

**WA HEALTH ENGINEERING AND BUILDING SERVICES INDUSTRIAL
AGREEMENT 2007**

AG 40 of 2007

*This is not an official copy of the agreement as published by the WAIRC.
This document includes a number of adjustments to rates and comments as footnoted.*

PART 1 APPLICATION OF AGREEMENT

1 TITLE

This Agreement shall be titled the WA Health Engineering and Building Services Industrial Agreement 2007.

2 ARRANGEMENT¹

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3 DEFINITIONS

“Accredited official” means the Secretary or an official of a Union party to this Agreement. In the case of an official, he/she shall only be deemed an “accredited official” when the holder for the time being of a certificate signed by the relevant Union Secretary and bearing the Union’s seal.

“Construction work” means work on site in or in connection with:

- (a) the construction of a large industrial undertaking or any large civil engineering project;
- (b) the construction or erection of any multi-storey building; and
- (c) the construction, erection or alteration of any other building, structure or civil engineering project which the Employer and the Union(s) agree or, in the event of disagreement, which the Western Australian Industrial Relations Commission declares to be construction work for the purpose of this Agreement.

“Continuous service” shall include any period during which an employee is on annual leave and/or holidays up to any three calendar months, in which case the period in excess of three months shall not be counted as continuous service. In the case of approved periods of absence from work due to workers compensation, the first six months only of any such period shall count as continuous service. This definition shall not apply to continuous service for the purpose of calculating long service leave.

“Continuous shift worker” means an employee who is contracted to work ordinary hours of duty in accordance with a roster where the employee is rostered for afternoon and/or night shift with day shift as defined in Clause 12. Shift Work and who may be rostered to work on any of the days of the week that the service operates.

"Day off duty" means a day on which an employee is not rostered to work and for which the employee has no entitlement to pay.

“Employer” means the entities detailed in Clause 4. Application and Parties Bound, of this Agreement.

“HCU” means Health Care Units, which are the various discrete operational units of an Area Health Service.

“Metropolitan area” means that area in a radius of 50 kilometres from the Perth Central Railway Station.

"Ordinary salary" shall mean the appropriate salary rate prescribed in Schedule B. Salaries.

“Parties” means the Employer and the Unions bound by this Agreement.

"Rostered day off" means the paid day(s) off accruing to an employee resulting from the employee working an average of a 38 hour week and taken in accordance with the agreed roster.

"Union(s)" means any or all of the union organisations bound by this Agreement.

“WA Health” means all of the employers collectively, who are bound by this Agreement.

4 APPLICATION AND PARTIES BOUND

4.1 This Agreement applies to the employees covered by the WA Government Health Services Engineering and Building Services Award 2004, and binds the following parties:

- (a) The Minister for Health in his incorporated capacity under s.7 of the Hospitals and Health Services Act 1927 (WA) as:
 - (i) the Hospitals formerly comprised in the Metropolitan Health Service Board,
 - (ii) the Peel Health Services Board, and
 - (iii) the WA Country Health Service.

The Director General of Health is the delegate of the Minister for Health in his incorporated capacity under s.7 of the Hospitals and Health Services Act 1927 (WA). In this capacity the Director General acts as the “Employer” for the purposes of this Agreement.

- (b) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers’ Union of Australia Engineering & Electrical Division, WA Branch.
- (c) The Plumbers and Gasfitters Employees’ Union of Australia, West Australian Branch, Industrial Union of Workers.
- (d) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers – Western Australian Branch.
- (e) Construction, Forestry, Mining and Energy Union of Workers.

4.2 This Agreement shall operate throughout the State of Western Australia.

4.3 The estimated number of employees bound by this Agreement at the time of registration is 271.

5 TERM OF AGREEMENT

5.1 This Agreement shall operate from the date of registration in accordance with Section 41 of the *Industrial Relations Act 1979* (WA) and will expire on 31 December 2009.

5.2 The parties to this Agreement agree to commence negotiations for a replacement Agreement no later than 6 months prior to the expiry of this Agreement with a view to implementing a replacement agreement operative from 1 January 2010.

6 NO EXTRA CLAIMS

- 6.1 The parties to this Agreement undertake that for the term of this Agreement there will be no salary increases sought other than those provided under the terms of this Agreement. This includes salary adjustments arising out of State Wage Cases. Such increases are to be absorbed in the salaries set out in this Agreement.
- 6.2 Except where specifically provided for in Clause 52. Liberty to Apply, the parties to this Agreement undertake that there will be no extra claims.

7 RELATIONSHIP WITH AWARDS AND AGREEMENTS

- 7.1 Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of employees' salary increases for the life of this Agreement.
- 7.2 This Agreement cancels and replaces the WA Government Health Services Engineering and Building Services Enterprise Agreement 2004.
- 7.3 This Agreement is comprehensive and applies to the exclusion of the WA Government Health Services Engineering and Building Services Award 2004.

PART 2 TYPES OF EMPLOYMENT

8 CONTRACT OF SERVICE

8.1 Modes of Employment

- (a) Appointments shall be made in writing. The letter of appointment shall include the terms of the employee's appointment and shall appoint the employee to a classification under Schedule B - Salaries of this Agreement.
- (b) The contract of service shall be by the fortnight and, except as provided in subclause 8.1(d), 8.1(f), 8.2(a) and 8.8(b), shall be terminable by the giving of 2 weeks notice on either side or by the payment or forfeiture, as the case may be, of up to 2 weeks salary. Provided that, by agreement between the Employer and employee, the notice or payment prescribed may be varied or waived.
- (c) Full Time Employee
- A Full Time Employee is an employee who is employed to work an average of 38 hours per week.
- (d) Temporary Employees

- (i) The contract of service for a temporary employee shall be for the term specified in the employee's letter of appointment.
 - (ii) A temporary employee shall be paid the rate of pay for the classification prescribed by this Agreement for the work performed, for the period of the employment.
 - (iii) A temporary employee shall be entitled to all the conditions of employment prescribed by this Agreement provided that no provision of, nor anything done, pursuant to this Agreement, shall have the effect of extending the term of employment of a temporary employee.
- (e) Part-time Employees
- (i) A part-time employee is an employee regularly employed to work less than an average of 38 ordinary hours per week.
 - (ii) A part-time employee shall be paid on a pro-rata basis according to the hours worked, at the rate of pay for the classification prescribed by this Agreement for the work performed.
 - (iii) A part-time employee shall be entitled to the conditions of employment prescribed by this Agreement for the work performed, on a pro-rata basis.
- (f) Casual Employees
- (i) The contract of service for a casual employee shall be by the hour.
 - (ii) A "Casual Employee" shall mean an employee who is engaged to work for not more than 5 consecutive days.
 - (iii) A casual employee shall be paid a loading of 20 per cent in addition to the rates prescribed by Schedule B - Salaries.

8.2 Probation

- (a) An employee appointed by an employer bound by this Agreement, shall be on probation for a period not exceeding three months, unless otherwise determined by the employer. However, employees appointed from within the Western Australian public sector who have prior permanent employment which is continuous, will not be required to serve a probationary period.
- (b) Prior to the expiry of a period of probation, the employer shall:
 - (i) confirm the appointment; or
 - (ii) terminate the services of the employee.

Provided that, prior to the expiry of the initial three month period of probation, an employer may extend an employee's period of probation for a further period not exceeding three months' duration, but where this occurs, the employer shall notify the employee in writing of the extension and the reasons therefore.

- (c) At any time during a period of probation the employer may annul the appointment and terminate the services of the employee. During a period of probation, the contract of service shall be by the week and shall be terminable by the giving of 1 weeks notice on either side or by the payment or forfeiture, as the case may be, of up to 1 weeks salary.

8.3 Employees may be directed to perform any job within their area of expertise and scope of activity up to and at the classification level to which they are appointed provided that they have the necessary skills and competencies.

8.4 The Employer is entitled to deduct payment for any day or part thereof where the employee does not perform all duties as directed, consistent with the employee's classification, unless such non-performance is authorised in writing by the Employer.

8.5 Provision of Work

- (a) An employee, if engaged, and on presenting himself/herself for work to commence employment is not required, shall be entitled to at least 8 hours' work or payment thereof at ordinary rates and to payment of the appropriate allowance prescribed by Clause 20. Fares and Travelling Allowances of this Agreement.
- (b) This subclause shall not apply if an employee is not required by reason of inclement weather, in which case the provisions of Clause 39. Inclement Weather of the Building Trades Award No. 31 of 1966 shall apply, as varied from time to time.

8.6 An employee shall be guaranteed a full week's work provided that the Employer is entitled to deduct payment for any day or part thereof where:

- (a) an employee cannot be usefully employed due to strike action by any union or association, provided that employees who are required to attend for work and do so attend as required on any day, shall be paid a minimum of one day's pay at ordinary rates;
- (b) an employee is unable to work due to the breakdown of the Employer's machinery or through any stoppage of work by any cause which the Employer cannot reasonably prevent.

Provided that, in the case of wet weather, the decision as to whether it is too wet to work shall rest with the Employer, however, wet weather shall not affect an employee's entitlement to payment.

- (c) An employee not paid in accordance with subclause 8.6(a) or 8.6(b) shall not lose benefits which the employee would ordinarily attract under this Agreement, provided that the employee resumes work as required after the stand down, and

provided that the employee shall not be entitled to payment for any public holiday occurring during the period of the stand down where the stand down occurs under subclause 8.6(a).

8.7 The Employer shall be under no obligation to pay for any day or portion of a day not worked on which the employee is required to present him/herself for duty and does not, except where the absence is due to illness and comes within the provisions of Clause 29. Personal Leave or the absence is due to approved leave to which the employee is entitled under the provisions of this Agreement.

8.8 Termination of Employment

(a) This clause does not affect the Employer's right to dismiss an employee for misconduct and an employee so dismissed shall be paid salary up to the time of dismissal only.

