taken in multiples of a week. The clause to be similar to that to be included in this agreements but to retain the right to 13 weeks leave after 7 years of service but with no pro rata leave except as currently specified in the award clause.
  - (f) A Study Leave clause is to be included.
  - (g) Trade Union Training Leave clause to be updated to reflect the demise of TUTA and the fact that trade union training is delivered by the HSU, Unions WA, the ACTU and associated training bodies.

There will be additional changes as the details of the consolidation are finalised.

- (4) The agreement for consolidation and amendment of the Hospital Salaried Officers Award No.39 of 1968 is a package agreement.

## **10. - CONTRACT OF SERVICE**

This clause replaces clause 8. - Contract of Service, of the Award.

### **(1) Modes of Employment**

- (a) Subject to the provisions of this clause the employer may employ employees on the arrangements that are most appropriate in the circumstances.

This shall include, full-time or part-time employment on either an ongoing ('permanent') or fixed-term ('temporary') basis, or casual employment.

- (b) Notwithstanding Subclause (1) of this clause, the employer undertakes to employ employees on a permanent basis whenever possible.
- (c) This clause is to be read in conjunction with the Consent Order of the Public Service Arbitrator in PSAC 15 of 2000, dated Friday, 27 September 2002.

### **(2) Notice Generally**

- (a) Casual employees are employed by the hour.
- (b) Subject of any provisions of this agreement or of the award to the contrary, permanent and temporary employees shall be provided with 4 weeks notice of variation of contract, provided that a shorter or longer notice period may be agreed.

### **(3) Probation**

- (a) Every new employee shall be on probation for a period of three (3) months.
- (b) An employee who is appointed from the Public Sector of Western Australia, and who has at least three months of continuous satisfactory service immediately prior to permanent employment will not be required to serve a period of probation.
- (c) At any time during the period of probation the employer may annul the appointment and terminate the service of the employee by the giving of two weeks notice.
- (d) At any time during the period of probation the employee may resign by giving two (2) weeks notice.
- (e) A lesser period of notice may be agreed, in writing between the employer and the employee.
- (f) On the completion of three months employment the period of probation may be extended for a further and final period of three months at the discretion of the employer. The provisions of paragraphs (c), (d) and (e) of this subclause still apply during the period of probation.



- (g) Where an employee's period of probation has been extended for a further period of three months, the employer shall notify the employee in writing of the extension and provide justification for the extension of probation.
- (h) The provisions of subclauses (4) and (5) do not apply until an employee is no longer employed on probation.
- (i) Alternative probation arrangements may be agreed between the Employer and the Union.

#### Termination

- (4) A permanent or temporary employee may terminate the contract of service by one month's notice given in writing on any day or the forfeiture of an amount equal to one month's salary provided that, a lesser period of notice may be agreed, in writing, between the employer and the employee concerned.
- (5) Subject to the provisions of this clause and to the laws and procedures relating to termination of employment, the employer may terminate the contract of service of any employee by one month's notice given in writing on any day but only if -
  - (a) The employer has followed the disciplinary procedure in accordance with subclause (2) of Clause 39 – Dispute Avoidance and Settlement Procedures of this Agreement; and
  - (b) is satisfied that
    - (i) the employees performance is substandard;
    - (ii) the employee has committed a breach of discipline;
    - (iii) on the basis of medical evidence, the employee does not have the capacity to continue to carry out the duties of his/her position; or
    - (iv) the position occupied by an employee is no longer considered necessary and there is no suitable alternative employment available.
- (6) The foregoing provisions of this clause do not affect the employer's right to dismiss an employee without notice for a serious breach of discipline and in such a case the salary of the employee shall be paid up to the time of dismissal only.
- (7) For the purposes of this clause, the performance of an employee is substandard if and only if the employee does not, in the performance of the functions that he or she is required to perform, attain or sustain a standard that a person may reasonably be expected to attain or sustain in the performance of those functions.
- (8) For the purposes of this clause an employee who —
  - (a) disobeys or disregards a lawful order;
  - (b) commits an act of misconduct; or
  - (c) is negligent or careless in the performance of his or her functions, commits a breach of discipline.
- (9) (a) Where an employer considers that a position occupied by an employee is no longer necessary the Union shall be notified in writing to that effect.

- (b) The Union may, within seven days of the date upon which that notification is given, request the employer to review that decision but where an agreement is not reached in discussion between the employer and the Union the provisions of clauses 38 – Consultation / Introduction of Change and 39. – Dispute Avoidance and Settlement Procedures of this Agreement apply.
- (10) Where the employer seeks to terminate the services of an employee in accordance with subclauses (5) and (6) of this clause, the employer shall, upon written request, supply to the employee, a written statement setting out the full details of the incident, circumstance, event or matters upon which the employer based his decision. Each statement shall be supplied within seventy-two hours of receipt of the request.

### **11. - HOME BASED WORK**

- (1) By agreement between the employer and the employee, flexible work arrangements may be available that provide the opportunity for an employee to work from home for agreed periods of their normal week.
- (2) In determining whether an employee may work from home, the decision is to be based on a proper assessment of the work-related requirements of the health service involved and identified employee requirements. This will include consideration of:
  - (a) The effect the decision will have on client service and other workplace relationships;
  - (b) The suitability of the particular position to this type of arrangement;
  - (c) Whether implementation of the arrangement will be cost neutral; and
  - (d) Whether or not the proposal generally meets the requirements of the employer's policy on working from home.
- (3) The employer and the employee are both responsible for meeting occupational safety and health standards at the employee's home workplace.
- (4) The employee must maintain, at all times the security, integrity and confidentiality of the employer's intellectual, informational and physical property.

### **12. - TRAINEESHIPS AND SUPPORTED EMPLOYMENT**

- (1) The parties agree that should either party request, they will develop a traineeships provision to be included in this agreement or to update the existing provision in the Award. Such provision will be designed to facilitate the provision of accredited training to participants in an accredited traineeship or similar scheme.
- (2) Supported wage employment

This subclause defines the conditions that will apply to employees who because of the effects of a disability are eligible for a supported wage under the supported wage system.

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

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

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

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

**"Assessment instrument"** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

- (b) Eligibility
  - (i) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
  - (ii) This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.
- (c) The Union will be advised of any employees who are to be employed pursuant to this subclause, of any trial employment, and of the employees assessed capacity and proposed salary.
- (d) Supported Wage or Individual Skill and Productivity Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to their assessed capacity.
- (e) Assessment of Capacity

For the purpose of establishing the percentage of the appropriate rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed by either:

  - (i) the employer and the Union party to the Agreement, in consultation with the employee or, if desired by any of these;
  - (ii) the employer, an Accredited Assessor and the employee.
- (f) Assessment tools and appropriate percentages

The assessment tools and processes, relationship between relative capacity and salary including the supported wage component, the and minimum payment payable, will be established by agreement between the parties, in consultation with the relevant State and Commonwealth authorities and in light of relevant guidelines and regulations; and, once agreed, will be published as a Department of Health Administrative Instruction

(g) Review of Assessment

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

(h) Other Terms and Conditions of Employment

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

(i) Workplace Adjustment

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

(j) Trial Period

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

### 13. – SALARIES AND PAYMENT

This clause replaces clause 9 – Salaries; clause 10 – Payment of Salaries; and Schedule A - Minimum Salaries, of the award, provided that the classification transition provisions of the award continue to apply to the extent they remain relevant and provided that any amendment to the provisions of the award relating to the classification of a particular classification of employees, whether the amendment is with effect before or after the date of this agreement, shall be read as if this agreement were also amended.

- (1) The minimum rates of salaries to be paid to employees covered by this agreement shall be those set out in sub-clauses (10) and (11). Nothing contained in this agreement shall preclude the payment by way of an allowance an amount in addition to that prescribed for the classification of a position set out in Schedules D, E and F of the Award, the classification transition provisions of the award, and/or as determined by the classification system as the case may be.
- (2) An employee, who is 21 years of age or older on appointment to a position classified within the Level 1/2 range, shall normally commence on the Level 1/2.1 salary point, provided that he/she may be appointed to a higher increment point based on years of adult service, experience, and/or skill.
- (3) Level 1 / 2 Classification
  - (a) From the date of operation of this agreement:
    - (i) all positions previously classified level 1/2 continue to be classified level 1/2;
    - (ii) all positions previously reclassified from Level 1 to Level 2 on the basis of competency and/or criteria progression are classified Level 1/2;
    - (iii) all positions previously classified Level 1 are classified Level 1/2; and
    - (iv) all positions previously classified Level 2 on the basis of workvalue assessments continue to be classified Level 2.
  - (b) The classifications of all position classified at Level 1/2 and Level 2 may be reviewed when they fall vacant or when there is a material change to the duties of the position. The employer shall not change the classification of a position classified at Level 2 to Level 1/2 without prior consultation with the Union.
  - (c) Employees currently paid at what was the top increment of Level 1 for less than 12 months will progress to the next increment in the Level 1/2 range on the next anniversary of their progression to the top increment of Level 1 in accordance with subclause (8)(e).
  - (d) Employees who have been paid at what was the top increment of Level 1 for 12 months or more will progress to the next increment in the Level 1/2 range on and from the date of commencement of this agreement and thereafter the employees anniversary date for increment progression in the Level 1/2 range will be the date of commencement of this agreement.
- (4) Minimum salaries for Specified Callings and Other Professionals
  - (a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the Union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist,

Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, Certified Clinical Perfusionist, Orthoptist, , or any other professional calling as agreed between the Union and employers, shall be entitled to the Annual Salaries set out in subclause (11).

- (b) Subject to paragraph (c) of this subclause , on appointment or promotion to the Level 3/5 under this subclause:
- (i) Employees, who have completed an approved three-year academic tertiary qualification, relevant to their calling, shall commence at the first year increment;
  - (ii) Employees, who have completed an approved four-year academic tertiary qualification, relevant to their calling, shall commence at the second year increment;
  - (iii) Employees, who enter a specified calling having completed an approved Graduate Masters Degree qualifying them for entry to that calling, shall commence on the equivalent increment to the Bachelor degree relevant to their calling;
  - (iv) Employees, who have completed an approved Post Graduate Masters Degree or an approved PhD Degree relevant to their calling, shall commence on the third year increment;

Provided that employees who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.

- (c) The employer and the Union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this subclause and shall maintain a manual setting out such qualifications.
  - (d) The employer in allocating levels pursuant to paragraph (a) of this subclause may determine a commencing salary above Level 3/5 for a particular calling/s.
- (5) Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an “experienced engineer” as defined.

For the purposes of this subclause “experienced engineer” shall mean:

- (a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of The Institution of Engineers, Australia, or who attains that status during service.
- (b) An engineer appointed to perform professional duties who is not a corporate member of the Institution of Engineers, Australia but who possesses a degree or diploma from a University, College, or Institution acceptable to the employer on the recommendation of the Institution of Engineers, Australia, and who -
  - (i) having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four years experience on professional engineering duties acceptable to the employer since becoming a qualified engineer, or
  - (ii) not having a University degree but possessing a diploma recognised by the employer, has had five year’s experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(6) Clinical Psychologists

Notwithstanding anything elsewhere in this clause Clinical Psychologists shall be classified as determined by the Commission and/or as agreed between the Union and the employer.

(7) Medical Terminology Allowance

- (a) For the purposes of this subclause, 'Medical Typist' and 'Medical Secretary' shall mean those employees classified on a classification equivalent to equivalent to Level 1/2, 2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and / or doctors notes of case history summaries, reports or similar material involving a broad range of medical terminology.
- (b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of an amount equivalent to 5.15% of Level 2 increment 3 per annum, which shall be converted to an hourly rate to enable payment:
  - (i) on a fortnightly basis;
  - (ii) on a proportionate basis for a part time employee.
- (c) Notwithstanding any other provision of this subclause, where an employee, classified equivalent to level 1/2, 2, or 3, (other than an employee for whom training or instruction is a formal requirement of their job) has been instructed to provide short-term training or instruction in medical terminology, the employee shall be paid the medical terminology allowance on an hourly basis for the hours so worked.

(8) Payment of salaries

- (a) Salaries shall be paid fortnightly but, where the usual pay day falls on a holiday prescribed in clause 22. – Public Holidays, of this Agreement, payment shall be made on the previous day.
- (b) A fortnight's salary shall be computed by dividing the annual salary rate by 313 and multiplying the result by 12.
- (c) The hourly rate shall be calculated as one seventy-sixth of the fortnight's salary.
- (d) Salaries shall be paid by direct funds transfer to the credit of an account nominated by the employee at such bank, building society or credit union approved by the employer. Provided that where such form of payment is impractical or where some exceptional circumstances exists and by agreement between the employer and the union, payment by cheque may be made.
- (e) Annual increments shall be subject to the worker's satisfactory performance over the preceding twelve months, which shall be assessed according to an agreed system of performance appraisal.
- (f) Notwithstanding subclause (2) of clause 36 – Casual Workers of the Award, a casual worker shall be paid one seventy sixth of the ordinary fortnightly rate of salary prescribed by this agreement for the classification in which the casual worker is employed for each hour so employed with the addition of twenty per centum.

(9) Payment of Allowances

Where an employee is paid an allowance provided under the Hospital Salaried Officers Award No. 39 of 1968 which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement now be calculated using the salary rates as prescribed by this clause.

(10) Minimum salaries and their adjustment are as follows; for all callings other than those specified in Subclause (4);

LEVELS	Previous Rates	\$28.60 Per Week or 3.4%	3.5%	1.65%
	2% from the first pay period commencing on or after 19 July 2003	Whichever is higher on and from 18 January 2004	Increase on and from 1 January 2005	Increase on and from 1 January 2006
	SALARY P/ANNUM	SALARY P/ANNUM	SALARY P/ANNUM	SALARY P/ANNUM
<b>LEVEL 1/2</b>				
under 17 years of age	14,840	15,607	16,153	16,420
17 years of age	17,329	18,224	18,862	19,173
18 years of age	20,228	21,273	22,018	22,381
19 years of age	23,412	24,621	25,483	25,903
20 years of age	26,293	27,651	28,619	29,091
1/2.1	28,883	30,375	31,438	31,957
1/2.2	29,774	31,266	32,360	32,894
1/2.3	30,659	32,151	33,276	33,825
1/2.4	31,544	33,036	34,192	34,756
<b>LEVEL 2</b>				
1/2.5   2.1	32,431	33,923	35,110	35,689
1/2.6   2.2	33,320	34,812	36,030	36,624
1/2.7   2.3	34,341	35,833	37,087	37,699
1/2.8   2.4	35,048	36,540	37,819	38,443
1/2.9   2.5	36,091	37,583	38,898	39,540
<b>LEVEL 3</b>				
3.1	37,324	38,816	40,175	40,838
3.2	38,281	39,773	41,165	41,844
3.3	39,291	40,783	42,210	42,906
3.4	40,898	42,390	43,874	44,598
<b>LEVEL 4</b>				
4.1	41,740	43,232	44,745	45,483
4.2	43,002	44,494	46,051	46,811
4.3	44,297	45,803	47,406	48,188
4.4	46,140	47,709	49,379	50,194
<b>LEVEL 5</b>				



5.1	47,100	48,701	50,406	51,238
5.2	48,419	50,065	51,817	52,672
5.3	49,776	51,468	53,269	54,148
5.4	51,171	52,911	54,763	55,667
<b>LEVEL 6</b>				
6.1	53,862	55,693	57,642	58,593
6.2	55,857	57,756	59,777	60,763
6.3	58,696	60,692	62,816	63,852
<b>LEVEL 7</b>				
7.1	60,213	62,260	64,439	65,502
7.2	62,135	64,248	66,497	67,594
7.3	64,128	66,308	68,629	69,761
<b>LEVEL 8</b>				
8.1	67,040	69,319	71,745	72,929
8.2	69,426	71,786	74,299	75,525
<b>LEVEL 9</b>				
9.1	73,038	75,521	78,164	79,454
9.2	75,549	78,118	80,852	82,186
<b>LEVEL 10</b>				
10.1	78,301	80,963	83,797	85,180
10.2	82,725	85,538	88,532	89,993
<b>LEVEL 11</b>				
11.1	86,258	89,191	92,313	93,836
11.2	89,852	92,907	96,159	97,746
<b>LEVEL 12</b>				
12.1	94,779	98,001	101,431	103,105
12.2	98,108	101,444	104,995	106,727
12.3	101,904	105,369	109,057	110,856
<b>CLASS 1</b>	107,646	111,306	115,202	117,103
<b>CLASS 2</b>	113,388	117,243	121,347	123,349
<b>CLASS 3</b>	119,127	123,177	127,488	129,592
<b>CLASS 4</b>	124,867	129,112	133,631	135,836

## (11) Minimum salaries and their adjustment for Specified Callings and Other Professionals

	<b>Previous Rates</b> 2% from the first pay period commencing on or after 19 July 2003	<b>\$28.60 Per Week or 3.4%</b> Whichever is higher on and from 18 January 2004	<b>3.5%</b> Increase on and from 1 January 2005	<b>1.65%</b> Increase on and from 1 January 2006
<b>LEVELS</b>	<b>SALARY P/ANNUM</b>	<b>SALARY P/ANNUM</b>	<b>SALARY P/ANNUM</b>	<b>SALARY P/ANNUM</b>
<b>LEVEL 3/5</b>				
3/5.1	37,324	38,816	40,175	40,838
3/5.2	39,291	40,783	42,210	42,906
3/5.3	41,740	43,232	44,745	45,483
3/5.4	44,297	45,803	47,406	48,188
3/5.5	48,419	50,065	51,817	52,672
3/5.6	51,171	52,911	54,763	55,667
<b>LEVEL 6</b>				
6.1	53,862	55,693	57,642	58,593
6.2	55,857	57,756	59,777	60,763
6.3	58,696	60,692	62,816	63,852
<b>LEVEL 7</b>				
7.1	60,213	62,260	64,439	65,502
7.2	62,135	64,248	66,497	67,594
7.3	64,128	66,308	68,629	69,761
<b>LEVEL 8</b>				
8.1	67,040	69,319	71,745	72,929
8.2	69,426	71,786	74,299	75,525
<b>LEVEL 9</b>				
9.1	73,038	75,521	78,164	79,454
9.2	75,549	78,118	80,852	82,186
<b>LEVEL 10</b>				
10.1	78,301	80,963	83,797	85,180
10.2	82,725	85,538	88,532	89,993
<b>LEVEL 11</b>				
11.1	86,258	89,191	92,313	93,836
11.2	89,852	92,907	96,159	97,746
<b>LEVEL 12</b>				
12.1	94,779	98,001	101,431	103,105
12.2	98,108	101,444	104,995	106,727
12.3	101,904	105,369	109,057	110,856
<b>CLASS 1</b>	107,646	111,306	115,202	117,103
<b>CLASS 2</b>	113,388	117,243	121,347	123,349
<b>CLASS 3</b>	119,127	123,177	127,488	129,592

<b>CLASS 4</b>	124,867	129,112	133,631	135,836
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#### **14. - OVERPAYMENTS**

- (1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.
- (2) One-off Overpayments  
  
Subject to subclauses (4) and (5) of this clause, one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.
- (3) Cumulative Overpayments  
  
Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.
- (4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.
- (5) The employer is required to notify the employee of their intention to recoup an overpayment and to consult with the employee as to the appropriate recovery rate.

#### **15. - SALARY PACKAGING**

This clause is an agreement entered into in accordance with clause 44 Salary Packaging of the Award and shall be read in conjunction with that clause.

- (1) At the request of an employee, the Employer and the employee may agree to enter into a salary packaging arrangement.
- (2) The employer shall not require an employee to enter into a salary packaging arrangement, provided that this clause will not impinge on any additional employer provided benefits.
- (3) The salary packaging arrangement entered into shall be by separate written agreement with the Employer which sets out the terms and conditions of the arrangement provided that the terms of such agreement shall comply with the terms of this clause.
- (4) Such agreement shall be formulated on the basis that, on balance, there shall be no material disadvantage of the employee concerned, and shall be cost neutral in relation to the total employment cost the Employer.
- (5) The salary packaging arrangement must comply with relevant taxation laws and the Employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

- (6) An employee may elect to cancel any salary packaging arrangement by giving a minimum of four weeks notice.
- (7) The Employer may elect to cancel any salary packaging arrangement by giving minimum of four weeks notice if the Employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the Employer cannot retrospectively cancel any salary packaging arrangement.
- (8) Notwithstanding subclauses (6) and (7) the Employer and the employee may agree to forgo the notice period.
- (9) The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.
- (10) Any dispute arising from the operations of this clause will be dealt with in accordance with the relevant dispute settlement provisions.

## **16. - HOURS**

This clause replaces clause 13. - Hours, of the Award.

### Hours – Generally

- (1) (a) Ordinary hours may be worked by an arrangement provided for in this subclause, or by such other flexible work arrangements as are agreed between the employer and the employees concerned provided the arrangement is either:
  - (i) consistent with the arrangements and parameters for ordinary hours prescribed in this clause; or
  - (ii) shall, where the proposed arrangement of hours of work fall outside the parameters set out in this clause, be subject to ratification by the Western Australian Industrial Relations Commission and not be implemented until so ratified.
- (b) The ordinary full time hours of work shall be an average of thirty eight per week which will usually consist of 5 working days of 7 hours and 36 minutes.
- (c) For employees other than shift workers the spread of ordinary hours shall be worked between 6.00 am and 6.00 pm Monday to Friday inclusive.
- (d) Standard ordinary hours shall be up to 7 hours 36 minutes per day, and 38 hours per week.
- (e) Subject to meal breaks and Subclause (2)(a) of this clause, prescribed hours are to be worked in one continuous period. Accordingly, there will be no split shifts other than where a hospital or health service and an employee entered into an alternative arrangement involving discontinuous shifts prior to 1 December 1998, that arrangement may continue under this agreement until such time as the employee concerned moves from the position or ceases to work such an arrangement..

- (f) The provisions of this clause do not prevent an employer from reviewing the hours of work in a work area in order to better meet service and operational requirements or from introducing changed hours arrangements as a result of such review.
- (g) Where a definite decision has been made to significantly alter the hours arrangements of employees, whether by initiative of the employer or of employees, the employer shall, in accordance with clause 38. – Consultation / Introduction of Change of this agreement, discuss this with the employees who may be affected and advise the Union.
- (h) Definitions

For the purposes of this clause:

- (i) "a month" means a period of 4 consecutive working weeks;
- (ii) "a 19 day month" means a system of work where the ordinary hours of duty of 152 hours a month are worked over nineteen days of the month, with each ordinary day, subject to any flexi time arrangement, consisting of 8 hours.
- (iii) "a 9 day fortnight" means a system of work where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, with each ordinary day, subject to any flexi time arrangement, consisting of 8 hours and 27 minutes.

(2) Meal breaks

The provisions of this subclause apply generally.

- (a) Meal breaks shall be of not less than 30 minutes nor more than 60 minutes provided that, with the agreement of the employer, flexitime off may be taken in conjunction with a meal break in which case the meal break shall not be more than three hours, provided further that an employee may not be directed to take flexitime off in conjunction with a meal break.
- (b) Meal breaks do not count as hours worked.
- (c) Subject to paragraph (e), the lunch break shall be taken between 11.00 am and 2.30 pm.
- (d) Subject to paragraphs (c) and (e) of this subclause, employees shall not be required to work more than five hours continuously without a meal break, provided that employees working an 11 or 12 hour shift arrangement may not be required to work more than six hours without a meal break.
- (e)
  - (i) Where an employee is not able to take a meal break of 30 minutes as a result of a direction of their employer, the employee shall be paid one half hour at the relevant overtime rate in lieu of a meal break.
  - (ii) Where an employee is directed to be on-call during their meal break the employee shall be paid one half hour at ordinary rates. This payment shall be in lieu of the payment prescribed in placitum (i) of this subclause or any other on-call payment.
  - (iii) An employee who is directed to be on call during their meal break may be directed to remain on the employer's premises.

- (iv) Where agreed between the employer and the Union, a payment as prescribed in either or both placitum (i) and/or (ii) of this paragraph may be commuted and take the form of an agreed regular, averaged payment, which on balance is not less than what would otherwise be paid under placitum (i) and (ii) of this paragraph.
  - (v) The allowances payable under placitum (ii) and (iii) of this paragraph are in lieu of payment of overtime worked during the meal break.
- (3) Medical Imaging Technologists
- (a) This provision replaces clause 12. – X-ray Staff, of the Hospital Salaried Officers Award No. 39 of 1968.
  - (b) Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis. Calculations for flexi-time, a 9 day fortnight or a 19 day month will be calculated accordingly.

#### Flexible Work Arrangements

- (4) Principles and commitment to flexible working hours arrangements.
- (a) The parties to this Agreement support the adoption of flexible working hours arrangements with a view to improving the operational efficiency and effectiveness of the health service and making the health service a better and more attractive employer.
  - (b) The purpose of this clause is to provide a framework within which agreed hours arrangements may be worked and changes to hours arrangements necessitated by service requirements may be made.
- (5) Implementation of flexible working hours
- (a) The provisions of this clause are to be applied on the basis that while service delivery requirements have primacy, hours arrangements are to be applied equitably so that as far as is practicable and reasonable both service requirements and, employee needs are facilitated.
  - (b) Subject to the provisions of this clause, the employees and employer may agree to review the current roster patterns for employees in a work area with a view to where practicable allowing employees to work flexible hours and provide the health service with staffing arrangements that facilitate operational efficiency and effectiveness.
  - (c) The hours arrangements are to be agreed between the employees concerned and the line manager and are to be structured in such a way that they take into account operational requirements of the health service, the employee's family, community, and personal responsibilities, and minimum staffing requirements.
  - (d) The operation of a flexible working hours system can include, but shall not be limited to, any method or mix of flexible work arrangement available under this agreement including: a 9 day fortnight, 19 day month, flexitime, modified standard hours, shifts of up to 12 hours or an appropriate mix of arrangements.

- (e) Where it is unsuitable or impracticable for one particular hours arrangement to be applied to everyone in a work area or department, arrangements may be made to enable the aspirations of the work area for flexible work arrangements to be met using a variety of hours arrangements rather than a single arrangement.

(6) Shifts of up to 12 Hours

Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours, continuous except for meal breaks, may be worked provided the average ordinary hours worked in a shift cycle or settlement period does not exceed an average of 38 per week.

- (a) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined.
- (b) The rostered hours will be clearly defined.
- (c) The arrangement shall allow for a minimum of one clear day off in each 7 days.
- (d) The arrangement may allow for additional time off in lieu of penalty rates.
- (e) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working regular overtime or on a public holiday.
- (f) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the shift agreement shall on balance be no less favourable than those prescribed by this Agreement.
- (g) The Union will be advised of any such proposed working arrangement prior to it being implemented.

Any agreement reached pursuant to this subclause or similar provision of any predecessor agreement shall continue to operate unless otherwise specified either in the agreement made pursuant to such provision or in any agreement or award replacing this agreement.

(7) Flexitime and Flexible Work Arrangements

- (a) The arrangement may include a mixture of rostered and flexibly taken time off. The terms "flexitime off" and "flexi-leave" may be used interchangeably in this clause.
- (b) Subject to the constraints of the agreed work arrangement and any associated roster, and the constraints of this agreement in regard to ordinary hours and meal breaks, employees may select their own starting and finishing times with the approval of the line manager.
- (c) The arrangements may include core periods when attendance at work is required.
- (d) Subject to Subclause (6), a maximum of 10 ordinary hours may be worked in any one day.
- (e) Settlement Period
  - (i) The average ordinary hours of duty shall cover a rolling settlement period of four weeks.
  - (ii) The settlement period shall commence at the beginning of a pay period.

- (iii) Subject to the following, a minimum of 144 hours, less rostered and or flexi-time off, and a maximum of 168 ordinary hours may be worked in any flexi period.
- (f) Credit Hours
- (i) Credit hours, which are hours in excess of the 152 hours per four weeks, up to a maximum of 16 may be accrued and carried forward.
  - (ii) Credit hours in excess of 16 hours shall be lost, provided that where the employer directs an employee to work additional hours such additional hours will be deemed authorised overtime and paid accordingly.
  - (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.
  - (iv) Agreement to clear credit hours will not be unreasonably withheld.
- (g) Debit Hours
- (i) Debit hours, which are hours below the 152 hours per four weeks, to a maximum of 8 hours may be accrued and carried forward.
  - (ii) Where an employee's debit hours exceed 8 hours, the employer may debit those hours in excess of 8 hours from the employee's pay as if the time was leave without pay; or the employee may be required to work additional hours at ordinary rates in order to reduce the debit to 8 hours.
  - (iii) Whether or not to allow an employee to accrue more than 8 debit hours during a settlement period is entirely at the discretion of the employer.
- (h) Nineteen day month, nine day fortnight and flexitime arrangements
- A nineteen day month or a 9 day fortnight arrangement may be worked either separately or in conjunction with a flexible work arrangement.
- (8) Taking of Flexi/Rostered Time Off
- (a) Where the arrangement includes rostered time off, the roster for such days off shall be prepared in consultation with the employees concerned and will show the days and hours of duty and rostered days off for each employee.
  - (b) While the rostered day off would usually be taken within each roster cycle, however, alternative arrangements for the taking of rostered days off may be made.
  - (c) When a public holiday falls on an employee's rostered day off the employee shall be granted a day in lieu of the holiday.
  - (d) Where time off is to be taken as rostered time off the employer may only direct an employee to be rostered for a single day off at a time provided that at the option of the employee and with the agreement of the employer more or less than a single consecutive day may be rostered off.