(b) Period of Notice

Subject to subclause 8.1 and 8.8(a), the Employer must not terminate an employee's employment unless the following periods of notice are given or an employee is paid compensation in lieu of notice. Provided that, by agreement between the Employer and employee, the notice or payment prescribed may be varied or waived. This requirement to pay notice does not apply to apprentices, casuals, or persons employed for a specified period of time.

Period of continuous service with the Employer	Period of Notice
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

(c) The period of notice prescribed in subclause 8.8(b) is increased by one week if the employee is over 45 years old and has completed at least 2 years continuous service with the Employer.

8.9 Written Statements

(a) A dismissed employee may request in writing, a written statement from the Employer detailing the reason(s) for termination. The Employer shall provide such statement within 14 days of receipt of the request. Provided that in the case of dismissal for misconduct, the reason for such dismissal must be given in writing.

(b) A dismissed employee may make a written request to the Employer for a statement of service. The Employer shall provide such statement within 3 working days following receipt of the request.

9 SUPPORTED WAGE EMPLOYMENT

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

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

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

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

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

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

(b) Eligibility Criteria

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

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

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

(c) Supported Wage Rates

Employees to whom this clause applies 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 the following schedule:

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

(Provided that the minimum amount payable shall be not less than the amount prescribed by the relevant authority).

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

(d) Assessment of Capacity

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

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

(e) Lodgement of Assessment Instrument

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

(f) Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review

shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(g) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage 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 employees covered by this Agreement paid on a pro-rata basis.

(h) Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause 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 employees in the area.

(i) Trial Period

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

PART 3 HOURS OF WORK

10 HOURS OF WORK AND ROSTERING

10.1 Ordinary hours of work shall be an average of 38 hours per week.

- 10.2 Ordinary hours of work shall be worked as rostered, between 0600 hours and 1800 hours Monday to Friday, in 5 consecutive shifts of 7 hours and 36 minutes (exclusive of meal breaks).
- 10.3 The roster shall be established and maintained by the Employer in accordance with the operational requirements of the Employer after consultation with the employees to whom the rosters apply.
- 10.4 The roster shall be posted on each occasion at least 48 hours before it comes into operation, in a convenient place where it can be readily seen by the employees concerned.
- 10.5 Rostered work outside of the ordinary hours of work shall attract the relevant shift penalties. Unrostered work shall attract the relevant overtime provisions.
- 10.6 Meal Breaks and Tea Breaks
- (a) An employee shall take one unpaid meal break as near as reasonably practicable to the middle of each rostered shift. Meal breaks shall be not less than 30 minutes and not more than 90 minutes in duration. Travelling time taken to reach the staff facility at which the meal break is taken shall not exceed 10 minutes including “wash-up” time between the time of downing tools and commencing the meal break. Travelling time taken to return to the job and commence work after the completion of the meal break shall not exceed 5 minutes.
 - (b) An employee may take one paid refreshment break prior to the unpaid meal break and one paid refreshment after the unpaid meal break. Refreshment breaks shall be taken on the job or at the staff facility closest to the location the employee is working and, in any event, shall not exceed 10 minutes including “wash-up” time between the time of downing tools and resuming work.
 - (c) An employee may determine the commencement time of refreshment breaks and the time and duration of the meal break provided that the timing and/or duration of the breaks do not interrupt the near completion of work, interfere with the completion of urgent work, interfere with the rectification of a breakdown of plant, or interfere with routine maintenance of plant which can only be done while such plant is idle.
 - (d) Notwithstanding subclause (c) the Employer may from time to time roster meal and refreshment breaks if it is necessary for work to continue uninterrupted. Where the Employer so rosters the meal and refreshment breaks and an employee works in excess of six hours without a meal break the employee shall be paid at overtime rates for the time worked in excess of six hours, until released from duty to commence the meal break.
- 10.7 Nothing in this Agreement shall prevent the Parties from agreeing to alternative arrangements to regulate ordinary hours of work and rostering.

10.8 Notwithstanding the provisions of this clause ordinary hours of work may, by agreement between the Employer and employees, be worked as rostered in accordance with one of the following cycles:

(a) Nine day fortnight

(i) Rostered Day Off

Actual hours of 76 hours as rostered over nine days per fortnight with the tenth day to be taken as an unpaid rostered day off.

The following provisions shall apply to an employee working under this arrangement:

(1) Each employee shall be allowed 1 rostered day off each fortnight in accordance with a roster prepared by the Employer showing days and hours of duty and rostered days off for each employee.

A rostered day off shall be the first or last day of the week unless otherwise agreed between the Employer and employee.

(2) Annual Leave and Public Holidays

A four week annual leave entitlement is equivalent to 152 hours, the equivalent of eighteen rostered working days of 8 hours 27 minutes, and 2 rostered days off.

For the purposes of annual leave, a day shall be credited as 8 hours 27 minutes.

(3) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time, as rostered.

(4) Study Leave

Credits for Study Leave shall be given for educational commitments falling due between an employee's nominated starting and finishing times.

(b) Nineteen day month

Actual hours of 152 hours as rostered over four weeks with the twentieth day to be taken as an unpaid rostered day off. The following provisions shall apply to an employee working under this arrangement:

(1) Rostered Day Off

Each employee shall be allowed one rostered day off each 4 week cycle in accordance with a roster prepared by the Employer showing days and hours of duty and rostered days off for each employee. A rostered day off shall be the first or last day of the week unless otherwise agreed between the Employer and employee.

(2) Leave and Public Holidays.

A 4 week annual leave entitlement is equivalent to 152 hours, the equivalent to 19 rostered working days of 8 hours, and one rostered day off.

For the purposes of annual leave, a day shall be credited as 8 hours.

(3) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time, as rostered.

(4) Study Leave

Credits for Study Leave shall be given for educational commitments falling due between and employee's nominated starting and finishing times.

- (c) The Employer shall not withdraw from an agreement for ordinary hours to be worked in accordance with this subclause without prior consultation pursuant to Clause 46. Introduction of Change.

10.9 Flexitime

Notwithstanding the provisions of this clause, flexitime may be worked by agreement between the Employer and Employee/s. All provisions of the Agreement continue to apply except where inconsistent with these provisions.

- (a) The working of flexitime arrangements shall be subject to the following:
- (i) The Employer shall be responsible for authorising a flexitime roster. The roster shall indicate minimum staffing requirements, any parameters relating to starting and finishing times, lunch break coverage and flexileave, the minimum operation parameters (MOPs).
 - (ii) The MOPs shall be prepared after consultation with the employees to whom the roster applies.
 - (iii) Subject to subclause 10.9(a)(ii), MOPs may be varied to accommodate operational requirements.

(b) Subject to there being work available to be done and subject to the employee being capable of undertaking the available work, an employee may select their own starting and finishing times within the parameters from time to time specified by the Employer. In the absence of such specification the following parameters shall apply:

- (i) Commencement of shift: 0600 to 0930 hours.
- (ii) Minimum lunch break of 30 minutes to be taken within 6 hours of commencing work on any day.
- (iii) End of Shift: 1500 to 1930 hours.

(c) Hours of Duty

The ordinary hours of duty may be an average of 8 hours and 30 minutes per day, which may be worked with flexible commencement and finishing times in accordance with this clause, provided that:

- (i) An average of 38 hours per week shall be worked.
- (ii) The maximum number of hours that can be worked on any day shall be 10 hours.
- (iii) The minimum number of hours that can be worked on any day shall be 4 hours.
- (iv) At no point shall credit hours exceed 76 hours.
- (v) At no point shall debit hours exceed 15 hours and 12 minutes.
- (vi) The ordinary hours of duty shall be worked on Monday to Friday, unless agreed otherwise from time to time.
- (vii) The settlement period shall be 4 weeks, commencing at the beginning of a pay cycle.

(d) Credit Hours

- (i) Credit hours worked in excess of the average of 38 hours per week to a maximum of 76 hours, are permitted at the end of each settlement period. Credit hours shall be carried forward to the next settlement period.
- (ii) Where an employee has credit hours in excess of 76 hours at the end of a settlement period, the employee shall have one settlement period to reduce the credit hours to 76 hours. If the employee does not reduce the credit hours to at least 76 hours within the settlement period, the Employer may roster the employee off duty during the subsequent settlement period to bring credit hours down to 76 hours.

- (iii) Where the credit hours of an employee are regularly in excess of 76 hours, the Employer may require the employee to revert to working rostered shifts.
 - (iv) Ordinarily, credit hours shall be accessed as half days or single days off.
 - (v) Employees shall be able to nominate the days upon which they shall access their credit time, provided the nominated days accommodate the MOPs and provided the nominated days may be cancelled by the Employer in response to operational necessity.
 - (vi) The maximum number of days (or equivalent half days) which may be taken off in any settlement period shall be 4 days (inclusive of days taken off by way of the nine day fortnight), except by agreement.
- (e) Debit Hours
- (i) Debit hours below the required average of 38 hours per week to a maximum of 15 hours and 12 minutes are permitted at the end of a settlement period. Debit hours shall be carried forward to the next settlement period.
 - (ii) Where an employee has debit hours in excess of 15 hours and 12 minutes, the employee shall have one settlement period to reduce the debit hours to at least 15 hours and 12 minutes. If the employee does not reduce the debit hours to at least 15 hours and 12 minutes within the settlement period, the Employer may roster the employee on duty for the regular rostered day off without penalty to the Employer, to bring debit hours up to 15 hours and 12 minutes.
 - (iii) Where the debit hours of an employee are regularly in excess of 15 hours and 12 minutes, the Employer may require the employee to revert to working rostered shifts.
- (f) Termination of Employment
- (i) Once an employee tenders notice of resignation, the employee shall not work additional credit hours, other than where the employee's hours are in debit, except by agreement. Credit hours accrued after notice of resignation is tendered shall not be paid out to an employee, except where the hours are worked by agreement.
 - (ii) On termination, credit hours to a maximum of 76 hours shall be paid out. Credit hours in excess of 76 shall only be paid out in the instance where the employee has not been allowed by the Employer to clear it during the notice period.
 - (iii) On termination, debit hours shall be deducted from the employee's final pay.
- (g) Rostered Shifts