- (e) Where flexi-time off is to be taken employees may request any reasonable increment of time off provided that the employer may not require an employee to take less than half a day nor more than a day off at any one time.
  - (f) Except in the case of flexible starting and finishing times, reasonable notice may be required in regard to the taking of flexi-leave, provided that not more than two weeks notice may be required.
- (9) Changing Rostered and/or Agreed Time off.
- (a) Rostered and/or agreed time off may be changed by agreement at the request of the employee.
  - (b) Where a rostered day off has been rostered or agreement has been made between the employee and the employer in regard to the taking of flexi-time off, and for pressing operational reasons the employer can no longer agree to the employee taking such time off, the following shall apply:
    - (i) Where less than three days notice is given the employer will pay overtime for the day or for the period of agreed time off, as the case may be, unless the employee freely proposes that an alternative arrangement for taking the time be agreed and the employer and employee agree as to when that will be; or
    - (ii) Where more than three days notice is given, at the option of the employer, either, an alternative arrangement for the taking of the rostered time off will be agreed, or the employer may pay overtime.
  - (c) In making a decision to change rosters or withdraw agreement to the taking of flexi time off, and in addressing a request for such a change, the employer and the employees will give particular consideration to the factors listed in Subclause (5)(c) of this clause.
- (10) Sick leave, public holidays, and annual leave
- (a) For the purposes of sick leave a day shall be credited at the rostered or nominated hours for the day of leave taken.
  - (b) An employee who is sick on a rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.
  - (c) An employee who is sick while on flexitime off will be re-credited their flexitime, the day will be treated as a standard day and the employee will be debited a standard days sick leave or part thereof.
  - (d) For the purpose of public holidays a day shall be credited at the standard hours, or rostered ordinary hours, whichever is greater and treated as a work day for the purpose of accumulating rostered days off.
  - (e) In the case of:
    - (i) a 19 day month, a four week annual leave entitlement is equivalent to 152 hours, that is, equivalent to nineteen rostered working days of 8 hours, and one rostered day off.

- (ii) a 9 day fortnight, a four week annual leave entitlement is equivalent to 152 hours, that is, equivalent to eighteen rostered working days of 8 hours 27 minutes, and two rostered days off.
- (f) In the case of a flexitime only work arrangement, for the purpose of leave and public holidays, a day shall be credited as 7 hours 36 minutes.

(11) Overtime

Subject to the parameters for ordinary hours set out in this clause, and to the applicable award and/or agreement provisions for part time employees, the provisions of the relevant overtime clause shall apply for time worked at the direction of the employer:

- (a) in excess of agreed rostered hours; or,
- (b) where there are no set rostered hours, prior to the agreed and nominated normal starting time or after the agreed and nominated normal finishing time; or,
- (c) where there is no nominated starting or finishing time, time in excess of 7 hours 36 minutes on that day or shift, shall be paid as overtime, provided that 8 hours or 8 hours 27 minutes will be substituted for 7 hours 36 minutes where a 19 day month or 9 day fortnight respectively is the basis of any associated rostered day off working system.

(12) Flexi-days off in conjunction with annual leave

Employees may be allowed, with the agreement of their manager, the option to accrue the time equivalent to two days or two flexi days, as the case may be, which may be taken in conjunction with a period of annual leave of not less than one week — the week's leave may include a public holiday.

(13) Individual flexible work arrangement

The purpose of this subclause is to facilitate an arrangement for an employee who, for reasons of their convenience, wishes to work ordinary hours on a day or at times when the employer would but for this subclause be liable to pay shift allowances and so be disinclined to agree to the employee's otherwise reasonable request.

- (a) On written advice from the employee, the employer may agree to the employee working ordinary hours without shift allowances at times or on days when such allowances would otherwise apply provided that:
  - (i) the minimum, maximum and average number of ordinary hours, the maximum number of days worked in any four week cycle, and meal breaks are consistent with the relevant requirements set out under this clause; and
  - (ii) the employer may not make the working of such hours by such arrangement a condition of employment of the employee or of filling the position.
- (b) Where the working of such hours is an actual or implied condition of employment an employee may not agree to work such hours without appropriate allowances and/or penalty rates applying.

(14) Study leave

Credits for study leave will be given for educational commitments falling due between an employee's nominated or rostered starting and finishing times for ordinary hours of duty.

(15) Adjustment of termination pay

If at the termination of an employee the employee has flexitime or rostered days off in credit, the time in credit will be paid out at ordinary time rates; or should the employee have accrued debit hours, the employer may deduct the debit, calculated at ordinary time rates, from the employee's termination pay.

## 17. - OVERTIME

This clause replaces clause 14. – Overtime of the Award.

- (1) Subject to the provisions of subclauses (3) and (11) of this clause and, except as provided in subclause (2) of this clause, all time worked at the direction of the employer outside an employee's ordinary working hours shall be paid for at the rate of time and a half for the first three hours and double time thereafter.
- (2)
  - (a) Subject to the provisions of subclauses (3) and (11) of this clause all time worked at the direction of the employer outside an employee's ordinary working hours on any day between midnight and 6.00 a.m. or on a Saturday after 12.00 noon or on a Sunday shall be paid for at the rate of double time.
  - (b) Subject to the provisions of subclauses (3) and (11) of this clause all time worked at the direction of the employer outside an employee's normal hours of work or ordinary hours in the case of a shift worker on a public holiday observed in accordance with clause 22. – Public Holidays of this Agreement shall be paid at the rate of double time and a half of the ordinary time rate.
- (3) Subclauses (1) and (2) of this clause shall not apply in respect of any day on which the time worked, in addition to the ordinary hours, is less than 30 minutes.
- (4) In lieu of payment for overtime an employee, on request, may be allowed time off proportionate to the payment to which the employee is entitled but if the employee so requests in writing he/she shall be allowed such time off up to a maximum of five days in each year of service. Time off shall be taken at a time convenient to the employer.
- (5) Notwithstanding anything contained elsewhere in this clause an employee, whose salary exceeds that determined from time to time as the maximum payable to an employee at Level 6, shall -
  - (a) Be entitled to the benefit of the provisions of this clause if he/she is rostered to work regular overtime or is instructed by the employer to hold himself/herself on-call in accordance with the provisions of subclause (10) of this clause.
  - (b) In all other cases but subject to the provisions of subclause (3) of this clause, be allowed time off equivalent to the overtime worked. Such time off shall be taken at a time convenient to the employer.
- (6) Payment for overtime shall be computed on the rate applicable to the day on which the overtime is worked which shall include any loading for afternoon or night shift, provided that with the

exception of overtime worked on public holidays the maximum rate payable under this Award shall not exceed double the ordinary time rate.

- (7) For the purpose of assessing overtime each day shall stand alone.
- (8) An employee required to work overtime beyond 2.00 p.m., or beyond 7.00 p.m. on any day shall be allowed an unpaid break of at least thirty minutes between 12.00 noon and 2.00 p.m. or between 5.00 p.m. and 7.00 p.m. as the case may be.
- (9) (a) Subject to the provisions of paragraph (b) of this subclause an employee, other than one accommodated at the hospital, who is recalled to work for any purpose shall be paid a minimum of three hours at the appropriate overtime rate but the employee shall not be obliged to work for three hours if the work for which the employee was recalled is completed in less time, provided that if an employee is called out within three hours of starting work on a previous call he/she shall not be entitled to any further payment for the time worked within that period of three hours.
- (b) Where an employee, other than one accommodated at the hospital, is recalled to work for any purpose, within three hours of commencing normal duty, the employee shall be paid at the appropriate overtime rate for that period up until the commencement time of normal duty, but the employee shall not be obliged to work for the full period if the work for which he/she was recalled is completed in less time.
- (c) Where an employee is recalled to duty in accordance with paragraphs (a) or (b) of this subclause, then the payment of the appropriate overtime rate shall commence from:
- (i) In the case of an employee who is on-call, from the time he/she starts work;
- (ii) In the case of an employee who is not on-call, time spent travelling to and from the place of duty where the employee is actually recalled to perform emergency duty shall be included with actual duty performed for the purpose of overtime payment.
- Provided that where an employee is recalled within three hours of commencing normal duty, only time spent in travelling to work shall be included with actual duty for the purpose of overtime payment.
- (d) An employee other than one accommodated at the hospital shall, if recalled to work:
- (i) Except as provided in placitum (ii) of this paragraph, be provided free of charge with transport from his/her home to the hospital and return or, be paid the vehicle allowance provided in clause 20. – Motor Vehicle Allowance, of the Award.
- (ii) If recalled to work within three hours of commencing normal duty and the employee remains at work, he/she shall be provided free of charge with transport from his/her home to the hospital or, be paid the vehicle allowance provided in clause 20. – Motor Vehicle Allowance, of the Award for the journey from the employees home to their place of work.
- (10) (a) For the purposes of this Agreement an employee is on-call when directed by the employer to remain at such a place as will enable the employer to readily contact him/her during the hours when he/she is not otherwise on duty. In so determining the place at which the employee shall remain, the employer may require that place to be within a specified radius from the hospital.

- (b) An employee shall be paid an hourly allowance equal to 18.75% of 1/37.5th of the minimum weekly salary rate prescribed from time to time for a Medical Scientist. Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this clause when the employee is recalled to work.
  - (c) Where the employer determines that there is a need for an employee to be on call or to provide a consultative service and the means of contact is to be by telephone or telepage, the employer shall where the telephone is not already installed bear the cost of such installation.
  - (d)
    - (i) Where the employee pays or contributes towards the payment of the rental of such telephone the employer shall pay the employee an amount being a proportion of the telephone rental calculated on the basis that for each seven days on which an employee is required to be on call, the employer shall pay the employee 1/52nd of the annual rental paid by the employee.
    - (ii) Provided that where as a usual feature of the work an employee is regularly required to be on call or to provide a consultative service the employer shall pay the full amount of the telephone rental.
  - (e) Where the employer determines that the means of contact is to be by a telepage, mobile phone or similar device the employer shall supply such device to the employee at no cost to the employee.
  - (f) Where the employer determines otherwise or it is not possible to contact an employee by telephone or telepage, the employer may send a taxi to the employee's residence or such other place with instructions for the employee to return to work.
- (10a) Notwithstanding subclause (9) of this Clause, the following shall apply where an Information and Communication Technology (ICT) Officer rostered on call, is required to perform work whilst on call and performs that work from his/her place of residence or other location of the employees choice other than their normal place of employment. For the purposes of this clause, any Hospital or Health Service site is considered a normal place of employment, except for Health Service on site accommodation occupied by the employee, which shall be considered a place of residence.
- (a) In addition to being paid the on call allowance, the ICT Officer shall be paid a minimum of one hour at the appropriate overtime rate per period of on-call where the employee is directed to perform work.
  - (b) Where the ICT Officer is contacted on more than one occasion during a single on call shift, and the work performed as a result of these calls takes one hour or less in total, one hour will be paid for that shift.
  - (c) Where the ICT Officer is required to perform work during a single on call shift for a total of more than one hour, the ICT Officer shall be paid for the actual time worked at the applicable overtime rate.
  - (d) Where the employer agrees, an employee may elect to accrue overtime entitlements gained under this subclause as time off in lieu, to be taken in conjunction with a period of approved leave.
  - (e) The essential tools and facilities required to enable the employee to perform the work remotely in accordance with this subclause shall be provided by the employer.
  - (f) This subclause has effect on and from 24 October 2005.

In all other cases the provisions of subclause (9) apply to on call worked by an ICT employee.

- (11) An Engineer or Maintenance Officer working singly in a hospital may be required by the hospital to hold themselves available for duty outside normal working hours in accordance with the following provisions -
- (a) No restriction shall be placed on the Engineer's (or Maintenance Officer's) movements but he/she shall be required to advise the hospital of his/her whereabouts while he/she remains in the metropolitan area or in the country town in which he/she is employed.
  - (b) Before the Engineer (or Maintenance Officer) leaves the metropolitan area or the country town in which he/she are employed, at any time outside normal working hours, he/she shall advise the hospital of the following:
    - (i) the present condition of the engineering services in the hospital,
    - (ii) the name of any hospital worker or private tradesman who may be contacted in the event of an emergency,
    - (iii) where he/she will be located in his absence and how he/she may be contacted if necessary, to provide advice and consultation,
    - (iv) the approximate duration of the proposed absence.
  - (c) In lieu of payment of any allowance for being required to hold themselves available for duty outside normal working hours and any overtime worked, each Engineer or Maintenance Officer working singly in a hospital shall be entitled to an additional two weeks' leave per annum with pay and an allowance equivalent to 7% of the level 4 point 4 salary.
- (12) (a) An Engineer employed at Royal Perth Hospital, Sir Charles Gairdner Hospital, Princess Margaret Hospital, Fremantle Hospital or King Edward Memorial Hospital rostered for on-call duty shall be available at all times for duty outside ordinary working hours.
- (b) In lieu of payment of the prescribed allowance and any overtime worked each Engineer shall be entitled to an additional two weeks' leave per annum with pay and an allowance equivalent to 4% of the Level 5 point 3 salary.
- (13) A Medical Imaging Technologist employed at a hospital employing no more than two Medical Imaging Technologists may be required by the employer to hold himself/herself available for duty outside of normal working hours in accordance with the following provisions:-
- (a) No restriction shall be placed on the Medical Imaging Technologist's movements but he/she shall be required to advise the hospital of his/her whereabouts while he/she remain in the metropolitan area or in the country town in which he/she is employed.
  - (b) Before a Medical Imaging Technologist leaves the metropolitan area or the country town in which he/she is employed, he/she shall advise the hospital of where he/she may be located in his/her absence, how he/she may be contacted if necessary and the approximate duration of his/her proposed absence.
  - (c) Subject to paragraph (d) of this subclause the Medical Imaging Technologist shall be available to provide an emergency service only and shall only be called into work by a Doctor who is giving treatment and who, in the course of that treatment, determines that x-rays are required urgently to ensure the proper care and management of the patient.

- (d) Where, because of the nature of the emergency treatment being given, it is not possible for the Doctor to personally contact the Medical Imaging Technologist, another person may contact the Medical Imaging Technologist and request the Medical Imaging Technologist's attendance on the Doctor's behalf.
  - (e) A Medical Imaging Technologist called into work in accordance with paragraphs (c) and (d) of this subclause shall attend at the required location to perform the service as soon as practicable following receipt of the call.
  - (f) A Medical Imaging Technologist who is required by the employer to hold themselves available for duty outside of normal working hours in accordance with this subclause shall be entitled to an allowance equivalent to 11.5% of the minimum weekly salary rate prescribed from time to time for a Medical Imaging Technologist
  - (g) A Medical Imaging Technologist who is required by the employer to hold himself/herself available for duty outside of normal working hours and who is recalled to work shall be paid overtime at the appropriate overtime rate in accordance with this clause.
  - (h) A Medical Imaging Technologist who is required by the employer to hold himself/herself available for duty outside of normal working hours in accordance with this subclause may also be placed 'on call' by the employer in accordance with the 'on call' provisions contained in subclause (10) of this clause. Payment for any such 'on call' duties shall be at the rate prescribed in subclause (10) (a) (ii) of this clause, and shall be in addition to the availability allowance prescribed in paragraph (f) above.
  - (i) Notwithstanding the foregoing provisions of this award where the employer and the Union agree, in writing, emergency availability services may be provided in those hospitals where more than two Medical Imaging Technologists are employed.
- (14) Notwithstanding the foregoing provisions of this clause, where the employer and the Union agree, in writing, other arrangements may be made for compensation in lieu of payment of overtime, on call and/or availability, provided further that notwithstanding any other provision of this agreement during the life of this agreement rights are reserved to either party to seek to update, and/or vary the provisions applying to availability for the employees described in subclauses (11), (12) and/or (13) of this clause, or for any new class of employees or to update and/or vary the operation of on call provisions either by agreement, arbitration and/or award amendment, and, where appropriate, agree to amend this agreement to reflect any agreed or arbitrated outcomes.
- (15) (a) Where an employee performs overtime duty after the time at which normal hours of duty end on one day and before the time at which normal hours of duty are to commence on the next succeeding day which results in the employee not being off duty between these times for a continuous period of not less than ten hours, the employee shall be entitled to be absent from duty without loss of salary, until from the time the employee ceased to perform overtime duty the employee has been off duty for a continuous period of ten hours.
  - (b) Provided that where an employee is required to return to or continue work without the break provided in paragraph (a) of this subclause, then the employee shall be paid at double the ordinary rate until released from duty, or until the employee has had ten consecutive hours off duty without loss of salary for ordinary working time occurring during such absence.
  - (c) Where an employee (other than a casual employee or an employee engaged on continuous shift work) is called into work on a Sunday or holiday preceding an ordinary working day, the employee shall, whenever reasonably practicable, be given ten consecutive hours off

duty before the employee's usual starting time on the next day. If this is not practicable then the provision of paragraph (b) shall apply.

- (d) The provisions of this subclause shall apply in the case of shift employees who rotate from one shift to another, as if eight hours were substituted for ten when overtime is worked for the purpose of changing shift rosters.

(16) Employees On Call

- (a) Eight hour minimum break for employees on call

- (i) Where an employee who is on call performs overtime duty, they shall be provided with a continuous break of not less than eight hours immediately prior to the commencement of normal hours of duty on their next succeeding working day. In the event that such break is not provided, the employee shall be entitled to be absent from duty without loss of salary, until from the time the employee ceased to perform overtime duty the employee has been off duty for a continuous period of eight hours.

- (ii) Provided that where an employee who is on call is required to return to or continue work without the break provided in sub-paragraph (i) of this paragraph, then the employee shall be paid at double the ordinary rate, or the appropriate overtime rate, which ever is higher, until released from duty, or until the employee has had eight consecutive hours off duty without loss of salary for ordinary working time occurring during such absence.

- (iii) Where an employee who is on call (other than a casual employee) is called into work on a Sunday or holiday preceding an ordinary working day, the employee shall, whenever reasonably practicable, be given eight consecutive hours off duty before the employee's usual starting time on the next day. If this is not practicable then the provision of sub-paragraph (ii) of this paragraph shall apply.

- (iv) Provided sub-paragraphs (i), (ii) and (iii) of this subclause shall not apply where an employee is recalled to work within three hours of the usual commencement time of their normal duty and they have had a continuous break of at least eight hours immediately prior to the commencement of that call back duty. In this event the provisions of subclause (9)(b) of this clause shall apply.

- (b) For the purposes of this clause, an employee is on call when the employee is directed by the employer to remain at such a place as will enable the employer to readily contact the employee during the hours when he/she is not otherwise on duty. In so determining the place at which the employee shall remain, the employer may require that place to be within a specified radius from the hospital and be contactable by telephone, or by employer provided mobile phone, telegage or similar communications device.

- (c) Notwithstanding the provisions of paragraphs (a) and (b) of this subclause, where the employer and the Union agree in writing, other arrangements may be made to ensure an adequate break for employees on call. Such arrangement shall not be to the detriment of the health, safety and welfare of the employee(s) concerned and shall take into account the welfare and safety of patients requiring urgent attention.



(17) Reasonable Overtime

- (a) Subject to paragraph (b) of this subclause an employer may require any full time or regular part-time employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) any other relevant matter.

**18. - PART-TIME EMPLOYEES**

This clause replaces clause 34. – Part-Time Workers of the Award.

- (1) (a) Notwithstanding anything contained in this Agreement or in the Award an employee may be regularly employed to work less hours per week than are prescribed in clause 16. - Hours of this agreement and such hours may be worked in less than five days per week.
- (b) The employer may vary the ordinary hours of a part-time employee where the employee consents in writing provided that the employer shall give the part-time employee 48 hours notice of such variation in hours. For periods of less than 48 hours notice, payment for the hours in addition to the ordinary hours shall be paid in accordance with clause 17. – Overtime, of this Agreement.
- (2) Part-time employees shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.
- (3) When an employee is employed under the provisions of this clause, the employee shall be entitled to the same leave, penalties and other conditions as prescribed in the Agreement and/or Award for full-time employees, with payment being in the proportion to which the employee's weekly hours bear to the weekly hours of an employee engaged full-time in that class of work.
- (4) Upon the request of the Secretary, the employer shall advise the Secretary of the Union within twenty-eight days of such request as to the offices occupied, the days on which and number of hours worked by those employees employed in a part-time capacity.
- (5) Notwithstanding the provisions of clause 19. - Shift Work, of this Agreement, for employees employed part-time in accordance with this clause, "Day Shift" shall include a shift which commences after 12.00 noon and finishes ordinary hours before 6.00pm.

- (6) The minimum duration of a shift for a part-time employee shall be 3 hours, except where agreed otherwise in writing between an employee and an employer because of the particular circumstances that apply and provided that at any time the Union may seek a review of any such special arrangement.
- (7) A part-time employee classified above the 20 years of age rate as defined by the Hospital Salaried Officers Award No. 39 of 1968 shall accrue service towards progression onto subsequent salary increments within a salary level as follows:
- (a) Service between 1 July 1996 and 31<sup>st</sup> December 2003 shall continue to be recognised on the basis of the manner in which it was accrued for each particular employee under the Agreements that applied at the time of accrual.
  - (b) For all service from or after 1 January 2004 for the purposes of assessing progression onto subsequent salary increments within a salary level shall be accrued on the basis of years worked.
  - (c) For all service prior to 1 July 1996 increments accrued in accordance with the relevant award provisions applying at that time, which, in effect meant as for employees from on or after 1 January 2004 set out in paragraph (b) of this subclause.
- (8) Part-Time Flexibility for Relief
- (a)
    - (i) The purpose of this provision is to provide those part time employees who wish to access it with the opportunity to work additional hours by covering short-term relief requirements of the employer.
    - (ii) While relief for vacancies will normally be provided from full time relief staff, where that is not possible, opportunities for relieving vacancies will be offered on an equitable basis to available, suitably qualified part time staff.
    - (iii) Where the numbers of suitably qualified and available part time staff warrant it, they shall form a relief pool for the purposes of this subclause.
  - (b) The purpose of the relief pool is to identify a pool of available and appropriately trained employees to provide staffing relief for absences of other workers while reducing the need for employers to resort to the use of casuals to provide adequate relief cover. It is envisaged relief under this subclause will be required for absences occasioned by matter such as:
    - Brief periods of unplanned absence;
    - Sick leave;
    - Time in lieu;
    - Annual leave;
    - Long service leave.
  - (c) This provision applies to part time workers only
  - (d) For the purposes of this subclause, as applicable, a pool or pools of staff qualified for the work to be relieved, will be formed.
  - (e) Relief will be provided for absences of both part time and full time employees.

- (f) The pool will consist of only those employees who indicate their willingness to participate in the pool and to accept the modified terms and conditions applying to its operation those terms being set out in Paragraph (g) of this subclause.
- (g)
  - (i) Notwithstanding the provision of subclause (1)(b) of this clause, and subject to paragraphs (b), (c) and (d) of this subclause, where a part-time employee has previously indicated in writing a willingness to work extra hours and or extra shifts such employee may work up to 76 hours per fortnight at ordinary rates of pay without receiving prior notice.
  - (ii) The indication given by an employee of their willingness to work extra hours may be withdrawn at any time, provided such advice is given in writing.
  - (iii) An indication by an employee of his/her willingness to work additional hours does not oblige the employee to work additional hours if they are offered by the employer. Accordingly, the employee may refuse to work any additional hours offered to them and may not be required to give any reasons for so refusing. Any such refusal is without prejudice to the employee.
  - (iv) The employer may not make it a condition of employment that an employee agree to make themselves available to work additional hours.
  - (v) Consistent with the operation of this Agreement there will be no rostered split shifts.

(9) Changing Employment Status

- (a) Subject to the provisions of this subclause, an employee may seek to temporarily or permanently increase their hours, reduce their hours and or to job-share.
- (b) Such a request will not be granted automatically. The request is subject to the agreement of the employer, taking into consideration both the organisation's needs and capacities and the employee's needs, capacities and reasons for requesting the change in employment status.
- (c) Where the proposed change in hours is temporary and particularly in the case of a temporary reduction of hours in order to meet family, elder care, personal health, or requirements for graduated return to work following recovery from illness or injury, the employer will take all reasonable steps to accommodate the request of the employee in either their current position or temporarily in an alternative position.
- (d) Factors and circumstances to be considered shall include but are not limited to:
  - (i) suitability of the work/job role;
  - (ii) the availability of suitable work;
  - (iii) whether the request is for a temporary or permanent change;
  - (iv) employee's reasons for requesting the change, e.g., family responsibilities, nearing retirement, returning from maternity leave, returning from injury or illness, changed family circumstances, wellbeing of the employee, financial issues and the like;

- (v) employee's skills and suitability for job share eg well developed communication skills and organisational skills.
- (e) Operational requirements i.e., patient/client needs. Efficient and effective delivery of service should not be unduly compromised

## **19. - SHIFTWORK**

This clause replaces Clause 28 'Shift Work' of the Award.

- (1) For the purposes of this clause:
  - (a) "Day Shift" shall mean a shift which commences after 6.00 a.m. and before 12.00 midday.
  - (b) "Afternoon shift" shall mean a shift which commences at or after 12.00 midday and before 6.00 p.m.
  - (c) "Night shift" shall mean a shift which commences at or after 6.00 p.m. and before 6.01 a.m.
- (2)
  - (a) The loading on the ordinary rate of pay for an employee who works an afternoon shift shall be 12.5%, provided that as a result of this clause coming into operation, no employee shall receive a lesser shift allowance than they would have prior to this clause coming into operation.
  - (b) The loading on the ordinary rate of pay for an employee who works a night shift shall be 20%.
- (3)
  - (a) Shift work performed during ordinary hours from midnight Friday night to Midnight Saturday night shall be paid at the rate of time plus 50%.
  - (b) Shift work performed during ordinary hours from midnight Saturday night until Midnight Sunday night shall be paid at the rate of time plus 75%.
  - (c) Shift work performed on public holidays shall be paid in accordance with subclause (5) of clause 22. - Public Holidays, of this agreement.
- (4) The rates prescribed in Subclause (3) shall be in substitution for and not cumulative on the rates prescribed in Subclause (2) of this clause.
- (5) Work performed by an employee in excess of the ordinary hours of their shift, or on a rostered day off shall be paid for in accordance with clause 19. - Overtime, of this agreement.

## **20. - ANNUAL LEAVE**

This clause replaces clause 16. - Holidays and Annual Leave, of the award from and including subclause (4) onwards.

The provisions of this clause do not apply to casual employees.

- (1) Except as hereinafter provided a period of four consecutive weeks' leave shall be allowed to an employee by the employer after each period of twelve months' continuous service with the employer.

#### Taking of Leave

- (2) Subject to the provisions of this clause, annual leave shall be taken by mutual agreement provided that:
  - (a) subject to the provisions of this agreement no employee may be required to take a period of less than four consecutive weeks of leave.
  - (b) an employee is expected to take annual leave in the year immediately following the anniversary date upon which the leave became due.
  - (c) the scheduling of annual leave should be as a result of consultation between the employer and the employee.
  - (d) if the employee refuses to enter into discussions in relation to the taking of annual leave the employer may roster the employee off for a period of annual leave.
- (3)
  - (a) An employee, who has accumulated in excess of two years' annual leave entitlement and who has been advised accordingly by the employer, may be required to take sufficient leave prior to the next entitlement becoming due to ensure that their entitlement does not exceed two years' entitlement.
  - (b) When determining whether a part time employee has accrued in excess of 2 years annual leave entitlement, each year's accumulated leave shall be calculated on the basis of average ordinary weekly hours worked over that year of service.
- (4) An employee who fails to take the leave as specified in subclause (3) of this clause may have any entitlements in excess of two years paid out at the current rate of pay, provided that the employee shall be required to take at least two weeks leave in any anniversary year of employment.
- (5) At the request of an employee and with the written agreement of the employer, an employee may be allowed to accumulate in excess of two years' annual leave entitlement upon demonstrating an extraordinary or special reason to the Employer.
- (6) Any employee who has accrued an excessive amount of leave (i.e. in excess of two years' entitlement) may be required to clear any excessive accrued leave by taking double their entitlement of accrued leave in any one year until such time as their entitlement is less than two years entitlement.
- (7) Where the employer and employee agree, an employee who has an entitlement in excess of two years' entitlement may be paid out their annual leave at their current rate of pay, rather than proceeding on annual leave, provided that the employee has proceeded on two weeks leave in that anniversary year of employment.
- (8) By mutual agreement, an employee may be allowed to take the annual leave prescribed by this clause before the completion of twelve months' continuous service as prescribed by subclause (1) of this clause.

#### Payment and Recording of Leave

- (9) The employee shall be paid for any period of annual leave prescribed by this clause at the ordinary rate of salary, and in the case of shift workers that rate of salary shall include the shift and weekend penalties the employee would have received had the employee not proceeded on annual leave. Where it is not possible to calculate the shift and weekend penalties the worker would have received, the employee shall be paid at the rate of the average of such payments made each week over the four weeks prior to taking leave.
- (10) (a) (i) Annual leave shall accrue pro rata on a weekly basis and may be recorded as weeks, days or hours of leave accrued.
- (ii) If during any qualifying twelve monthly period, an employee leaves their employment or the employee's employment is terminated by the employer through no fault of the employee, the employee shall be paid all pro-rata annual leave accrued during that period.
- (iii) Subject to this agreement, annual leave falls due upon the completion of each 12 months of service by the employee.
- (iv) An employee provided for in subclause (11) of this clause shall, in addition to the payment prescribed in paragraph (a) (i), be paid one day's pay at his/her ordinary rate of salary in respect of each seven Sundays and/or public holidays worked in the period, provided that the maximum additional payment shall not exceed five days' pay.
- (b) If the services of an employee terminates and the employee has taken a period of leave in accordance with subclause (8) of this clause and if the period of leave so taken exceeds that which would become due pursuant to paragraph (a) of this subclause the employee shall be liable to pay the amount representing the difference between the amount received by him/her for the period of leave taken in accordance with subclause (8) of this clause and the amount which would have accrued in accordance with paragraph (a) of this subclause. The employer may deduct this amount from moneys due to the worker by reason of the other provisions of this agreement at the time of termination.

#### Additional Leave

- (11) Shift workers who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows -
- (a) If thirty-five ordinary shifts on such days have been worked - one week.
- (b) If less than thirty-five ordinary shifts on such days have been worked the worker shall be entitled to have one additional day's leave for each seven ordinary shifts so worked, provided that the maximum additional leave shall not exceed five working days.

Provided that employees in employment on January 1, 1978 who because they were regularly rostered for work on Sundays and Public Holidays, were permitted an additional week's annual leave shall continue to be entitled to that additional week notwithstanding that the entitlement arrived at by the application of paragraph (ii) of this subclause is less than one week.