- (i) Where an employee has been instructed to work a rostered shift, the appropriate overtime provisions shall apply after 8 hours and thirty minutes of ordinary hours of work are worked on any day.
 - (ii) An employee shall be given not less than 48 hours notice by the Employer of the requirement to work a rostered shift.
 - (iii) Where less than the required notice is provided, an employee shall be credited with one additional hour of credit.
 - (iv) Notwithstanding the provisions of this subclause, the Employer shall endeavour to provide staff with as much notice as possible of the requirement to work a rostered shift.
- (h) All employees are required to record their daily hours of work on flex sheets. At the end of each settlement period, flex sheets are to be verified by the Supervisor. Flex sheets shall be kept in a central location. Past flex sheets shall be maintained by the Department and available for inspection by any person authorised to inspect them.
- (i) Nothing in this clause shall alter the employers pre-existing rights to determine work arrangements and the manner in which work is undertaken to suit the operational requirements of the employer, including the making of provisions for attendance of employees for duty on Saturdays, Sundays or public holidays, the performance of shift work or the cancellation of flexible working hours, as provided for by the Agreement.
- (j) For the purposes of this clause:
- “Rostered shift” shall mean any shift of 8 hours and 30 minutes of ordinary hours, the starting and finishing times of which are specified by the Employer, which the Employer instructs the employee to work.

11 OVERTIME

11.1 Overtime Rate.

- (a) Work required by the Employer to be performed outside of the ordinary hours of work, shall be paid for at the overtime rates of:
 - (i) Double time and a half when carried out on a public holiday;
 - (ii) Double time when carried out after 1200 hours on a Saturday, or any time on a Sunday; or
 - (iii) Time and a half for the first 2 hours and double time thereafter at any other time.
- (b) Overtime on shift work shall be based on the rate payable for shift work.

- (c) On the request of an employee, the Employer may grant time off in lieu of payment for overtime. Time of in lieu shall be proportionate to the payment to which the employee is otherwise entitled.
 - (d) The allocation of overtime shall not be made on the basis of an employee's preference for payment or time off in lieu.
- 11.2 The provisions of this clause do not operate so as to require payment of more than double time rates, or double time and a half on a public holiday prescribed under this Agreement.
- 11.3 Each day stands alone in calculating overtime but if overtime continues beyond midnight on any day, time worked after midnight shall be deemed part of the previous day's work.
- (a) An employee on overtime duty is entitled, where practicable, to have a minimum break of 10 hours before recommencing work on successive days.
 - (b) An employee shall be paid at ordinary time for any rostered ordinary hours which fall while a 10 hour break is being observed.
 - (c) Where an employee is directed by the Employer to recommence work after less than a ten hour break, the employee shall be paid at the rate of double time for all time worked thereafter until released from duty. The employee shall be entitled to be absent until 10 hours off duty are observed.
 - (d) For shift employees the period of ten hours shall be reduced to 8 hours when overtime worked:
 - (i) is due to a private arrangement between employees, or
 - (ii) is due to a shift employee not reporting for duty, or
 - (iii) is for the purpose of changing shift rosters.
 - (e) This subclause does not apply where overtime is worked as a result of a recall and actual time worked is less than three hours on such recall or on each of such recalls.
 - (f) This subclause shall not apply to casuals.
- 11.4 An employee who is recalled to work after leaving the workplace at the end of the shift shall be paid a minimum of 3 hours at the relevant overtime rates. Time reasonably spent in getting to and from work shall be counted as time worked. An employee shall be paid in excess of the minimum of 3 hours where the addition of the time worked and the time spent travelling to and from work exceeds a total of 3 hours.
- 11.5 Employees in areas as agreed between the parties may be rostered for stand by duty outside of the ordinary hours of work. In addition to any payment due under this Agreement for any overtime worked, each employee rostered for stand by duty shall be paid -

- (a) 3 hours pay at ordinary rates if rostered on any day Monday to Friday inclusive or if stand by rates are applicable on a rostered day off.
- (b) 4 hours pay at ordinary rates if rostered on a Saturday or a Sunday.
- (c) 3 hours pay at ordinary rates plus a day in lieu if rostered on a public holiday.

Provided that alternative arrangements may be agreed upon in writing, between the parties.

11.6 Work on a Rostered Day Off

- (a) An employee required to work on a rostered day off shall be re-rostered for another day off at a mutually convenient time, in lieu of overtime rates prescribed in this clause.
- (b) Provided that, should the Employer and employee so agree, the time involved may be treated and paid as overtime in accordance with the other provisions of this clause.
- (c) Provided further, that the employee shall be paid in accordance with the call out provisions of this subclause where called out on a rostered day off and required to work for less than 1 complete day.

11.7 Meal Breaks During Overtime

- (a) An employee required to work 2 hours or more overtime continuous with their rostered hours, which necessitates taking a meal break, shall be paid a meal allowance of \$9.60 for each meal so required or may be provided with a meal ticket.

Provided that this subclause shall not apply to an employee notified on the previous day of the requirement to work such overtime.

- (b) Where an employee so notified provides themselves with a meal and subsequently is not required to work overtime or is required to work less overtime than the period notified, the employee shall be paid for each meal provided and not the required the amount prescribed in subclause 11.7(a).

11.8 Overtime for Apprentices

- (a) Apprentices under 18 years of age shall not be required to work overtime or shift work unless the employee so desires.
- (b) Apprentices shall not, except in an emergency, work or be required to work overtime or shift work at times which would prevent attendance at Technical School, as required by any statute, award or regulation applicable to the apprentice.

- 11.9 When an employee, after having worked overtime and/or shifts for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are

not available, the Employer shall provide conveyance to the employee's home or the nearest public transport.

- (a) The Employer may require any employee to work reasonable overtime at overtime rates.
- (b) Unions party to this Agreement, and/or employees covered by this Agreement, shall not in any way, directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this clause.

12 SHIFT WORK

12.1 Notwithstanding any other provision of this Agreement, shift work may be worked as rostered, but where the shift work is to be regular rostered shiftwork, the Employer shall notify the relevant Union party to this Agreement.

12.2 Shift Penalties

- (a) For the purposes of this subclause:-
 - (i) "Afternoon shift" shall mean a shift which commences at or after 1200 hours and before 1800 hours. Provided that an afternoon shift shall not mean a shift which commences at or after 1200 hours and is completed at or before 1800 hours on that day.
 - (ii) "Night shift" shall mean a shift which commences at or after 1800 hours and before 0600 hours.
- (b) Shift Penalty Rates
 - (i) An employee when working on afternoon shift shall be paid a loading of 15% of the hourly rate for the classification in which the employee is employed.
 - (ii) An employee when working on night shift shall be paid a loading of 20% of the hourly rate for the classification in which the employee is employed.
- (c) Subject to the provisions of this Agreement all work performed on a rostered shift, when the major portion of the shift falls on a Saturday, Sunday or a public holiday, shall be paid for as follows :-
 - (i) Saturday - at the rate of time and one half.
 - (ii) Sunday - at the rate of time and three quarters.
 - (iii) Public Holidays - at the rate of double time and a half.

- (iv) These rates shall be paid in lieu of the shift allowance prescribed in subclauses 12.2(a) and 12.2(b) of this clause.
- (d) Where an employee who is not regularly rostered to work afternoon, night or public holiday shifts, but is occasionally required to work such shifts, these shifts shall attract the following penalty rates:
 - (i) Monday to Friday - at the rate of time and one half for the first 2 hours and double time thereafter.
 - (ii) Saturday and Sunday - at the rate of double time.
 - (iii) These penalty rates shall be paid in lieu of the shift allowance prescribed in subclauses 12.2(a), 12.2(b) and 12.2(c) of this clause.

This provision does not apply to a regular shift worker who works in accordance with a defined roster.

- (e) Time worked in excess of the ordinary working hours shall be paid for at ordinary rates:
 - (i) If it is due to private arrangements between the employees themselves; or
 - (ii) If it does not exceed two hours and is due to a relieving person not coming on duty at the proper time; or
 - (iii) If it is for the purpose of effecting the customary rotation of shifts.

12.3 Shift Rostering

- (a) Broken shifts shall not be worked.
- (b) An employee changing to or from night and day duty will be free from duty during the twenty hours immediately preceding the commencement of the changed duty.
- (c) Each employee will be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, days off will be consecutive and will not be preceded by a night shift unless the employee is rostered to work an evening or night shift immediately following rostered days off.
- (d) An employee changing from evening duty to day duty will not be required to commence until a period of 9.5 hours has elapsed since ceasing evening duty.
- (e) An employee other than one engaged to work part-time will not be required to work a combination of shifts exceeding all night, day or evening shifts or both day and evening shifts in either the first or second week of the roster.
- (f) The employee's roster of working hours will be exhibited and will be readily available to employees and/or their nominated representative.

- (g) Where practicable, an employee's ordinary hours of work will not be rostered over more than 6 consecutive days. No employee will be rostered to work more than ten duties over a fortnightly period. In the case of employees working ten-hour night shifts a maximum of five consecutive shifts may be worked unless the employee requests and the employer approves such a request. No employee will be required to work more than eight ten hour shifts in any one fortnightly period.

PART 4 RATES OF PAY

13 PAYMENT OF SALARIES

13.1 Payment of Salaries

- (a) Each employee shall be paid the annual salary, proportionate to hours worked, prescribed for his or her classification in Schedule B. Salaries.
 - (i) The weekly rate of pay shall be calculated by dividing the prescribed annual salary by 52.166.
 - (ii) The hourly rate of pay shall be calculated by dividing the weekly rate of pay by 38.
- (b) Employee's annual salary shall be paid in equal fortnightly instalments by direct funds transfer into an account nominated by the employee at an approved bank, building society or credit union.
- (c) Where exceptional circumstances exist and direct funds transfer is impractical, by agreement between the Employer and employee, payment by cheque may be made.