- (12) An employee stationed north of 26° South latitude shall be entitled to an additional one week's paid leave for each completed year of service in that area.

- (13) When on annual leave an employee who does not avail himself of the board and lodging provided in his classification shall be granted an allowance for the period of his leave at the rate of \$3.00 per week.
- (14) Annual Leave Loading
- (a) Except as provided in this subclause, the loading on annual leave prescribed by subclause (13) of clause 16. – Holidays and Annual Leave of the Hospital Salaried Officers Award No. 39 of 1968 shall not be paid to an employee for leave accrued during the period of this agreement provided that in lieu of leave loading:
- (i) a full-time employee, other than a shift worker, shall accrue an additional three and one half (3 ½) days leave per annum; and
- (ii) part-time employees shall be entitled to this leave on a proportionate basis.
- (b) For the purpose of this subclause one day shall equal 7.6 hours.
- (c) The additional leave shall be treated as annual leave provided that no loading is payable on it.
- (d) (i) Notwithstanding paragraph (a) of this subclause, an employee may elect in writing prior to taking leave to be paid leave loading on the period of leave in which case the leave accrued will be reduced accordingly.
- (ii) Where an employee, other than a shift worker elects to be paid leave loading they shall be paid a loading of 17.5 per cent calculated on the rate as prescribed in subclause (9) of this clause.
- (iii) Provided that the maximum loading payable pursuant to paragraph (d)(ii) of this subclause shall not exceed the amount set out in the Australian Bureau of Census and Statistics Publication for "average weekly earnings per male employed" in Western Australia for the September quarter immediately proceeding the date the leave became due.
- (e) At the option of the employer and subject to paragraph (h), the employer may record the loading payable on accrued untaken leave, including on leave accrued prior to 24 January 2002, and on the accrued leave of employees with accrued annual leave entitlements at the time of becoming covered by this agreement, as either loading or leave, and where recorded as leave shall be converted to leave on the basis described in paragraph (a) of this subclause and may be treated as such pursuant to paragraph (c) of this subclause.
- (f) An employee who was part way through an annual leave accrual year at the 24 January 2002 or who is part way through an annual leave accrual year at the time of becoming covered by this agreement shall be entitled to the additional leave prescribed in paragraph (a) of this subclause at the completion of the annual leave accrual year; provided the amount of the leave shall be discounted on a proportionate basis in the event they have received annual leave with loading in advance of its accrual due.

- (g) Notwithstanding any other provisions of this clause:
  - (i) at the option of the employee, annual leave in lieu of loading may be taken either separately from, or in conjunction with, a period of annual leave; and
  - (ii) the employer shall not refuse an employee any reasonable request to take such leave.
- (h) Shift Workers

Notwithstanding paragraph (a) of this subclause shift workers when proceeding on annual leave including accumulated annual leave shall be paid:

- (i) shift and weekend penalties the employee would have received had the employee not proceeded on annual leave, or;
- (ii) a loading equivalent to 20% of normal salary which ever is greater;

provided that subject to the agreement of the employer, and to operational and rostering needs an employee may convert the loading payable under this subclause to additional leave converted proportionately on the basis of the value of the loading payable divided by the ordinary hourly rate of pay for a day worker at the same salary point — a day for these purposes being 7.6 hours.

Provided further that, nothing in this paragraph shall be read as preventing an employer and employee or group of employees on a particular shift roster from agreeing in advance to an arrangement involving leave in lieu of some or all of the loading payable.

- (i) Where a shift worker is paid loading pursuant to paragraph (h)(ii) of this subclause the maximum loading payable shall be in accordance with paragraph (d)(iii) of this subclause.
- (j) The additional leave in lieu of loading, or the loading, does not apply to proportionate leave for incomplete years of service paid out on termination except in the case of an employee who is retiring and is 55 years of age or over.
- (k) Notwithstanding any other provision of this clause, additional leave in lieu of loading, or the loading, shall not apply to any leave accrued during any period for which the employee was receiving payment in lieu of leave loading.

#### Full-time/Part-time Transition – Taking Leave

- (15) (a) A full-time employee who, during a qualifying period towards an entitlement of annual leave was employed continuously on both a full-time and part-time basis may elect to take a lesser period of annual leave calculated by converting the part-time service to equivalent full-time service.
- (b) A part time employee who has leave that has accrued on the basis of ordinary hours other than those currently being worked may elect to take that leave either on the basis upon which it accrued, on the basis of average ordinary hours worked over the previous year of employment, or on the basis of the ordinary hours currently being worked.
- (c) In the absence of an election in writing provided by the employee, the leave will be paid on the basis upon which it accrued.



## Leave Options

- (16) Notwithstanding the terms specified elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, the following leave options are available to employees.
- (17) To exercise one or more of the options specified in subclauses (18) to (21) inclusive of this clause, an employee must make written application in the manner prescribed by the employer.
- (18) (a) At the request of an employee an employer may agree to an arrangement (“the arrangement”) whereby the employee accrues either 1 (51/52), 2 (50/52), 3 (49/52) or 4 (48/52) weeks additional leave in lieu of salary of the equivalent value. Both the agreement to the arrangement and the time at which the additional leave is taken will be 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 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.

## (19) **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.

(20) Less Leave, more pay.

- (a) Unless otherwise agreed by the employer, arrangements under this subclause shall be for periods of 12 months.
- (b) Provided that at the commencement of each 12 month block of this arrangement an employee has a minimum of four weeks of annual and/or long service leave available to be taken in that year, the employee may opt to forfeit the accrual of 1 or 2 weeks annual leave in favour of receiving additional salary to the equivalent value of the leave that has been forfeited (“the arrangement”).
- (c) The increased salary shall be used for all purposes during the course of the arrangement, apart from calculating the contributions to superannuation.

(21) Deferred Salary Scheme for 12 Month’s Leave

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

- (22) 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.

## 21. – ANNUAL LEAVE TRAVEL CONCESSIONS

- (1) Employees stationed in remote areas
- (a) The travel concessions contained in the following table are provided to employees, their dependent partners and their dependent children when proceeding on annual leave from headquarters situated in District Allowance Areas 3, 5 and 6, and in that portion of Area 4 located north of 30° South latitude.
- (b) Employees are required to serve 12 continuous months in these areas before qualifying for travel concessions. However, employees who have less than 12 months continuous service in these areas and who are required to proceed on annual leave to suit the employer's convenience will be allowed the concessions. The concession may also be given to an employee who proceeds on annual leave before completing the year's service provided that the employee returns to the area to complete the year's service at the expiration of the period of leave and should such employee not return or complete the required service the employer may recover the value of the concession provided.
- (2) (a) The employer will provide the concession by paying or reimbursing costs of annual leave travel for the employee, his/her dependent partner and his/her dependent children travelling with him/her up to the cost of standard return economy airfares to Perth as at 1 June each year inclusive of GST for the employee, his or her dependent partner and their dependent children provided that:
- (i) The class of fare to be used as the standard fare is to be agreed between the Union and the employer; and
- (ii) The fare set is to apply from 1 July of that year to 30 June of the following year.
- (b) Where an employee elects to use transport other than their own, the employer may require that the travel be booked through the employer and where the cost of the fare exceeds the maximum provided for in paragraph (a) of this subclause the employer may require payment or consignment of equivalent leave payments for the difference.
- (c) An employee travelling other than by air is entitled to payment of the equivalent fare calculated in accordance with this clause prior to the commencement of his / her leave.
- (3) Travel concessions not utilised within twelve months of becoming due will lapse.
- (4) Part-time employees are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week.
- (5) Travelling time shall be calculated on a pro rata basis according to the number of hours worked.

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

(6) Employees whose headquarters are located 240 kilometres or more from Perth

Employees, other than those designated in paragraph (1) whose headquarters are situated two hundred and forty kilometres or more from Perth General Post Office and who travel to Perth for their annual leave may be granted by the employer reasonable travelling time to enable them to complete the return journey.

(7) South East Travel Concessions

- (a) The provisions of this subclause apply to employees employed in the locations formerly attached to Laverton-Leonora Health Service, Kalgoorlie Boulder Health Service, Murchison Health Service and South East Coastal Health service.
- (b) An employee will receive two days for travel each year and these must be attached to a period of leave.
- (c) The additional leave entitlement will accrue fortnightly on a pro rata basis.
- (d) In addition to the above leave, a train or bus fare, or where deemed appropriate an airfare is payable, on application to the employer, to each employee and their eligible dependents every second anniversary year. This will be no more than the equivalent economy return train or bus fare to Perth that could be purchased by the health service.
- (e) An entitlement to a travel concession will not accrue indefinitely, accordingly, any unclaimed entitlement will lapse upon the next entitlement falling due.
- (f) An employee who moves from one health service at which the allowance is payable to another health service at which the allowance is payable can carry over their entitlement to a travel concession. The amount claimable will be the rate applicable to the location they are employed at the time of taking the leave.

(8) An employee may elect to utilise the cash value of their travel concession to assist in paying the cost for their partner and/or dependents to travel to them in the areas specified in subclauses (1)(a) and (7)(a).

## 22. - PUBLIC HOLIDAYS

- (1) This clause replaces subclauses (1), (2) and (3) of clause 16. - Holidays and Annual Leave of the Hospital Salaried Officers Award No. 39 of 1968, respectively.
- (2) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.
- (3) Where any of the days mentioned in subclause (2) of this clause falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday, provided that for shift workers only:
  - (a) the December 25<sup>th</sup> Christmas Day Holiday will be observed on December 25<sup>th</sup> and paid at the rate of double time and a half or, if the employer agrees, be paid at the rate of time and a half and a day off in lieu be taken on a day mutually acceptable to the employer and the employee. There will be no substitute holiday for the December 25<sup>th</sup> Christmas Day Holiday for shift workers on the next succeeding Monday.
  - (b) Where Boxing Day falls on a Sunday it will be observed on the next succeeding Monday.
  - (c) For shift workers there will be no substitute holiday for the December 25<sup>th</sup> Christmas Day holiday which falls on a Saturday or Sunday provided that where Christmas Day falls on a Saturday or a Sunday:
    - (i) full time and part time shift workers who are rostered and work on both the 25<sup>th</sup> of December (Christmas Day) and Christmas Day falls on a:
      - (aa) Saturday, the next succeeding Tuesday is to be paid 150% for time worked on the Tuesday;
      - (bb) Sunday, the next succeeding Tuesday is to be paid 175% for time worked on the Tuesday.
    - (ii) part time shift workers whose contracted hours of work include the Tuesday next succeeding Christmas Day, but not Christmas Day, shall be entitled to such Tuesday as a Public Holiday.
- (4)
  - (a) When any of the days observed as a holiday in this clause fall during a period of annual leave the holiday or holidays shall be observed on the next succeeding work day or days as the case may be after completion of that annual leave.
  - (b) When any of the days observed as a holiday as prescribed in this clause fall on a day when a shift worker is rostered off duty and the worker has not been required to work on that day he shall be paid as if the day was an ordinary working day or if the employer agrees be allowed to take a day's holiday in lieu of the holiday at a time mutually acceptable to the employer and the worker.

- (5) (a) Any worker, subject to paragraph (b) of this subclause, who is required to work on the day observed as a holiday as prescribed in this clause in his normal hours of labour or ordinary hours in the case of a shift worker shall be paid for the time worked at the rate of double time and a half or if the employer agrees be paid for the time worked at the rate of time and a half and in addition be allowed to observe the holiday on a day mutually acceptable to the employer and the worker.
  - (b) (i) A worker who is instructed by his employer to hold himself on-call in accordance with the provisions of subclause (10) of clause 17. – Overtime, of this agreement, on a day observed as a public holiday during his normal hours of labour or his ordinary hours in the case of a shift worker shall be allowed to observe that holiday on a day mutually acceptable to the employer and the worker.
  - (ii) A worker who is holding himself on-call during the period specified in the preceding paragraph in accordance with subclause (10) of clause 17. – Overtime, of this agreement shall be paid for any time worked during the period at the rate of time and a half in accordance with the provisions of subclause (9) of clause 17. – Overtime, of this agreement.
  - (c) A worker who is required to work on a public holiday outside of the hours referred to in subclause (5)(a) hereof shall be paid in accordance with subclause (2)(b) of clause 17. – Overtime, of this agreement.
- (6) Casual employees required to work on a holiday as prescribed in subclause (2) of this clause shall be paid at the ordinary casual rate for the time worked plus 50% of the ordinary rate for an equivalently classified permanent employee for the ordinary hours worked on that day.

### **23. – LONG SERVICE LEAVE**

This clause replaces clause 19. Long Service Leave of the Award.

- (1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of seven years of continuous service completed by the employee.
- (2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award No. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award or relevant agreement, as the case may be, at that time, and shall accrue the balance in accordance with subclause (1) of this clause.
- (3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement, approve of the taking by the employee:
  - (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
  - (b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or
  - (c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay;

- (d) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.
- (4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.
- (5) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.
- (6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.
- (7) (a) An employee who;
  - (i) at or before the certification of this agreement was employed by the health service, and has completed 15 years continuous service within the Western Australian Public Sector, or
  - (ii) commenced employment with the health service after the certification of this agreement and has completed at least 15 years continuous service within the Western Australian Government Health Service;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with the health service immediately prior to taking this leave.

  - (b) An employee who resigns from their employment with the health service and who:
    - (i) at or before the certification of this agreement was employed by the health service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
    - (ii) commenced employment with the health service after the certification of this agreement and has completed at least 15 years continuous service within the Western Australian Government Health Services;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with the health service immediately prior to his her resignation.
- (8) For the purposes of subclause (7), the Western Australian Government Health Services shall mean the Minister for Health, the Director General of Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.
- (9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, three years continuous service for the purposes of subclause (7) of this clause shall be calculated including the service with such previous employer or employers.

- (10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (7) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.
- (11) An employee who is dismissed shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of the offence for which the employee is dismissed, provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, and having completed at least three years continuous service, with the health service immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.
- (12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases:
  - (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
  - (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.
  - (c) To the widow or widower of an employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his/her death.
- (13) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.
- (14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.
- (15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken:
  - (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective; or
  - (b) by any absence approved by the employer as leave whether with or without pay.
- (16) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from his/her duties with any employer party to the Award, but does not include:
  - (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;



- (b) Any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave, including pro-rata long service leave, under this clause.

(17) Portability

- (a) Where an employee was, immediately prior to being employed by the health service, employed in the service of: The Commonwealth of Australia, or any other State Government of Australia, or any Western Australian State public sector or state government employer, and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be entitled to long service leave determined in the following manner:
  - (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and
  - (ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.
- (b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with the health service.

- (18) At the request of the employee and with the agreement of the employer, an employee may be paid in lieu of taking a portion of long service leave.

- (19) Any period of service during which, or for which, an employee receives or has received payment, or any other compensation, in lieu of long service leave shall not be counted as service for the purpose of determining any future entitlement to long service leave whether under this Agreement, any agreement replacing this Agreement, or under any relevant or future award. This provision shall survive the termination of this Agreement.

## **24. – SICK AND FAMILY LEAVE**

This clause replaces clause 18 – Sick Leave of the award

- (1) An employee who is incapacitated for duty in consequence of illness or injury shall as soon as possible advise his/her supervisory officer in sufficient time to enable arrangements to be made for the performance of his/her duties. Any such employee who fails to do so shall be treated as absent without leave.

- (2) An employee so incapacitated for duty shall notify his/her supervisory officer in sufficient time of the date on which he/she will resume duty, to enable any necessary arrangements to be made.
- (3) (a) An application for leave of absence on the grounds of illness shall be supported by reasonable evidence.
- (b) For the purposes of this clause reasonable evidence shall mean:
- (i) for absences of up to a total of ten working days in any one anniversary year, evidence acceptable to a reasonable person;
- (ii) for absences which in total exceed ten working days in any anniversary year the certificate of a registered medical practitioner or where the nature of the illness consists of a dental condition and the period of absence does not exceed five consecutive working days by a certificate of a registered dentist;
- (iii) provided that an employee may self certify in support of absences of two days or less but not exceeding a total of five working days in any anniversary year of employment.
- (c) Where the absence exceeds two consecutive working days, nothing in this subclause shall read as preventing the employer from requiring additional evidence acceptable to a reasonable person,
- (4) Subject to the provisions of subclause (3) of this clause no leave of absence on the grounds of illness shall be granted with pay without the production of the required evidence.

An employee who finds that he/she is unable to resume duty on the expiration of the period shown on the first proof of evidence provided shall thereupon furnish a further proof of evidence and shall continue to do so upon the expiration of the period respectively covered by each such documented proof of evidence.

- (5) Where an employee is ill during the period of his/her annual leave for recreation and produces at the time or as soon as practicable thereafter medical evidence to the satisfaction of the employer that he/she is or was as a result of his/her illness confined to his/her place of residence or a hospital for a period of at least seven days, he/she may, with the approval of the employer, be granted at a time convenient to the employer additional leave equivalent to the period during which he/she was so confined.
- (6) Where an employee is ill during the period of his/her long service leave and produces at the time or as soon as practicable thereafter medical evidence to the satisfaction of the employer that he/she is or was confined to his/her place of residence or a hospital for a period of at least fourteen days, he/she may, with the approval of the employer, be granted at a time convenient to the employer additional leave equivalent to the period during which he/she was so confined.
- (7) The basis for the cumulative accrual of sick leave shall be:-

	Leave On Full Pay Working Days
(a) On date of employment of the employee	5
(b) On completion by the employee of six months' service	5
(c) On completion by the employee of twelve months' service	10

- (d) On completion of each additional twelve months' service by the employee

10

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

- (8) No leave of absence on account of illness shall be granted with pay, if the illness has been caused by the misconduct of the employee or in any case of absence from duty without sufficient cause.
- (9) An employee who is duly absent on leave without pay is not eligible for absence of leave on account of illness under this clause during the currency of that leave without pay.
- (10) Where, on or after the first day of August, 1972, an employee in the discharge of his/her duties suffers personal injuries by accident that are compensable in accordance with the provisions of the Workers' Compensation Act, 1912, and which necessitates the granting of leave of absence under this subclause:-
- (a) no charge shall be made against his/her sick leave credits in respect of so much of the period of leave as does not exceed twenty-six weeks and the employee shall receive full pay for any such part of his/her leave of absence; and
- (b) where the employee is unable to resume duty at the expiration of the period of twenty-six weeks, he/she shall be granted on full pay or half pay as the case requires, such further leave under this subclause as is required, but half the period only of such further leave shall be charged against his/her sick leave credits on full pay or half pay, as the case may be.
- (11) Where an employee resigns or is dismissed by his/her employer through no fault of his/her own and is engaged by another respondent to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or public holidays has been made, the period of sick leave that has accrued to the employee's credit shall remain to such employee's credit and the provisions of subclause (7) of this clause shall continue to apply to such an employee.
- (12) A pregnant employee shall not be refused sick leave by reason only that the "illness or injury" encountered by the employee is associated with the pregnancy.
- (13) The provisions of this clause shall not apply to casual employees.
- (14) Family Leave
- (a) In this subclause "family member" means the employee's spouse, defacto spouse, child, stepchild, parent, step-parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.
- (b) An employee is entitled to use his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year of entitlement. Subject to paragraph (d) of this subclause, all family leave taken is deducted from the employee's sick leave entitlement.
- (c) The requirement to provide evidence for family leave are outlined in subclauses (3) and (4). Absences for sick leave and family leave to be jointly counted for the purposes of determining the evidence required.

- (d) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

## **25. - PARENTAL LEAVE**

This clause replaces clause 18A. - Maternity Leave, of the Award.

### **(1) Definitions**

For the purpose of this clause:

- (a) "Child" means a child of the employee under the age of one year except for adoption of a child where "child" means a person under the age of five years of age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the partner of the employee or child who has previously lived continuously with the employee for a period of six months or more.
- (b) "Employee" includes full time, part time, permanent and a fixed term contract employee up until the end of their contract period but does not include an employee engaged upon casual work.

### **(2) Basic entitlement**

- (a) Employees are entitled to 52 weeks parental leave in relation to the birth or adoption of their child.
- (b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
  - (i) an unbroken period of one week at the time of the birth of the child:
  - (ii) an unbroken period of up to three weeks at the time of adoption / placement of the child; or
  - (iii) where the employer agrees.
- (c) In order to demonstrate to the employer that, subject to paragraph (b), only one parent will be off on parental leave at a time an employee shall, when applying for parental leave, provide the employer with a statutory declaration stating particulars of any period of parental leave sought or taken by his or her partner.
- (d) Except as provided by subclause (15) of this clause, parental leave is unpaid.

### **(3) Birth of a child**

- (a) A pregnant employee will provide to the employer at least ten weeks in advance of the expected date of birth:
  - (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of birth; and

- (ii) written notification of the date on which she proposes to commence parental leave, and the period of leave to be taken.
  - (b) Subject to subclause (c) and unless agreed otherwise between employer and employee, a pregnant employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
  - (c) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
  - (d) Where the pregnancy of an employee terminates after 27 weeks and the employee has not commenced parental leave, the employee may take unpaid leave (to be known as special parental leave) for such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the delivery, an employee shall be entitled to access paid sick leave to which she is entitled, in lieu of, or in addition to, special parental leave.
  - (e) Where leave is granted under subclause (3)(d), during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
  - (f) Where the pregnancy of an employee then on parental leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.
  - (g) Where an employee then on parental leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special parental leave) as a registered medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special parental leave and parental leave shall not exceed twelve months.
- (4) Adoption of a child
- (a) The employee will notify the employer at least ten weeks in advance of the date of commencement of parental leave and the period of leave to be taken. An employee may commence parental leave prior to providing such notice where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
  - (b) The employer may require an employee to provide confirmation from the appropriate government authority of the placement.
  - (c) The employer shall grant an employee who is seeking to adopt a child such unpaid leave as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the employer may require the employee to take such leave in lieu of unpaid leave.
  - (d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from the date of notification for the employee's return to work.

(5) Partner leave

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

- (a) (i) for the birth of a child, a certificate from a registered medical practitioner which names the employee's partner, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; or
- (ii) for the adoption / placement of a child the employer may require an employee to provide confirmation from the appropriate government authority of the placement, and
- (b) written notification of the date on which he/she proposes to start and finish the period of parental leave.

(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

- (a) An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which the employee has accrued, such as annual leave, long service leave, and TOIL or other time off entitlements accrued under flexible working arrangements, subject to the total amount of leave not exceeding 52 weeks.
- (b) Subject to all other leave entitlements being exhausted an employee shall be entitled to apply for leave without pay following parental leave by up to 2 years. The employer's approval is required for such an extension.

(9) Transfer to a safe job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of parental leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

(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 third birthday or until the third anniversary of the placement of the child.

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

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

(b) Definitions

For the purposes of this subclause:

- (i) "Continuous service" means service under an unbroken contract of employment and includes
  - 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.
- (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 counts as service for the purpose of accruing entitlements to sick leave, annual leave or long service leave.
- (h) The employer may request evidence of primary care giver status.
- (i) Part time employees whose ordinary working hours have been subject to variations during the preceding 12 months may elect to average these hours for the purposes of calculating payment for paid parental leave. Alternatively, the employee may elect to be paid their ordinary working hours at the time of commencement of paid parental leave.
- (j) Subject to the provisions of this subclause, all other provisions of this clause apply to employees on paid parental leave.

## **26. - SPECIAL PERSONAL LEAVE**

### (1) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

### (2) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

## **27. - BEREAVEMENT LEAVE**

### (1) An employee shall on the death of:

- (a) the spouse of the employee;
- (b) the child or step-child of the employee;
- (c) the parent or step-parent of the employee;
- (d) the brother, sister, step brother or step sister; or
- (e) any other person, who immediately before that person's death, lived with the employee as a member of the employee's family,

be eligible for up to two (2) days bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

### (2) The 2 days need not be consecutive.

### (3) Bereavement leave is not to be taken during any other period of leave.

### (4) An employee who claims to be entitled to paid leave under subclause (1) of this clause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:

- (a) the death that is the subject of the leave sought; and
  - (b) the relationship of the employee to the deceased person.
- (5) An employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employees immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

## **28. - 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 be entitled to up to 5 days paid leave for the purpose of donating an organ or body tissue.
  - (b) Provided that where this paid leave is not sufficient and upon the production of a medical certificate, an employee may access their accrued sick leave or other paid leave in order to cover their absence.

## **29. - STUDY LEAVE**

- (1) The provisions of this clause are in addition to and not in lieu of any other rights to study leave, professional development, skills acquisition, training and employee development employees may have under this agreement or the Award.
- (2) 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, in remote locations lacking the required educational facilities. The maximum annual amount is the 5 hours multiplied by the number of weeks in the academic year at the educational institution.
  - (d) Time off with pay may be granted up to a maximum of five hours per week including travelling time, for attending to the work involved in an approved higher education course by research where the work is undertaken during normal working hours.
  - (e) Employees who are obliged to attend educational institutions for compulsory block sessions, may be granted time off with pay including travelling time up to the maximum annual amount allowed in subclause (1)(c) of this clause.

- (f) External students based in remote locations, 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 specified in subclause (1)(c) of this clause.
  - (g) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.
  - (h) In every case the approval of time off to attend lectures and tutorials will be subject to:
    - (i) departmental 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; and
    - (v) the course being relevant to the employee's career in the Health Service and being of value to the State.
  - (i) A service agreement or bond will not be required.
  - (j) Where an employee is granted time off for study leave, the individual's work load will be taken into consideration during periods when the employee is taking study leave.
- (3) Payment of Fees
- (a) The employer is to meet the payment of higher education administrative charges for cadets and trainees who, as a condition of their employment, are required to undertake studies at a University or College of Advanced Education. Employees who of their own volition attend such institutions to gain higher qualifications will be responsible for the payment of fees.
  - (b) This assistance does not include the cost of text books or Guild and Society fees.
  - (c) An employee who is required to repeat a full academic year of the course will be responsible for payment of the higher education fees for that particular year.
- (4) Approved Courses
- (a)
    - (i) First degree courses at the University of Western Australia, Murdoch University, Curtin University of Technology, Edith Cowan University, and Notre Dame of Australia University, or other approved university.
    - (ii) Diploma courses at Technical and Further Education (TAFE).
    - (iii) Two year full time Certificate courses at (TAFE).
    - (iv) Courses recognised by the National Authority for the Accreditation of Translators and Interpreters (NAATI) in a language relevant to the needs of the Health Service.

- (b) Except as outlined in paragraph (4)(d) of this clause, employees are not eligible for study assistance if they already possess one of the qualifications specified in subparagraphs (4)(a)(i) and (4)(a)(ii) of this clause.
  - (c) An employee who has completed a Diploma through TAFE is eligible for study assistance to undertake a degree course at any of the tertiary institutions listed in subparagraph (4)(a)(i) or (4)(a)(ii) of this clause. An employee who has completed a two year full time Certificate through TAFE is eligible for study assistance to undertake a Diploma course specified in subclause (4)(a)(iii) or a degree or Associate Diploma course specified in subparagraph (4)(a)(i) or (4)(a)(ii) of this clause.
  - (d) Assistance towards additional qualifications including second or higher degrees may be granted in special cases such as a graduate embarking on a post-graduate Diploma in Administration or a Masters Degree in Business Administration or a higher degree in a specialist area of benefit to the Health Service as well as the employee.
- (5)
- (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) A first degree or Associate Diploma course does not include the continuation of a degree or Associate Diploma towards a higher post graduate qualification.
  - (c) 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.
  - (d) Where an employee is employed on flexi-time, time spent attending or travelling to or from formal classes for approved courses between 8.15 am and 4.30 pm, less the usual lunch break, and for which "time off" would usually be granted, is to be counted as credit time for the purpose of calculating total hours worked per week.
  - (e) 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.
  - (f) 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.
  - (g) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.
- (6) Subject to the provisions of subclause (7) of this clause, the employer may grant an employee full time study leave with pay to undertake:
- (a) Post graduate degree studies at Australian or overseas tertiary education institutions; or
  - (b) Study tours involving observations and/or investigations; or
  - (c) A combination of post graduate studies and study tour.

- (7) Applications for full time study leave with pay are to be considered on their merits and may, subject to the discretion of the Health Service, be granted provided that the following conditions are met:
- (a) The course or a similar course is not available locally.
  - (b) Where the course of study is available locally, applications are to be considered in accordance with the provisions of subclause (2) to (6) of this clause and the Leave Without Pay provisions of this agreement and of the Award.
  - (c) It must be a highly specialised course with direct relevance to the employee's profession.
  - (d) It must be relevant to the Health Service's corporate strategies and goals.
  - (e) The expertise or specialisation offered by the course of study should not already be available through other employees employed within the Health Service.
  - (f) If the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an employee is still under a bond, this does not preclude approval being granted to take further study leave if all the necessary criteria are met.
  - (g) A temporary employee may not be granted study leave with pay for any period beyond that employee's approved period of engagement.
- (8) Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.
- (9) Where an outside award is granted and the studies to be undertaken are considered highly desirable by a Health Service, financial assistance to the extent of the difference between the employee's normal salary and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria then part or full payment of salary may be approved at the discretion of the employer.
- (10) Where an employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.
- (11) Where recipients are in receipt of a living allowance, this amount should be deducted from the employee's salary for that period.
- (12) Where the employer approves full time study leave with pay the actual salary contribution forms part of the health service's approved average staffing level funding allocation. Health Services should bear this in mind if considering temporary relief.
- (13) Where study leave with pay is approved and employer also supports the payment of transit costs and/or an accommodation allowance, approval for the transit and accommodation costs is required in accordance with current Public Sector Policies and procedures
- (14) Where employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the employer together with some local transit and accommodation expenses providing it meets the requirements of subclause (7) of this clause. Each case is to be considered on its merits.

- (15) The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for employees under this agreement and/or the Award.