13.2 Deductions

- (a) Deductions for income tax, superannuation and such other purposes as may be prescribed by law, shall be made automatically from the employee's pay.
- (b) Where the Employer and employee agree in writing, deductions for any other purpose may be made. The Employer may withdraw from any such agreement with four weeks notice. The employee may direct that any such deductions shall cease with one clear pay periods notice.

13.3 Payment on Ceasing Employment

- (a) When an employee ceases employment before the usual pay day, the employee shall be paid his / her final pay by direct funds transfer into the employee's nominated account, within 14 days of the date the employee ceases work.

14 APPRENTICES

14.1 Apprentices may be taken in the ratio of one apprentice for every 2 or fraction of 2 (the fraction being not less than 1) tradespersons and shall not be taken in excess of that ratio unless -

- (a) The Union or Unions concerned so agree; or
- (b) The Western Australian Industrial Relations Commission so determines.

14.2 Where an apprentice's rostered day off duty as prescribed in Clause 10. Hours of Work and Rostering falls within a period of block release, an alternative rostered day off shall be arranged at a mutually convenient time.

14.3 Salary

Term	Percentage of Tradesperson's Rate
(a) Four year term -	
First year	42
Second year	55
Third year	75
Fourth year	88
(b) Three and a half year term -	
First six months	42
Next year	55
Next following year	75
Final year	88
(c) Three year term -	
First year	55
Second year	75
Third year	88
(d) The Tradesperson's rate is the rate applicable to a Hospital Maintenance Technician Level 5 under this Agreement.	

14.4 Notwithstanding any other provision of this Agreement, an apprentice 21 years of age or over shall not be paid less than 75% of the Tradesperson's rate.

14.5 If, through no fault of their own, an apprentice fails to attend a period of training in any week, fortnight or year as prescribed that period shall be made up during the final year of the apprenticeship if the Employer and the training authority so arrange.

- 14.6 An apprentice shall be released to attend vocational classes or classes of instruction in accordance with the Industrial Training Act 1975, the Industrial Training (Apprenticeship Training) Regulations 1981 or the Apprenticeship Agreement as the case requires. Apprentices shall be paid the ordinary salary they would otherwise have been paid during the period they are released from work.
- 14.7 The provisions of this Agreement shall be read in conjunction with the Industrial Training Act 1975 and the Industrial Training (Apprenticeship Training) Regulations 1981.

15 OVERPAYMENTS

- 15.1 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 salary of the employee.
- 15.2 One-off Overpayments
- (a) 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
 - (b) Subject to subclauses 15.4 and 15.5, in the period immediately following the pay period in which it was discovered that overpayment has occurred.
- 15.3 Cumulative Overpayments
- (a) Subject to subclauses 15.4 and 15.5 of this clause, 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.
- 15.4 In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.
- 15.5 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.

16 UNDERPAYMENTS

- 16.1 Where an employee is underpaid in any manner, the employer will act expeditiously to rectify the error as soon as practicable.
- 16.2 Notwithstanding subclause 16.1, an error shall be rectified no later than in the pay immediately following the date on which the Employer discovers, or is advised, that the error occurred.

- 16.3 Notwithstanding the provisions of subclause 16.1, an employee shall be paid any underpayment immediately by way of a special payment where the underpayment of salary will cause financial hardship.

17 SALARY PACKAGING

- 17.1 For the purposes of this Agreement, salary packaging shall mean an arrangement whereby the salary or salary benefit arising under a contract of employment is reduced, with another or other benefits to the value of the replaced salary being substituted and due to the employee.
- 17.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement.
- 17.3 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.
- 17.4 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.
- 17.5 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement provided that the terms of such agreement shall comply with the terms of this clause.
- 17.6 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 to the employer.
- 17.7 The salary packaging arrangement must comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.
- 17.8 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee, or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.
- 17.9 An employee may elect to cancel any salary packaging arrangement by giving a minimum of four weeks notice.
- 17.10 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.
- 17.11 Notwithstanding subclauses 17.9 and 17.10 of this clause, the employer and the employee may agree to forgo the notice period.

- 17.12 The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.
- 17.13 For the purposes of this provision, any penalty rate, loading or other salary related allowances which would ordinarily be calculated on the basis of the salary rates expressed in Schedule B. Salaries, shall continue to be so calculated despite an election to participate in any salary packaging arrangement.
- 17.14 For the purposes of this provision, employer contributions to the Government Employees Superannuation Board administered West State Superannuation Scheme shall be made on the basis of pre-packaging salary rates. To avoid doubt, employer contributions shall not be reduced as a result of an employee participating in salary packaging pursuant to this provision.

PART 5 ALLOWANCES

18 HIGHER DUTIES ALLOWANCE

- 18.1 An employee who is required by the Employer to act in a position which attracts a higher rate of pay than the employee's ordinary rate of pay, shall be paid higher duties based on the difference between the rates of pay and the proportion of the higher classified duties which were assigned, provided that:
- (a) An employee who undertakes higher duties for more than 2 hours in a shift shall in addition be paid higher duties for the whole of the remainder of the shift.
 - (b) No higher duties allowance is payable to an employee who is required to act in a position solely because the substantive occupant is on a single rostered day off.

19 LEADING HAND ALLOWANCE²

- 19.1 An employee placed in charge of 3 or more other employees shall, in addition to the employee's ordinary salary, be paid -
- (a) Not less than 3 and not more than 10 other employees - ~~\$31.84~~ \$38.20 per week.
 - (b) More than 10 and not more than 20 other employees - ~~\$42.59~~ \$51.20 per week.
 - (c) More than 20 other employees - ~~\$53.33~~ \$64.10 per week.
- 19.2 The rates herein prescribed shall be deemed to form part of the ordinary rate of salary of the employees concerned for all purposes of this Agreement.

² Increased with effect from beginning of the first pay commencing on or after 21 August 2008 in line with movement in underpinning Award 2004 rate (reference 2008 WAIRC 01290).

- 19.3 Nothing in the Agreement shall require payment of a leading hand allowance to an employee placed in charge of other employees if that employee's classification defines the exercise of supervisory / leading hand duties.
- 19.4 The Allowances in this clause shall be varied with any movement in the equivalent allowances in the WA Government Health Services Engineering and Building Services Award 2004.

20 FARES AND TRAVELLING ALLOWANCES

- 20.1 An employee shall be paid for the excess period of travelling time at ordinary rates where:
- (a) The employee is required to work at a location other than the employee's usual place of work; and
 - (b) The time taken in travelling from the employee's place of residence to work and/or return exceeds the time normally taken in travelling from the employees place of residence to the usual place of work and/or return
- 20.2 If the fares actually and reasonably incurred in travelling undertaken in accordance with subclause 20.1(a) exceed the fares normally paid by the employee in travelling from the place of residence and return, the Employer shall pay the employee the difference in the amount of the fares.
- 20.3 Where an employee is required to take up duty away from headquarters on relief duty or to perform special duty, and necessarily resides temporarily away from the employee's usual place of residence, then the employee shall be reimbursed reasonable expenses in accordance with the provisions of Clause 50. Relieving Allowance of the Public Service Award 1992.
- 20.4 The provisions of this subclause apply to employees engaged for permanent employment at depots north of the 26th parallel of south latitude.
- (a) In this subclause, "fare" includes the cost of transporting any tools owned by an employee and required by him in his employment.
 - (b) Subject to the provisions of this subclause, the fare of an employee from the place of engagement to any place of employment shall be paid by the employer and the employee shall be paid at ordinary rates for not more than eight hours in any day for time spent in travelling to the place of employment, including time occupied in waiting for transport connections, but if the employee uses a mode of travel not approved by the employer travelling time in excess of eight hours shall not be allowed unless the Board of Reference otherwise determines.
 - (c) The amount of the fare paid by an employer pursuant to subclause 20.4(b) of this subclause may be deducted from the subsequent earnings of the employee concerned in such manner as is agreed in writing between the employee and the employer.

- (d) If an employee completes six months continuous service with an employer or is dismissed before that time through no fault of his own, any amount deducted by that employer from the employee's salary pursuant to subclause 20.4(c) of this subclause shall be refunded to the employee.
- (e) The employer shall pay the fare of the employee from the place of employment to the place of engagement if the employment terminates and:
 - (i) the employee has completed twelve months continuous service with that employer; or
 - (ii) the employee has completed six months continuous service with that employer and is dismissed through no fault of his own.
- (f) Where an employee has completed six months continuous service and leaves for a reason deemed reasonable by his employer he shall be paid one-sixth of the fare referred to in subclause 20.4(e) of this subclause for each month of service in excess of six months.

21 TRAVELLING ALLOWANCE

An employee who travels on official business shall be reimbursed reasonable expenses on the following basis:-

21.1 When a trip necessitates an overnight stay away from headquarters and the employee:

- (a) is supplied with accommodation and meals free of charge; or
- (b) attends a course, conference, etc., where the fee paid includes accommodation and meals; or
- (c) travels by rail and is provided with a sleeping berth and meals; or
- (d) is accommodated at a Government institution, hostel or similar establishment and supplied with meals;

reimbursement shall be in accordance with the rates prescribed in Column A, Items (1), (2) or (3) of Schedule C. Travelling, Transfer and Relieving Allowance.

21.2 When a trip necessitates an overnight stay away from headquarters and the employee is fully responsible for his or her own accommodation, meals and incidental expenses:-

- (a) where hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A, Items (4) to (8) of Schedule C. Travelling, Transfer and Relieving Allowance; and
- (b) where other than hotel or motel accommodation is utilised reimbursement shall be

in accordance with the rates prescribed in Column A, Items (9), (10) or (11) of Schedule C. Travelling, Transfer and Relieving Allowance.