### **30. - SKILLS ACQUISITION, TRAINING AND EMPLOYEE DEVELOPMENT**

- (1) This clause is to be read in conjunction with clause 42. – Mobility, of this Agreement.
- (2) The purpose of these clauses is to:
- (a) recognise that change is a constant factor within the work environment, that the workplace of tomorrow will not be the same workplace today, and that employees can be expected to work in several different types of job during their working life;
  - (b) recognise that both employees and employers share obligations to ensure that the organisation and the employees are able to adapt to continuous change;
  - (c) facilitate the creation of a mobile, skilled, efficient, effective and adaptable workforce;
  - (d) facilitate the training and development of staff so that they are best able to meet the present and future needs of the government health industry;
  - (e) assist in ensuring that employers are able to attract, develop and retain the best possible staff;
  - (f) facilitate the deployment of employees within the operations of the employer to best effect; while at the same time respecting the individual needs, security, expectations and reasonable requirements of employees, and not imposing, either directly or indirectly, unnecessary or unreasonable costs on them.
- (3) The parties agree that the provision of appropriate levels of health care is better able to be facilitated where the workforce is appropriately trained and skilled both for present needs and for reasonably expected future requirements including career development and opportunities within the government health industry.
- (4) It is agreed that skills acquisition, training and employee development;
- (a) not impose unreasonable difficulties, out of pocket expenses, or otherwise impact adversely on employees;
  - (b) subject to the provisions of this clause, be as far as practicable, voluntary;
- (5) Skills acquisition, training and employee development, administered in accordance with the standards and principles contained in this clause, within the health service, area or region will benefit employees through providing;
- (a) access to a greater variety of employment opportunities;
  - (b) the opportunity to develop and acquire a wide range of skills, competencies and work experience;
  - (c) expanded opportunity in terms of career development; and

- (d) improved employment security.
- (6) Employees agree to be prepared to give reasonable consideration to any proposal in regard to their skills acquisition, training and development which meets the principles and requirements of this clause.
- (7) The parties agree that in giving effect to the provisions of this clause, both the organisation's and employee's needs and reasonable expectations are to be considered including:
  - (a) ensuring that the careers of employees are enhanced and that they are not disadvantaged;
  - (b) consideration of the possible impact of any course study requirements, training, training schedule, employee development and or succession plan on family and carer responsibilities;
  - (c) reimbursement of the employee for any reasonable costs incurred by the employee as a result of attendance at or participation in any training, course of study or development activities at the direction of the employer;
  - (d) the skill level, aptitude, aspirations and suitability of the employee for the proposed skills acquisition, training or development program;
  - (e) the relevance of any proposed skills acquisition, training or development program to the needs of the employer, and
  - (f) that attendance by the employee does not unduly affect or inconvenience the operations of the employer.

The parties acknowledge the above and any other reasonable considerations can only be properly assessed through consultation between the employer, employee and, where appropriate, the Union.

- (8) For the purposes of this clause, an "approved course" or "approved training" is an accredited or industry recognised course of study, conference or workshop undertaken by the employee which in the employer's view;
  - (a) is relevant to the business outcomes to be achieved by the employee
  - (b) is relevant to the current and emerging business needs of the employer; and/or
  - (c) enhances the career development of the employee.
- (9) The parties agree that they will assist in the introduction of this initiative on the following basis:
- (10) Training and Short Courses
  - (a) An employee may be required to attend a training course or short course directly related to their work during ordinary working hours.
  - (b) Attendance at such courses shall be at no expense to the employee.
  - (c) An employee shall not unreasonably refuse to participate in any course of study where the subject matter is relevant to the current or emerging business needs of the employer,

provided the course of study is conducted in ordinary working hours and is paid in accordance with the terms of the Agreement.

- (d) The employer may grant leave with pay to participate in an approved short course or training course. The amount of leave may be up to 38 hours within a 12 month period.
- (e) Where attendance is paid for by the employer;
  - (i) The employee may be required to provide evidence to the employer of attendance and satisfactory progress with studies.
  - (ii) The employee may be required to report to other employees on the course or training or to impart the knowledge gained to other employees.
- (f) The employer may, where the short course or training is not an approved course or training, grant an employee leave to attend the short course or training during the employee's hours of duty and may require the employee to make up the hours or the employer may grant unpaid leave for such purpose.

(11) Multiskilling

- (a) Employees agree that they will assist in the introduction of this policy on the following basis;
  - (i) Job Rotation
    - (aa) Employer and Employee mutually negotiate the decisions.
    - (bb) The period of time for any job rotation cycle is defined.
    - (cc) Prior to commencement of a job rotation arrangement, agreement is reached regarding the employee's continuity of service, tenure of employment in their substantive position or placement, at the completion of the rotation.
  - (ii) Job Enlargement and Enrichment
    - (aa) Decisions are mutually agreed by employee and supervisor.
    - (bb) The purpose, progression and outcomes from the enlargement/enrichment process are clearly defined.
    - (cc) The period of time is defined, where possible.
    - (dd) The employee is formally notified of the agreed duties and these are commensurate with the substantive classification of the employee.
    - (ee) The employee is provided with adequate support and mentoring to ensure they have an adequate opportunity to learn and become expert in the new duties and responsibilities.
- (b) Any job specific training required will be provided by the employer. A training programme will be developed to allow employees to gain a high level of understanding of the new



position and will take into account the continuity of customer service and the career development of the employee.

- (c) While as far as practicable participation in multi-skilling will be voluntary, where, subject to the considerations set out in this clause, the employee unreasonably refuses a multi-skilling opportunity, the employer may direct the employee to undertake the placement.
- (d) For the purposes of paragraph (c) of this subclause, “unreasonably” is defined as an employee who can be seen to be damaging their own employment by refusing to multi-skill, and/or the employer can demonstrate significant operational need for the employee to be multi-skilled.

(12) Staff Development Program

- (a) The employer will develop staff development programs.
- (b) The staff development program will be directed to meeting the current and future staffing needs of the employer and will be based on the identified staffing needs and succession plans of the hospitals, health services, and health units which make up the health service.
- (c) The staff development program(s);
  - (i) may be focused at the site, health service or industry level as appropriate.
  - (ii) will involve staff who either nominate or are nominated to participate in the scheme, but whose participation shall be voluntary.
  - (iii) where, due to the number of nominations a quota is necessary selection for participation will be on merit.
  - (iv) will be focused on meeting the current and future staffing needs of the employer and the government health industry; and
  - (v) may be based either or both on the job training and formal training.
- (b) All reasonable expenses incurred by an employee arising out of participation in a staff development program will, subject to the presentation of adequate proof, be reimbursed by the employer.

(13) Employees recalled to work to participate in training.

Where at the direction of the employer an employee is recalled to work outside their rostered hours to participate in training they shall be paid:

- (a) for all fares or vehicle expenses incurred in travelling to and from their place of residence to the training;
- (b) for time travelled, at ordinary time for part-time and casual employees if such time falls within the spread of ordinary hours for similar full time employees, otherwise at overtime rates, and at overtime rates for full time employees; and

- (c) for time spent at training, at ordinary rate for part time employees and casual employees if such time falls within the spread of ordinary hours for similar full time employees, otherwise at overtime rates, and at overtime rates for full time employees.
- (14) Professional Development Leave: 'Specified Callings and Other Professionals'
- (a) This subclause shall apply to employees paid in accordance with clause 13 – Salaries, subclause (4) of this agreement.
  - (b) In addition to any other training or development opportunities that may be available under this clause generally, and provided that there will be no reduction in existing conditions, employees who qualify for leave under this subclause shall be entitled to 16 hours paid professional development leave per year.
  - (c) The Professional Development Leave:
    - (i) Shall be available at the commencement of each year; and
    - (ii) Shall not be cumulative year-to-year; and
    - (iii) Shall not be converted to payment; and
    - (iv) Shall be available for any developmental activity that is relevant to the work of the employee, as agreed with the employer.
    - (v) Shall be calculated on a proportionate basis for part-time employees.
  - (d) Time spent in travelling to and from a professional development event does not count as professional development leave for the purposes of this subclause.
- (15) Formal Part-time or Full-time Post Secondary Study
- The provisions of this clause shall not diminish the rights of employees who undertake formal post secondary study in an approved course.
- (16) Notwithstanding, any provisions contained above in this clause, the employer can limit access to training and development courses based upon financial grounds.
- (17) The employer will review the application of skills acquisition, training and employee development programs during the life of this Agreement. The parties agree to review the application of this clause as a result of that review.

### **31. - WITNESS AND JURY SERVICE**

#### Witness

- (1) An employee subpoenaed or called, as a witness to give evidence in any proceeding shall as soon as practicable notify the manager/supervisor who shall notify the employer.
- (2) Where an employee is subpoenaed or called as a witness to give evidence in an official capacity that employee shall be granted by the employer leave of absence with pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee

is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the employer. The employee is not entitled to retain any witness fee but shall pay all fees received into Consolidated Revenue Fund. The receipt for such payment with a voucher showing the amount of fees received shall be forwarded to the employer.

- (3) An employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the employer.
- (4) An employee subpoenaed or called, as a witness on behalf of the Crown, not in an official capacity shall be granted leave with full pay entitlements. If the employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to retain any witness fees but shall pay all fees received into Consolidated Revenue Fund.
- (5) An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses (2) and (4) of this clause shall be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with Award provisions.

#### Jury

- (6) An employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the supervisor/manager who shall notify the employer.
- (7) An employee required to serve on a jury shall be granted by the employer leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror.
- (8) An employee granted leave of absence on full pay as prescribed in subclause 6 of this clause is not entitled to retain any juror's fees but shall pay all fees received into Consolidated Revenue Fund. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the employer.

### **32. - TRAINING WITH DEFENCE FORCE RESERVES LEAVE**

- (1) The employer must grant leave of absence for the purpose of defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- (2) Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- (3) Application for leave of absence for defence service shall, in all cases, be accompanied by evidence that the request for leave relates to reserve service or training. At the expiration of the leave of absence granted, the employee shall provide a certificate of attendance to the employer.
- (4) Paid leave
  - (a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for the purpose of attending a training camp, school, class or course of instruction, subject to the conditions set out hereunder.

- (b) Part-time employees shall receive the same paid leave entitlement as full time employees but payment shall only be made for those hours that would normally have been worked but for the leave.
  - (c) On written application, an employee shall be paid salary in advance when proceeding on such leave.
  - (d) Casual employees are not entitled to paid leave for the purpose of defence service.
- (5) Attendance at a Camp for Annual Continuous Obligatory Training
- (a) An employee is entitled to paid leave for a period not exceeding 76 hours on full pay in any period of twelve months commencing on 1 July in each year.
  - (b) If the Officer-in-Charge of a military unit certifies that it is essential for an employee to be at the camp in an advance or rear party, a maximum of 30.4 extra hours leave on full pay shall be granted in the twelve-month period.
- (6) Attendance at One Special School, Class or Course of Instruction
- (a) In addition to the paid leave granted under subclause (5) of this clause, an employee is entitled to a period not exceeding 16 calendar days in any period of twelve months commencing on July 1 in each year, provided the employer is satisfied that the leave required is for a special purpose and not for a further routine camp.
  - (b) In this circumstance, an employee may elect to utilise annual leave credits. However, if the leave is not taken from annual leave, salary during the period shall be at the rate of the difference between the normal remuneration of the employee and the defence force payments to which the employee is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and special rostered days off is to be excluded and no account is to be taken of the value of any board or lodging provided for the employee.
- (7) Unpaid leave
- (a) Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in subclauses (5) and (6) of this clause shall be unpaid.
  - (b) Casual employees are entitled to unpaid leave for the purpose of defence service.
- (8) Use of other leave
- (a) An employee may elect to use annual or long service leave credits for some or all of their absence on defence service, in which case they will be treated in all respects as if on normal paid leave.
  - (b) An employer cannot compel an employee to use annual leave or long service leave for the purpose of defence service.

### **33. - EMERGENCY SERVICE LEAVE**

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

#### **34. - INTERNATIONAL SPORTING EVENTS LEAVE**

- (1) Special leave with pay may be granted by the employer to an employee chosen to represent Australia as a competitor or official, at a sporting event, which meets the following criteria:
  - (a) it is a recognised international amateur sport of national significance; or
  - (b) it is a world or international regional competition; and
  - (c) no contribution is made by the sporting organisation towards the normal salary of the employee.
- (2) The employer shall make enquiries with the Department of Sport & Recreation:
  - (a) whether the application meets the above criteria;
  - (b) the period of leave to be granted.

#### **35. - HIGHER DUTIES**

This clause replaces clause 11 'Higher Duties' of the Hospital Salaried Officers Award No. 39 of 1968 for all employees.

- (1) An employee shall be paid a higher duties allowance upon having worked five (5) consecutive working days or more in any position classified higher than their substantive position.
- (2) Notwithstanding subclause (1), by agreement a higher duties allowance may be paid for single days where day-by-day relief is identified as a regular feature or requirement of a particular position.
- (3) An employee who performs the full duties and accepts the full responsibilities of the higher position shall be paid an allowance equal to the difference between his/her own salary and the salary he/she would receive if he/she were permanently appointed to the position in which he/she is so directed to act.

- (4) An employee who does not perform the full duties and/or does not accept the full responsibilities of the higher position shall be paid such proportion of the allowance specified in subclause (3) as the duties and responsibilities bear to the full duties and responsibilities of the higher position.
- (5) Where the cumulative period of acting in a position or positions of a higher level exceeds 12 months in any 18 month period, the employee's allowance will include the relevant service increments for the position in which he/she is acting.
- (6) Where an employee has been in receipt of the allowance for a continuous period of twelve months or more, proceeds on –
  - (i) a period of annual leave; or
  - (ii) a period of any other approved leave of absence of not more than one calendar month;

the employee shall be entitled to be paid the higher duties leave when taking the leave provided:

- (a) the employee continues to be employed at the higher rate after the period of annual leave or other approved leave, or
- (b) the employee takes the annual leave accrued during the period of receipt of the allowance within twelve months of the entitlement being accrued.

This subclause shall also apply to an employee who has been in receipt of the allowance for less than 12 months, if during the employee's absence no other employee acts in the position in which the employee was acting immediately prior to proceeding on leave, and the employee resumes acting in the position upon return from leave.

- (7) Each period of acting on higher duties, whether paid or not, will be recorded in the employee's personal records and be recognised as experience.

### **36. - TRAVELLING ALLOWANCE**

- (1) At the option of the employer, which option shall be notified in writing to the employee before it is exercised and before the employee has made the travel arrangements for which the allowance is to be claimed, this clause may replace clause 21. - Travelling, of the Award.
- (2) Subject to subclause (3), an employee who is required to travel on official business outside of the metropolitan area will be reimbursed for reasonable accommodation, meals and incidental expenses based on actual reasonable costs incurred as demonstrated by the production of receipts, provided that reasonable payment will be made for incidental expenses for which receipts are not available and that the maximum amount payable will not be greater than the amounts allowed for incidental expenses and/or meal allowances, as the case may be, in the relevant area plus the amounts in Column A, Items 1 to 8 of clause 24A. - Travelling, Transfers and Relieving Duty – Rates of Allowance, of the Award.
- (3) The provisions of this clause do not apply to an employee who is relieving or who has been temporarily transferred to a position for a period exceeding five (5) working days.

### **37. – TRANSFER, REMOVALS AND PROPERTY ALLOWANCES**

This clause replaces subclause (1)(a) of each of clauses 22. – Transfers; 25. – Removals Allowance; and 35. - Property Allowance, of the Award.