- 21.3 When a trip necessitates an overnight stay away from headquarters and accommodation only is provided at no charge to the employee, reimbursement shall be made in accordance with the rates prescribed in Column A, Items 1, 2 or 3 and Items 12, 13 or 14 of Schedule C. Travelling, Transfer and Relieving Allowance subject to the employees' certification that each meal claimed was actually purchased.
- 21.4 To calculate reimbursement under subclauses 21.1 and 21.2 of this clause for a part of a day, the following formula shall apply:-
- (a) If departure from headquarters is:
before 8.00am - 100% of the daily rate.
8.00am or later but prior to 1.00pm - 90% of the daily rate.
1.00pm or later but prior to 6.00pm - 75% of the daily rate.
6.00pm or later - 50% of the daily rate.
- (b) If arrival back at headquarters is:
8.00am or later but prior to 1.00pm - 10% of the daily rate.
1.00pm or later but prior to 6.00pm - 25% of the daily rate.
6.00pm or later but prior to 11.00pm - 50% of the daily rate.
11.00pm or later - 100% of the daily rate.
- 21.5 When an employee travels to a place outside a radius of fifty (50) kilometres measured from the employee's headquarters, and the trip does not involve an overnight stay away from headquarters, reimbursement for all meals claimed shall be at the rates set out in Column A, Items (12) or (13) of Schedule C. Travelling, Transfer and Relieving Allowance clause subject to the employee's certification that each meal claimed was actually purchased.
- Provided that when an employee departs from headquarters before 8.00am and does not arrive back at headquarters until after 11.00pm on the same day the employee shall be paid at the appropriate rate prescribed in Column A, Items (4) to (8) of Schedule C. Travelling, Transfer and Relieving Allowance.
- 21.6 When it can be shown to the satisfaction of the employer by the production of receipts that reimbursement in accordance with Schedule C. Travelling, Transfer and Relieving Allowance does not cover an employee's reasonable expenses for a whole trip the employee shall be reimbursed the excess expenditure.
- 21.7 In addition to the rates contained in Schedule C. Travelling, Transfer and Relieving Allowance an employee shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.
- 21.8 If on account of lack of suitable transport facilities an employee necessarily engages reasonable accommodation for the night prior to commencing travelling on early morning transport the employee shall be reimbursed the actual cost of such accommodation.

- 21.9 Reimbursement of expenses shall not be suspended should an employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with provisions of Clause 29. Personal Leave of this Agreement, and the employee continues to incur accommodation, meal and incidental expenses.
- 21.10 Reimbursement claims for travelling in excess of 14 days in one month shall not be passed for payment by a certifying employee unless the Chief Executive Officer has endorsed the account.
- 21.11 An employee who is relieving at or temporarily transferred to any place within a radius of fifty (50) kilometres measured from the employee's headquarters shall not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires absence from the employee's headquarters over the usual midday meal period shall be paid at the rate prescribed by Item 17 of Schedule C. Travelling, Transfer and Relieving Allowance for each meal necessarily purchased, provided that:-
- (a) such travelling is not a normal feature in the performance of the employee's duties; and
 - (b) such travelling is not within the suburb in which the employee resides; and
 - (c) the employee's total reimbursement under this subclause for any one pay period shall not exceed the amount prescribed by Item (18) of Schedule C. Travelling, Transfer and Relieving Allowance.
- 21.12 The Allowances in this clause shall be varied with any movement in the equivalent allowances in the Public Service Award 1992.

22 MOTOR VEHICLE ALLOWANCE

- 22.1 Where an employee is required and authorised to use their own motor vehicle in the course of their duties an employee shall be paid an allowance not less than that provided for in the table set out hereunder. Notwithstanding anything contained in this subclause the Employer and the employee may make any other arrangement as to car allowance not less favourable to the employee.
- 22.2 Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.
- 22.3 A year, for the purpose of this clause, shall commence on the 1st day of July and end on the 30th day of June next following.

Rates of Hire for use of Employee's Own Vehicle on Employer's Business			
Area and Details	Engine Displacement (in Cubic Centimetres)		
Distance Travelled Each Year of	Over 2600cc	Over 1600cc – 2600cc	1600cc and under

Employer's Business	cents per km	cents per km	cents per km
Metropolitan Area	69.0	58.9	48.9
South West Land Division	71.5	61.1	51.0
North of 23.5 South Latitude	78.7	67.3	56.4
Rest of the State	73.7	62.9	52.4
Motor Cycle (in all areas)	23.9 cents per kilometre		

22.4 "Metropolitan Area" means that area within a radius of fifty kilometres from the Perth City Railway Station.

"South West Land Division" means the South West Land Division as defined by Section 28 of the Land Act 1933 excluding the area contained within the Metropolitan Area.

22.5 The Allowances in this clause shall be varied with any movement in the equivalent allowances in the Public Service Award 1992.

23 DISTRICT ALLOWANCE

The term of the District Allowance (Government Officers) General Agreement 2005 or its replacement shall apply in lieu of the provisions of this clause to the extent of any inconsistency.

23.1 For the purposes of this clause the following terms shall have the following meaning:

"Dependant" in relation to an employee means:

- (a) a spouse; or
- (b) where there is no spouse, a child or any other relative resident within the State who relies on the employee for their main support;
who does not receive a district or location allowance of any kind.

"Partial Dependant" in relation to an employee means:

- (a) a spouse; or
- (b) where there is no spouse, a child or any other relative resident within the State who relies on the employee for their main support;
who receives a district or location allowance of any kind less than that applicable to an employee without dependants under any award, agreement or other provision regulating the employment of the partial dependant.

"Spouse" means an employee's spouse including de facto spouse.

23.2 For the purpose of this clause, the boundaries of the various districts shall as described hereunder and as delineated on the map at Schedule D – District Allowance map of this Agreement.

District:

- (i) The area within a line commencing on coast; thence east along latitude 28 to a point north of Talling Peak; thence due south to Talling Peak; thence southeast to Mt Gibson and Burracoppin; thence to a point southeast at the junction of latitude 32 and longitude 119; thence south along longitude 119 to coast.
- (ii) That area within a line commencing on the south coast at longitude 119 then east along the coast to longitude 123; then north along longitude 123 to a point on latitude 30; thence west along latitude 30 to the boundary of No. 1 District.
- (iii) The area within a line commencing on coast at latitude 26; thence along latitude 26 to longitude 123; thence south along longitude 123 to the boundary of No. 2 District.
- (iv) The area within a line commencing on the coast at latitude 24; thence east to the South Australian border; thence south to the coast; thence along the coast to longitude 123; thence north to the intersection of latitude 26; thence west along latitude 26 to the coast.
- (v) That area of the State situated between the latitude 24 and a line running east from Carnot Bay to the Northern Territory border. That area of the State north of a line running east from Carnot Bay to the Northern Territory border.

23.3 An employee shall be paid a district allowance at the standard rate prescribed in Column II of Schedule D. District Allowances of this Agreement, for the district in which the employee's headquarters is located. Provided that where the employee's headquarters is situated in a town or place specified in Column III of Schedule D. District Allowances of this Agreement, the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of Schedule D. District Allowances of this Agreement.

23.4 An employee who has a dependant shall be paid double the district allowance prescribed by subclause 23.3 of this clause for, the district, town or place in which the employee's headquarters is located.

23.5 Where an employee has a partial dependant the total district allowance payable to the employee shall be the district allowance prescribed by subclause 23.3 of this clause plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial

dependant would receive if he or she was employed in a full time capacity under the Award, Agreement or other provision regulating the employment of the partial dependant.

- 23.6 When an employee is on approved annual recreation leave, the employee shall for the period of such leave, be paid the district allowance to which the employee would ordinarily be entitled.
- 23.7 When an employee is on long service leave or other approved leave with pay (other than annual recreational leave), the employee shall only be paid district allowance for the period of such leave if the employee, dependants or partial dependants remain in the district in which the employee's headquarters is situated.
- 23.8 When an employee leaves his or her district on duty, payment of any district allowance to which the employee would ordinarily be entitled shall cease after the expiration of two weeks unless the employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the employer.
- 23.9 Except as provided in subclause 23.8 of this clause, a district allowance shall be paid to any employee ordinarily entitled thereto in addition to reimbursement of any travelling transfer or relieving expenses or camping allowance.
- 23.10 Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in Schedule D. District Allowances of this Agreement, is required to travel or temporarily reside for any period in excess of one month in any district or districts in respect of which such allowance is so payable, the employee shall be paid for the whole of such period a district allowance at the appropriate rate pursuant to Schedule D. District Allowances of this Agreement, subclause 23.4 or 23.5 of this clause, for the district in which the employee spends the greater period of time.
- 23.11 When an employee is provided with free board and lodging by the employer or a Public Authority the allowance shall be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.
- 23.12 An employee who is employed on a part-time basis shall be entitled to district allowance on a pro-rata basis. The allowance shall be determined by calculating the hours worked by the employee as a proportion of the full-time hours prescribed by the Agreement under which the employee is employed. That proportion of the appropriate district allowance shall be payable to the employee.
- 23.13 The Allowances in this clause shall be varied with any movement in the equivalent allowances in the Public Service Award 1992.

24 UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

24.1 Uniforms and Protective Clothing

- (a) The Employer shall supply and the employee shall wear such protective clothing and footwear as is required.

- (b) The Employer may supply uniforms and may require them to be worn at all times when considered necessary by the Employer, in sufficient quantity to ensure a clean uniform per shift.
- (c) Protective clothing or uniforms supplied under clauses 24.1(a) or 24.1(b) shall remain the property of the Employer.
- (d) All washable clothing forming part of the protective clothing or uniforms supplied by the Employer shall either be laundered by the Employer or in lieu thereof the employee may be paid a laundry allowance. The amount of the laundry allowance and those items of protective clothing or uniforms to be laundered by the employee shall be as agreed from time to time between the parties.
- (e) The standard uniform issue may be varied by agreement between the Employer and the Union(s).
- (f) By agreement, on an HCU basis, the parties may agree on alternative arrangements for the provision and laundering of uniforms and protective clothing at each HCU.
- (g) HCU specific arrangements for the provision and laundering of uniforms and protective clothing as at the date of registration of this Agreement shall not be changed by the Employer without prior consultation.

24.2 Protective Equipment

- (a) The Employer shall make available a sufficient supply of personal issue protective equipment for use by employees when engaged on work for which such personal issue protective equipment is reasonably necessary, and employees shall be required to appropriately use such protective equipment, in accordance with the requirements of the Occupational Safety and Health Act 1984.
- (b) An employee shall not lend another employee any personal issue protective equipment issued to the first mentioned employee.

24.3 Change Room

A suitable and convenient change room shall be available for employees to use. The change room shall not be used for storing noxious materials.

25 SPECIAL RATES AND PROVISIONS

25.1 Disability Allowances

- (a) Except as otherwise provided in this clause, the annual base salaries prescribed in this Agreement incorporate a commuted allowance which is in full substitution for all disability allowances and other special rates and provisions.

(b) Polychlorinated Biphenyls:

Employees required to remove or handle equipment or fittings containing polychlorinated biphenyls (PCBs), for which protective clothing must be worn, shall be paid an allowance of \$1.70 for each hour or part thereof whilst so engaged.

(c) Asbestos:

(i) Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority.

(ii) Employees engaged in a work process involving asbestos who are required to wear protective equipment, ie. respiratory protection in the form of a high efficiency class H particulate respirator and/or special clothing, shall be paid an allowance of \$0.53 per hour for each hour or part thereof whilst so engaged.

(d) Furnace Work

Employees engaged in the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles, steam generators, heat exchangers and similar refractory work or on underpinning shall be paid \$1.17 per hour or part thereof whilst so engaged.

(e) Construction Allowance

(i) In addition to the appropriate rate of pay prescribed in Schedule B. Salaries of this Agreement, an employee shall be paid -

(1) \$37.50 per week if engaged on the construction of a large industrial undertaking or any large civil engineering project;

(2) \$33.80 per week if engaged on a multi-storey building but only until the exterior walls have been erected, the windows completed and a lift made available to carry the employee between the ground floor and the floor upon which the employee is required to work. A "multi-storey building" is a building which, when completed, shall consist of at least five stories.

(3) \$19.90 per week if engaged otherwise on Construction Work.

(ii) The rates specified in subclause 25.1(e)(i) shall be discounted by \$17.36 per week, the amount of the commuted allowance granted under subclause 25.1(a) of this subclause.

(f) Asbestos Eradication

- (i) This sub-clause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Agreement.
- (ii) For the purposes of this clause “asbestos eradication” means work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.
- (iii) All aspects of asbestos work shall meet as a minimum standard the provisions of the National Health and Medical Research Council codes, as varied from time to time, for the safe demolition/removal of asbestos based materials.

Without limiting the effect of the above provision, any person who carried out asbestos eradication work shall do so in accordance with the legislation/regulations prescribed by the appropriate authorities.

- (iv) An employee engaged in asbestos eradication (as defined) shall receive an allowance of \$1.16 per hour worked in lieu of rates prescribed in subclause 25.1(c) of this clause.
 - (v) Respiratory protective equipment, conforming to the relevant parts of the appropriate Australian Standard (ie. 1716 "Specification of Respiratory Protective Devices") shall be worn by all personnel during work involving eradication of asbestos.
- (g) Where more than one of the disabilities entitling an employee to extra rates exists on the same job the employee shall be paid only the highest rate for the disabilities so prevailing.

25.2 Tools - Allowances and Provisions

- (a) The salary of all tradespersons employed under this Agreement incorporates a tool allowance for the purpose of such tradesperson supplying and maintaining tools ordinarily required in the performance of work as a tradesperson.
- (b) The salary of all apprentices incorporates the percentage which appears against the relevant year of apprenticeship in subclause (3) of Clause 14. Apprentices of the appropriate tradespersons tool allowance.
- (c) The tool allowance prescribed in subclause 25.2(a) includes an amount for the purpose of enabling employees to insure their tools against loss or damage by theft or fire.
- (d) Apprentice Tool Kits
 - (i) On commencement of an apprenticeship, the Employer shall provide an apprentice with a basic tool kit, the composition of which shall be agreed in writing between the parties on an AHS basis.

- (ii) The tool kit provided in accordance with subclause 25.2(d)(i) shall remain the property of the Employer until, on successful completion of the apprentice's indenture, it shall become the property of the apprentice, without deduction.
- (iii) Any dispute regarding the composition of the tool kit shall be addressed through the procedures contained in Clause 51. Dispute Resolution.
- (e) The Employer shall provide, for the use of tradespersons or apprentices, all necessary power tools, special purpose tools and precision measuring instruments.
- (f) A tradesperson or an apprentice shall replace or pay for any tools supplied by the Employer, if lost through the negligence of such employee.
- (g) An employee in receipt of a tool allowance shall provide him/herself with all necessary tools kept in suitable condition for the performance of the work.
- (h) Storage of Tools
 - (i) The Employer shall provide a waterproof and reasonably secure place on each job where the employees' tools (when not in use) may be locked up apart from the Employer's plant or material.
 - (ii) The Employer shall indemnify an employee in respect of any tools of the employee stolen if the Employer's failure to comply with this clause is a material factor in contributing to the theft of the tools.

25.3 Licences - Allowances and Provisions

- (a) Plumbing Trade Allowance, Industry Allowance, Electrical Trade Allowance, and Hospital Environment Allowance

The rate of salary and allowances specified in Schedule B - Salaries of this Agreement incorporates:

- (i) an amount in substitution of payment of the Plumbing Trade Allowance as defined at sub-clause (7) of Clause 9 of the Building Trades (Government) Award 1968;
 - (ii) an amount in substitution of payment of the Industry and Hospital Environment Allowances as defined in the Building Trades (Government) Award 1968 and the Engineering Trades (Government) Award 1967;
 - (iii) an amount in substitution of the payment of Electrical Licence Allowance as defined at sub-clause (22) of Clause 17 of the Engineering Trades (Government) Award 1967.
- (b) Permit Work

Any licensed plumber called upon by the Employer to use the licence issued to him/her by the Metropolitan Water Supply, Sewerage and Drainage Board for a period in any one week shall be paid \$20.00 for that week in addition to the rates otherwise prescribed.

(c) Scaffolding Certificate Allowance

A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by an accredited training provider and is required to act on that certificate whilst engaged on work requiring a certified person shall be paid \$0.44 per hour or part thereof in addition to the rates otherwise prescribed in this Agreement.

(d) Nominee Allowance

A licensed electrical fitter or mechanic who acts as nominee for the Employer shall be paid an allowance of \$20.00 per week.

(e) Setter Out

A setter out (other than a leading hand) in a joiner's shop shall be paid \$4.15 per day in addition to the rates otherwise prescribed.

25.4 General

The work of an electrical fitter/mechanic shall not be tested by an employee holding a lower grade licence.

PART 6 LEAVE

26 ANNUAL LEAVE

The provisions of this clause do not apply to Casual Employees.

26.1 Employees shall receive 20 days of paid annual leave, excluding public holidays, for each period of 12 months continuous service.

26.2 An additional 5 days of paid annual leave shall be granted:

- (a) To a shift employee regularly rostered to work on Sundays and public holidays.
- (b) To a continuous shift worker.

Provided that where an employee is rostered in this manner for only part of the 12 month qualifying period, this entitlement shall accrue at the rate of 3.65 hours of pay for each completed week the employee is continuously so engaged, and this accrual shall be in lieu of the leave accrual granted by subclause 26.3.

- 26.3 Employees' annual leave entitlement shall accrue pro rata on a weekly basis, being 2.92 hours pay per week of continuous service, and be cumulative from year to year.
- 26.4 With the Employer's agreement, an employee may be allowed to take annual leave before it has accrued.
- 26.5 Annual leave shall be taken at times agreed between the employee and the Employer. In reaching such agreement equal consideration shall be given to the needs of the employee and the operational convenience of the Employer.
- 26.6 Employees shall be entitled, after the end of each period of 12 months continuous service and before the completion of the subsequent period of 12 months continuous service, to take annual leave in one continuous period of 4 weeks or in two separate periods of not less than 2 weeks on each occasion.
- 26.7 If the Employer and the employee agree annual leave may be taken in any number of periods of not less than 1 day on each occasion.
- 26.8 Should any public holidays fall within an employee's period of annual leave, the holiday or holidays, as the case may be, shall be added to the period of annual leave.
- 26.9 Employees shall take unused annual leave accrued during a period of 12 months continuous service before the completion of the subsequent period of 12 months continuous service, if required by the Employer on the giving of reasonable notice.
- 26.10 An employee shall be paid when on leave the rate of pay the employee received for the greatest proportion of the calendar month prior to taking the leave.
- 26.11 An employee shall be paid for each period of annual leave at the time of taking the leave, if the employee so elects.
- 26.12 The annual base salaries prescribed in this Agreement incorporate a commuted allowance which is in substitution for leave loading. Leave entitlements utilised during the life of this Agreement, including credits accrued prior to the commencement of this Agreement, shall not otherwise attract leave loading.
- 26.13 Nothing in this Agreement shall prevent an employee, with the consent of the Employer, from accumulating and carrying forward any portion of the employee's annual leave entitlements from one year to the next.
- 26.14 The Employer shall not unreasonably withhold consent for the accumulation of up to 40 days of paid annual recreation leave for the purpose of taking extended leave in a particular year.
- 26.15 Annual leave shall continue to accrue during periods of annual leave, public holidays, long service leave and authorised sick leave (paid or unpaid) provided that:

- (a) In the case of long service leave, only for up to a maximum period of absence of 3 months, but where long service leave on half pay is taken, annual leave shall accrue proportionally over any period of leave which does not exceed the equivalent of 3 months on full pay.
- (b) In the case of sick leave, only for up to a maximum period of absence of 3 months.