- (1) (a) This clause shall not apply to employees of Metropolitan Health Services employed at Metropolitan locations.
- (b) The provisions of this clause shall apply to an employee who transfers from a position in one locality to another position in a new locality provided that:
  - (i) The classification of the new position is higher than the classification of his/her former position; or
  - (ii) the classification of the new position is the same or lower than the classification of his/her former position and the employee is changing his/her employment on account of illness over which he/she has no control or, if the employer initiates the transfer and/or considers the transfer of the employee to be in the interests of the employer; and
  - (iii) the employee commences employment in the new employment with either the same employer or a new employer bound by this Agreement within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by the employer from whom he/she transferred or resigned, or, if no such payment has been made, within one working week of the day on which his/her resignation or transfer became effective.

### **38. – CONSULTATION / INTRODUCTION OF CHANGE**

This clause replaces clause 40. - Introduction of Change, of the Award.

- (1) For the purposes of this clause:

"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 diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; significant changes in workload and/or excessive workload; the need for retraining or transfer of employees to other work or locations and restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (2) The parties are committed to engaging constructively in improving the business performance and working environment in the Government Health System. Whilst it is acknowledged by the parties that decisions will continue to be made by the employer, which is responsible and accountable to Government by statute for the effective and efficient operation of its business, the parties are committed to effective communication, improvements to the business effectiveness, efficiency and accountability of the GHS and agree, in particular that:
  - (a) Where the employer proposes to make changes likely to significantly affect existing practices, working conditions or employment prospects of employees, the Union and employees affected shall be notified by the employer.

- (b) Consultation with employees shall occur on proposed changes that will impact directly on the employees.
- (3) In the context of this clause consultation shall mean information sharing and opportunity for discussion on matters relevant to the respective proposed changes and will be conducted in such a way as to enable the Union and employees to contribute to the decision making process, provided that, without limiting the rights of the Union in regard to disputes settlement, the final decision of the employer is a matter for the employer.
- (4)
    - (a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union
    - (b) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in paragraph hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
    - (c) The discussion shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in paragraph (a) hereof.
    - (d) For the purposes of such discussion, the employer shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which, would be inimical to his/her interests.

### **39. - DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES**

- (1) This clause is to be read in conjunction with clause 27. - Dispute Settlement Procedure, of the Award. The objective of this clause is to provide a set of procedures for dealing with any question, dispute or difficulty arising under this Agreement and for dealing with any question, dispute or difficulty between the parties during negotiations for amendments to this Agreement.
- (2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the Union (or his/her nominee) from intervening to assist in the process:
  - (a) Initially the matter should be discussed between the employee and their supervisor/manager;
  - (b) If the matter is unable to be resolved through discussions between the employee and their supervisor/manager, the matter should be discussed between the employee, the local employee representative and a representative of the employer as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;



- (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;
  - (d) If the matter is not resolved within five working days of the date of notification in Paragraph (b) hereof, either party may notify the Secretary of the HSU (or his/her nominee), or a representative nominated by the employer of the existence of a dispute or disagreement;
  - (e) The Secretary of the Union (or his/her nominee) and a representative nominated by the employer shall confer on the matters notified by the parties within five working days and:
    - (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;
    - (ii) where there is disagreement on any matter and all reasonable attempts have been made to resolve the matter, it may be submitted to the Western Australian Industrial Relation Commission.
- (3) Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.

#### **40. - HSU WORKPLACE DELEGATES**

- (1) The employer recognizes the right of the Union to organize and represent its members.
- (2) As representatives of the HSU, workplace delegates have a legitimate role and function in assisting the Union in the tasks of recruiting members, communicating with those members, representing their interests and providing them with relevant HSU information.
- (3) Where there are agreed procedures and legitimate trained representatives designed to deal with specific issues such as Equal Employment Opportunity and Occupational Health and Safety, where appropriate a workplace delegate shall refer any such issue that arises to the appropriate representative.
- (4) The employer will recognize appointed workplace delegates and will allow them to carry out their role and functions effectively. The role and functions should relate only to the rights and interests of the employees in the workplace. Furthermore the resulting benefits should be felt by the employees within the particular workplace.
- (5) The number of workplace delegates is to be agreed between the employer and the HSU, taking into consideration the circumstances of the hospital/health service and operational requirements. Where agreement is not reached, the parties are to follow the Dispute Avoidance and Settlement Procedure contained in clause 39 of this agreement.
- (6) Following the election or appointment of a workplace delegate, the Union will advise the employer in writing of the name of the new workplace delegate. The workplace delegate will be provided with written credentials by the HSU authorizing them to act as a workplace delegate in accordance with the provisions of this clause.

- (7) The employer shall provide the workplace delegate with time off from their normal duties to perform their role, provided such time off is to be taken in consultation with their supervisor, and takes into account operational requirements.
- (8) Subject to the approval of the employer taking into account operational requirements, the employer shall provide workplace delegates with paid leave to attend education courses in accordance with clause 39 – Trade Union Training Leave, of the Award.
- (9) Upon request the employer shall notify workplace delegates of the commencement of new employees and, as part of their induction, provide the opportunity for workplace delegates to discuss with the employees the benefits of Union membership.
- (10) The employer recognizes that workplace delegates are not to be threatened or disadvantaged in any way as a result of their role.
- (11) Subject to the prior approval of the employer and taking into account operational requirements, the employer shall allow elected Union officials and workplace delegates reasonable paid time off to attend HSU meetings.
- (12) Workplace delegates shall be provided with reasonable access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to filing cabinets, the use of meeting rooms, telephones and e-mail to access HSU members only. Such access to facilities shall be negotiated at hospital/health service level and shall not unreasonably affect the operation of the Organization.
- (13) Normal hospital/health service protocols shall apply to the use of all facilities. For example, no electronic communication is to be defamatory or deliberately misleading in nature.
- (14) Workplace delegates shall have the right to display HSU material in the workplace on noticeboards provided by the employer.
- (15) Any dispute concerning the interpretation of this clause should be resolved where possible at hospital/health service level in accordance with the provisions of clause 39. - Dispute Avoidance and Resolution Procedures, of this agreement.

#### **41. - ATTRACTION RETENTION AND UNMET NEEDS**

- (1) The purpose of this clause is to address attraction and retention difficulties, particularly those leading to unmet service needs and/or reduced services, by the most appropriate means available, in an open and transparent manner.
- (2) Attraction, Retention and/or unmet needs difficulties brought to the notice of the parties by employees, the employer, or the Union will be examined by the parties in consultation with the employees concerned, with a view to identifying whether there is a difficulty to be addressed and the strategies for addressing the difficulty identified.
- (3) Strategies for addressing an identified difficulty may include but shall not be limited to any one or combination of, salary allowance, removal allowance, travel assistance, study assistance, family assistance, education assistance; professional development training and support; mentoring, and professional supervision.

- (4) Where the parties agree, an appropriately structured working party will be established to examine the identified difficulty referred to it and report within an agreed timeframe. The review may involve more than one health service and/or a number of callings.
- (5) Where it is agreed that an identified difficulty or difficulty(ies) is to be addressed and strategies for addressing the difficulty(ies) are agreed the proposal will be put forward to the employing and/or approval authority for decision and or implementation as the case may be.
- (6)
  - (a) Any change arising out of this clause will, with appropriate modifications, be introduced in accordance with the provisions of clause 38. – Consultation / Introduction of Change.
  - (b) Any dispute arising out of the application of this clause may be addressed in accordance with the dispute settlement processes of this agreement and the Award.

## **42. – MOBILITY**

- (1) This clause will apply to all current and prospective employees of the employer.
- (2) Employees shall not be appointed exclusively to individual hospital and health service sites of the employer.

In order for the employer to provide appropriate levels of healthcare to consumers it is necessary to have a workforce which is mobile and that, managed properly, mobility has the potential to improve the employment security, career opportunity and development, and work life of employees.

- (3) The parties agree that in giving effect to the mobility provisions of this clause, both the organisation's and the employee's needs are to be considered including;
  - (a) ensuring that the careers of employees are not disadvantaged
  - (b) consideration of family & carer responsibilities
  - (c) availability of transport
  - (d) matching skill level and professional suitability of any temporary job opportunity or permanent new position
  - (e) availability of training and support to assist the employee with any skills deficit in respect to the requirement of the temporary job opportunity or permanent new position.
  - (f) The classification level and relevant opportunity costs to the employee.

The parties acknowledge that the above considerations can only be properly assessed through consultation. Subject to the particular circumstances of individual employees, a greater degree of mobility may be expected in regard to higher classified employees.

- (5) The parties agree that they will assist in the introduction of this initiative on the following basis:
  - (a) Temporary Transfer

Subject to agreement between the employer and employee, an employee may be transferred to another position within the employer on a temporary basis, provided that:

- (i) the employer and employee mutually agree the decision to transfer
- (ii) the period of time is defined
- (iii) the transfer is at a comparable or higher classification level
- (iv) the employee is formally notified of the agreed duties and these are commensurate with the substantive classification of the employee or at a higher level and within the competency of the employee.

(b) Permanent Transfer

Subject to agreement between the parties, an employee may be transferred to another position within the employer on a permanent basis, provided that:

- (i) the employer and employee mutually agree the decision to transfer
- (ii) the transfer is at a comparable classification level
- (iii) the employee is formally notified of the agreed duties and these are commensurate with the substantive classification of the employee.

**43. - RATIFICATION**

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration.

Graham Baker

Signed

*Common Seal*

01/04/04

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

President, for and on behalf of the Health Services Union of Western Australia (Union of Workers)

Daniel P Hill

Signed

*Common Seal*

01/04/04

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Secretary, for and on behalf of the Health Services Union of Western Australia (Union of Workers)

Signed by Mike Daube, Director General of Health  
as delegate of the Minister of Health

Signed

19/03/04

\_\_\_\_\_  
Director General of Health

\_\_\_\_\_  
(Date)

## **SCHEDULE A**

### **Agreements Replaced and Cancelled by This Agreement**

This agreement replaces and cancels the following agreements:

Hospital Salaried Officers Metropolitan Health Services Enterprise Agreement 2001 (PSAAG 1 of 2002).

Hospital Salaried Officers Peel Health Service Enterprise Agreement 2001 (PSAAG 2 of 2002).

Hospital Salaried Officers Western Health Service Enterprise Agreement 2001 (PSAAG 3 of 2002).

Hospital Salaried Officers Kununoppin Health Service Enterprise Agreement 2001 (PSAAG 4 of 2002).

Hospital Salaried Officers Kellerberrin Health Service Health Service Enterprise Agreement 2001 (PSAAG 5 of 2002).

Hospital Salaried Officers Wyalkatchem - Koorda Hospital Enterprise Agreement 2001 (PSAAG 6 of 2002).

Hospital Salaried Officers Dundas Health Service Enterprise Agreement 2001 (PSAAG 7 of 2002).

Hospital Salaried Officers Southern Cross Health Service Enterprise Agreement 2001 (PSAAG 8 of 2002).

Hospital Salaried Officers Narembeen Health Service Enterprise Agreement 2001 (PSAAG 9 of 2002).

Hospital Salaried Officers Lower Great Southern Health Service Enterprise Agreement 2001 (PSAAG 10 of 2002).

Hospital Salaried Officers Laverton Leonora Health Service Enterprise Agreement 2001 (PSAAG 11 of 2002).

Hospital Salaried Officers Upper Great Southern Health Service Enterprise Agreement 2001 (PSAAG 12 of 2002).

Hospital Salaried Officers Merredin Health Service Enterprise Agreement 2001 (PSAAG 13 of 2002).

Hospital Salaried Officers Mukinbudin Health Service Enterprise Agreement 2001 (PSAAG 14 of 2002).

Hospital Salaried Officers Geraldton Health Service Enterprise Agreement 2001 (PSAAG 15 of 2002).

Hospital Salaried Officers West Pilbara Health Service, Roebourne District Hospital Enterprise Agreement 2001 (PSAAG 16 of 2002).

Hospital Salaried Officers Ravensthorpe Health Service Enterprise Agreement 2001 (PSAAG 17 of 2002).

Hospital Salaried Officers West Pilbara Health Service, Nickol Bay Hospital Enterprise Agreement 2001 (PSAAG 18 of 2002).

Hospital Salaried Officers Ashburton Health Service Enterprise Agreement 2001 (PSAAG 19 of 2002).

Hospital Salaried Officers South East Coastal Health Service Enterprise Agreement 2001 (PSAAG 20 of 2002).

Hospital Salaried Officers Kalgoorlie-Boulder Health Service Enterprise Agreement 2001 (PSAAG 21 of 2002).

Hospital Salaried Officers West Pilbara Health Service, Wickham District Hospital Enterprise Agreement 2001 (PSAAG 22 of 2002).

Hospital Salaried Officers Avon Health Service Enterprise Agreement 2001 (PSAAG 23 of 2002).

Hospital Salaried Officers Mullewa Health Service Enterprise Agreement 2001 (PSAAG 27 of 2002).

Hospital Salaried Officers Northampton Kalbarri Health Service Enterprise Agreement 2001 (PSAAG 28 of 2002).

Hospital Salaried Officers Quairading District Hospital Enterprise Agreement 2001 (PSAAG 29 of 2002).

Hospital Salaried Officers Dongara Eneabba Mingenew Health Service Enterprise Agreement 2001 (PSAAG 30 of 2002).

Hospital Salaried Officers North Midlands Health Service Enterprise Agreement 2001 (PSAAG 31 of 2002).

Hospital Salaried Officers Central Great Southern Health Service Enterprise Agreement 2001 (PSAAG 32 of 2002).

Hospital Salaried Officers Murchison Health Service Enterprise Agreement 2001 (PSAAG 33 of 2002).

Hospital Salaried Officers Bruce Rock Memorial Hospital Enterprise Agreement 2001 (PSAAG 34 of 2002).

Hospital Salaried Officers Corrigin District Hospital Enterprise Agreement 2001 (PSAAG 35 of 2002).

Hospital Salaried Officers Cunderdin District Hospital Enterprise Agreement 2001 (PSAAG 36 of 2002).

Hospital Salaried Officers Morawa and Districts Health Service Enterprise Agreement 2001 (PSAAG 37 of 2002).

Hospital Salaried Officers Beverley Health Service Enterprise Agreement 2001 (PSAAG 38 of 2002).

Hospital Salaried Officers Gascoyne Health Service Enterprise Agreement 2001 (PSAAG 40 of 2002).

Hospital Salaried Officers South West Health Service Enterprise Agreement 2001 (PSAAG 41 of 2002).

Hospital Salaried Officers East Pilbara Health Service Enterprise Agreement 2001 (PSAAG 42 of 2002).

Hospital Salaried Officers Kimberley Health Service Enterprise Agreement 2001 (PSAAG 43 of 2002).

**VARIATION RECORD**

**Health Services Union – Department of Health – Health Service Salaried Officers State Industrial Agreement 2004**

Delivered 27/04/04

<b>CLAUSE NO.</b>	<b>EXTENT OF VARIATION</b>	<b>ORDER NO.</b>	<b>OPERATIVE DATE</b>	<b>GAZETTE REFERENCE</b>
<b>13. Salaries and Payment</b>	(11) (corr)	PSAAG 4/04	27/04/04	Unreported 4/04