26.16 Approved periods of absence from work through Workers Compensation shall not interrupt continuity of service, but annual leave shall accrue during the first 6 months only of any such absence.

26.17 Annual Leave Payout or Recovery on Termination.

- (a) Any accrued and pro-rata leave which has not been taken shall be paid on termination of employment.
- (b) Pro-rata leave shall not be paid where employment is terminated for misconduct or other grounds that justify summary dismissal.
- (c) If at termination an employee has taken more leave than has been accrued, the employee shall pay back that leave. The Employer may deduct any money owing from the employee's final pay.

26.18 An employee who works an average of a 38 hour week and who accumulates a rostered day off, shall be required to take one period of annual leave to include a rostered day off duty. The rostered day off duty shall not attract additional pay or leave in lieu of that rostered day off.

26.19 In addition to the leave prescribed in this clause, employees working north of 26 degrees south latitude shall receive an additional five working days annual leave on the completion of each year of continuous service in the region. Annual leave loading is not payable on this additional leave.

- Leave Options

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

26.21 To exercise one or more of the options specified in subclauses 26.22 to 26.25 inclusive of this clause, an employee must make written application in the manner prescribed by the employer.

26.22 (a) In addition to annual leave, at the request of an employee the employer may agree to an arrangement ("the arrangement") whereby the employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of purchased leave:

Number of Weeks' Salary Spread Over 52 Weeks	Number of Weeks' Purchased Leave
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44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- (b) Purchased leave will not be able to be accrued, provided that the employee is to be entitled to pay in lieu of purchased leave not taken.
- (c) 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.
- (d) 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 continue from year to year unless the employer is otherwise notified in writing by the employee.
- (e) For the purposes of this subclause and without limiting the meaning of the term, “operational requirements” may include the:
- (i) availability of suitable leave cover, if required;
 - (ii) cost implications;
 - (iii) impact on client/patient service requirements; and
 - (iv) impact on the work of other employees.
- (f) 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.
- (g) All annual leave taken during the course of the arrangement shall be paid at the reduced rate.
- (h) The additional leave shall continue to accrue while the employee is on leave during the course of the arrangement.
- (i) The reduced salary shall be used for all purposes during the course of the arrangement.
- (j) The additional leave shall not attract leave loading.

26.23 Double the leave on half pay

Subject to operational requirements as defined in subclause 26.22(e) 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.

26.24 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 4 weeks of annual and/or long service leave available to be taken in that year, the employee may choose 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.

26.25 Deferred Salary Scheme for 12 Months Leave

- (a) By written agreement between the employer and the employee an employee may enter into a deferred salary scheme over a 5 year period in which the employee may be paid 80% of their base salary over a 4 year period with the unpaid component accrued over the 4 years and paid out in equal instalments during the 5th year.
- (b) For the purpose of this clause, base salary shall include commuted allowances where applicable.
- (c) The 5th 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 4 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 (e.g. 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 their final pay.
- (h) Any paid leave taken during the first 4 years of this arrangement shall be paid at 80% of the employee's base salary.

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

27 ANNUAL LEAVE TRAVEL CONCESSION

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

27.2 Provided that the entitlement referred to in subclause 27.1 hereof shall only be available to employees who have worked continuously in the area for 12 months.

27.3 An employee may elect to proceed direct to any point south of the 26th parallel in Western Australia, provided that travel will only be approved to a point not further south than Perth; provided further that where special circumstances exist, approval may be given for the concession to apply to other destinations.

27.4 The concession shall be available in the following manner –

- (a) a return air fare for the employee and their dependants to Perth; or
- (b) full motor vehicle allowance for the car trip at the rates prescribed in Clause 22. Motor Vehicle Allowance of this Agreement, provided that reimbursement shall not exceed the cost of a return air fare to Perth for the employee and dependants.

27.5 An employee, who has less than 12 months of service in the abovementioned area and who is required to proceed on annual leave to suit the convenience of the employer, shall be entitled to the provisions of subclause 27.4 hereof.

27.6 Where employees are entitled to a travel concession under this clause, a travel concession covering the cost of airfares or motor vehicle allowance up to a maximum amount equivalent to the value of a return fully flexible and refundable airfare to Perth will be provided for each employee and each of his/her dependants when proceeding on annual leave to a location other than Perth or Geraldton.

27.7 Paid Travelling Time

- (a) In the case of travel as described in subclause 27.4(a), one day, each way, travelling time shall be paid for as though worked.

- (b) In the case of travel as described in subclause 27.4(b), employees shall be entitled to the following travelling time, paid for as though worked –
 - (i) employees stationed north of the 20th degree parallel - 2.5 days each way;
or
 - (ii) for the remainder - two days each way.

27.8 The mode of travel shall be at the discretion of the employer.

27.9 A travel concession, not utilised within 12 months of becoming due, will lapse.

28 PUBLIC HOLIDAYS

28.1 Prescribed Public Holidays:

- (a) New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day shall be paid public holidays.
- (b) Any additional public holidays proclaimed under Section 7 of the Public and Bank Holidays Act, 1972 shall be observed as public holidays.

28.2 When a paid public holiday falls on a Saturday or Sunday, the holiday shall be observed on the next Monday.

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

28.4 In each case the substituted day shall be a paid holiday and the day for which it is substituted shall not be a holiday.

28.5 Payment for Public Holidays.

- (a) An employee not required to work on a day solely because the day is a public holiday shall be paid for the ordinary hours that the employee would have worked as if the day had not been a public holiday.
- (b) Payment for holidays shall be in accordance with the usual hours of work.

28.6 All hours worked on a public holiday shall be paid at the rate of double time and a half of the ordinary rate of pay or if an employee chooses, the employee shall be paid at the rate of time and a half of the ordinary rate of pay and time off in lieu credits shall be increased by the equivalent of the time worked.

28.7 Public Holidays Falling on Days Off.

- (a) Where a public holiday falls on a rostered day off or a day off duty as prescribed in Clause 10. Hours of Work and Rostering, a day off shall be observed in lieu of the public holiday at a mutually convenient time.
 - (b) If a public holiday falls on an employee's rostered day off or falls on an employee's day off duty, the employee's time off in lieu credits shall be increased by the number of hours that would ordinarily have been worked if that day had been an ordinary working day.
- 28.8 In exceptional circumstances, where an employee so requests and with the agreement of the Employer, employee and the relevant Union, time off in lieu credits accumulated under this clause may be paid out.
- 28.9 When an employee is absent on leave without pay, sick leave without pay or workers' compensation, any day observed as a public holiday falling during the absence shall not be treated as a paid holiday. If the employee is on duty or available on the whole of the working day immediately preceding a public holiday or on the whole of the working day immediately following a day observed as a public holiday, the employee shall be paid for such holiday.
- 28.10 A part-time employee shall not be entitled to payment for any public holiday referred to in this clause if not rostered to work on that holiday.
- 28.11 Nothing in this Agreement shall prevent the Parties from agreeing alternative arrangements for the taking of public holidays.

29 PERSONAL LEAVE

- 29.1 The intention of Personal Leave is to give employees and employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick, carers and short leave.
- 29.2 This clause shall operate from the date of registration of this Agreement. On commencement of the operation of this clause, both sick and short leave ceased to exist for the purposes of this Agreement. All existing sick leave credits will be converted to cumulative Personal Leave and recorded in hours. An additional 3.8 hours will be added to cumulative Personal Leave. Existing Short Leave entitlements will be converted to non-cumulative Personal Leave up to a maximum of 16 hours. An employee's pre-existing sick leave anniversary date is maintained for the purposes of the Personal Leave entitlement.
- 29.3 Personal leave is not for circumstances normally met by other forms of leave.
- 29.4 This clause does not apply to casual employees.
- 29.5 An employee employed on a fixed term contract for a period of twelve months or more shall be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract for a period less than twelve months shall be credited on a pro rata basis for the period of the contract.

- 29.6 A part time employee shall be entitled to the same personal leave credits as a full time employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the employee not been on personal leave.

Entitlement

- 29.7 The employer shall credit each permanent full time employee with 114 hours personal leave credits for each year of continuous service of which 98.8 hours are cumulative and 15.2 hours non-cumulative as follows:

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

- 29.8 Where employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- 29.9 In the year of accrual the 114 hours personal leave entitlement may be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year of accrual any unused personal leave from that year up to a maximum of 98.8 hours will be cumulative and added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.
- 29.10 Whilst employees are able to access personal leave in accordance with subclause 29.24 of this clause, access must be consistent with the *Minimum Conditions of Employment Act 1993*.
- 29.11 In accordance with the *Minimum Conditions of Employment Act 1993* entitlement to paid sick leave, in an anniversary year the number of hours the employee is entitled to use for the purposes of carer's leave is up to 76 hours of this entitlement.
- 29.12 Notwithstanding subclause 29.11 of this clause, access to carers leave is not limited to up to 76 hours per anniversary year, where the employee has accumulated personal leave credits in excess of 76 hours.
- 29.13 Personal leave will not be debited for public holidays, which the employee would have observed.
- 29.14 Personal leave may be taken on an hourly basis.

Variation of ordinary working hours

- 29.15 When an employee's ordinary working hours change during an anniversary year personal leave credits are adjusted to reflect the pro rata portion for that anniversary year.
- 29.16 At the time ordinary working hours change, personal leave credits are adjusted to reflect ordinary working hours up to that point in time as a proportion of the total ordinary working hours for the anniversary year.
- 29.17 Personal leave is credited pro rata on a weekly basis from the time ordinary working hours change until the next anniversary date such that total hours credited for that anniversary year is on a pro rata basis according to the number of ordinary working hours for the period.

Reconciliation

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

Access

- 29.21 An employee is unable to access personal leave while on any period of parental leave or leave without pay. An employee is unable to access personal leave while on any period of annual or long service leave, except as provided for in subclauses 29.33 and 29.34 (Re-crediting Leave).
- 29.22 If an employee has exhausted all accrued personal leave the employer may allow the employee who has at least twelve months service to anticipate up to 38 hours personal leave from next year's credit. If the employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the employer, calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of the employee.
- 29.23 In exceptional circumstances the employer may approve the conversion of an employee's personal leave credits to half pay to cover an absence on personal leave due to illness.

Application for Personal Leave

29.24 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause 29.7 the employer may grant personal leave in the following circumstances:

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

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

29.26 The definition of family shall be the definition contained in the *Equal Opportunity Act 1984* for "relative". That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee.

29.27 Where practicable, the employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, the employee must advise the Employer as soon as reasonably practicable of the inability to attend for work, the nature of the illness or injury and the estimated period of absence. This advice shall be provided within 24 hours of commencement of the absence, other than in extraordinary circumstances.

Evidence

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

29.29 In general, supporting evidence is not required for single or two (2) consecutive day absences. Where the employer has good reason to believe that the absence may not be reasonable or legitimate, the employer may request evidence be provided. The employer must provide the employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.

29.30 Where there is doubt about the cause of an employee's illness, the employer may require the employee to submit to a medical examination by a medical practitioner of the employer's choice, which the employee must attend. Where it is reported that the absence is because of illness caused by the misconduct of the employee, or the employee fails

without reasonable cause to attend the medical examination, the fee for the examination must be deducted from the employee's salary and personal leave will not be granted.

- 29.31 If the employer has reason to believe that an employee is in such a state of health as to render a danger to themselves, fellow employees or the public, the employee may be required to obtain and furnish a report as to the employee's condition from a registered medical practitioner nominated by the employer. The fee for any such examination shall be paid by the employer.

Re-crediting Annual Leave

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

Re-crediting Long Service Leave

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

Personal Leave Without Pay Whilst Ill or Injured

- 29.34 Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The employer shall not unreasonably withhold this leave.
- 29.35 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect salary increment dates, anniversary date of sick leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.
- 29.36 Personal leave without pay is not available to employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in paragraphs (b), (c) or (d) of subclause 29.24 of this clause. However, other forms of leave including leave without pay may be available.

Other Conditions

- 29.37 Where an employee who has been retired from the Public Sector on medical grounds resumes duty therein, personal leave credits at the date of retirement shall be reinstated.

This provision does not apply to an employee who has resigned from the Public Sector and is subsequently reappointed.

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

Workers' Compensation

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

Portability

29.40 The employer shall credit an employee additional personal leave credits up to those held at the date that employee ceased previous employment provided:

- (a) immediately prior to commencing employment in the Public Sector of Western Australia, the employee was employed in the service of:
 - (i) the Commonwealth Government of Australia, or
 - (ii) any other State of Australia, or
 - (iii) in a State body or statutory authority prescribed by *Administrative Instruction 611*; and
- (b) the employee's employment with the Public Sector of Western Australia commenced no later than one (1) week after ceasing previous employment, and
- (c) the personal leave credited shall be no greater than that which would have applied had the entitlement accumulated whilst employed in a State body or statutory authority prescribed by *Administrative Instruction 611*.

29.41 The maximum break in employment permitted by subclause 29.39 (b) of this clause, may be varied by the approval of the employer provided that where employment with the Public Sector of Western Australia commenced more than one (1) week after ceasing the previous employment, the period in excess of one (1) week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous employer.

Travelling Time for Regional Employees

29.42 Subject to the evidentiary requirements set out in subclauses 29.28 to 29.30 of this clause, a regional employee who requires medical attention at a medical facility in Western Australia

located 240 km or more from their workplace will be granted paid travel time undertaken during the employee's ordinary working hours up to a maximum of 38 hours per annum.

- 29.43 The employer may approve additional paid travel time to a medical facility in Western Australia where the employee can demonstrate to the satisfaction of the employer that more travel time is warranted.
- 29.44 The provisions of subclauses 29.42 and 29.43 - Travelling Time for Regional Employees are not available to employees whilst on leave without pay or sick leave without pay.
- 29.45 The provisions of subclauses 29.42 and 29.43 - Travelling Time for Regional Employees apply as follows.
- (a) An employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
 - (b) An employee employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
 - (c) A part time employee shall be entitled to the same entitlement as a full time employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
 - (d) The provisions not apply to casual employees.

30 SPECIAL LEAVE WITHOUT PAY

Employees may be granted leave without pay provided that the leave does not conflict with operational requirements.

31 SPECIAL LEAVE WITH PAY

Employees may be granted leave with pay provided that the leave does not conflict with operational requirements.

32 BEREAVEMENT LEAVE

32.1 Employees including casuals shall on the death of:

- (a) the partner or de-facto partner of the employee;
- (b) the child or step-child or grandchild of the employee (including an adult child, step-child or grandchild);

- (c) the parent, step-parent or grandparent of the employee;
- (d) the brother, sister, step brother or step sister; or
- (e) any other person who, immediately at or 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 paid 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.

- 32.2 The two (2) days need not be consecutive.
- 32.3 Bereavement leave is not to be taken during any other period of leave.
- 32.4 Payment of such leave may be subject to the employee providing evidence, if so requested by the employer, of the death or relationship to the deceased that would satisfy a reasonable person.
- 32.5 An employee requiring more than two (2) days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employee's 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 or leave without pay provided all accrued leave is exhausted.

Travelling time for Regional Employees

- 32.6 Subject to prior approval from the employer, an employee entitled to bereavement leave and who as a result of such bereavement travels to a location within Western Australia that is more than 240 km from their workplace will be granted paid time off for the travel period undertaken in the employee's ordinary working hours up to a maximum of 15.2 hours per bereavement. The employer will not unreasonably withhold approval.
- 32.7 The employer may approve additional paid travel time within Western Australia where the employee can demonstrate to the satisfaction of the employer that more than two days travel time is warranted.
- 32.8 The provisions of this clause are not available to employees whilst on leave without pay or sick leave without pay.
- 32.9 The provisions of subclauses 32.6 and 32.7 - Travelling Time for Regional Employees, apply as follows.
- (a) An employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.

- (b) An employee employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
- (c) A part time employee shall be entitled to the same entitlement as a full time employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
- (d) For casual employees, the provisions apply to the extent of their agreed working arrangements.

33 LONG SERVICE LEAVE

- 33.1 Employees shall receive a cumulative entitlement to 13 weeks paid long service leave after 10 years' continuous service; and after each further 7 years' continuous service.
- 33.2 Long service leave shall be taken at times agreed between the employee and the Employer. In reaching such agreement equal consideration shall be given to the needs of the employee and the operational convenience of the Employer.
- 33.3 Employees shall be entitled, after the end of each accrual period and before the completion of the subsequent accrual period, to take long service leave in one continuous period of 13 weeks.
- 33.4 Employees shall take long service leave within 3 years of the date the leave is accrued unless the Employer agrees otherwise.
- 33.5 An employee, by agreement, may choose to take long service leave as an entitlement to 26 weeks of leave at half pay. In calculating the rate of pay to apply in such an instance, the provisions of subclause (14) of the General Order, referred to in subclause 33.13 hereof, shall apply.
- 33.6 If the Employer and the employee agree long service leave may be taken in any number of periods not less than 1 week on each occasion.
- 33.7 A public holiday occurring during a period of long service leave is part of the long service leave and an extra day in lieu shall not be granted.
- 33.8 In this clause "continuous service" includes any period during which an employee was absent on approved paid leave, and any service with the Employer immediately prior to this Agreement having effect.
- 33.9 In this clause "continuous service" does not include any periods exceeding 4 weeks, on each occasion, during which an employee was absent on leave without pay or parental leave or any other absence during which the employee was not paid, however such leave shall not be deemed to break service.

- 33.10 In this clause “continuous service” does not include any periods during which an employee was absent on long service leave which had accrued prior to 1 April 1974.
- 33.11 If an employee is retired by the Employer on the grounds of ill health or for any other cause and the employee has completed at least 12 months continuous service the employee shall be paid out pro-rata long service leave.
- 33.12 Pro-rata long service leave shall be paid out to an employee’s estate or any other person nominated by the employee in writing, in the event of the employee’s death, if the employee has completed at least 12 months continuous service.
- 33.13 Subject to the provisions of this clause the long service leave provisions set out in Volume 66 of the Western Australian Industrial Gazette, at pages 319 to 321 inclusive, shall apply to employees covered by this Agreement.

34 PARENTAL LEAVE

34.1 Definitions

For the purpose of this clause:

- (a) “Employee” includes full time, part time, permanent and a fixed term contract employees up until the end of their contract period, and “eligible” casual employees.
- (b) A casual employee is “eligible” if the employee –
- (i) has been engaged on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
 - (ii) but for an expected birth of a child to the employee or the employee’s partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.
- (c) Without limiting subclause 34.1(c) of this clause, a casual employee is also “eligible” if the employee -
- (i) was engaged on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than 12 months; and
 - (ii) at the end of the first period of employment, the employee ceased, on the employer’s initiative, to be so engaged by the employer; and
 - (iii) the employer later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the second period

of employment) that started not more than three months after the end of the first period of employment; and

- (iv) the combined length of the first period of employment and the second period of employment is at least 12 months; and
 - (v) the employee, for an expected birth of a child to the employee or the employee's spouse or de facto partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement on a regular and systematic basis.
- (d) "Partner" means a person who is a spouse or de facto partner
 - (e) "Primary Care Giver" is the employee who will assume the principal role for the care and attention of a child/children. The employer may require confirmation of primary care giver status.
 - (f) "Public sector" means an employing authority as defined in section 5 of the *Public Sector Management Act 1994*.
 - (g) "Replacement employee" is an employee specifically engaged to replace an employee proceeding on parental leave.

34.2 Basic entitlement

- (a) An Employee is entitled to 52 weeks unpaid parental leave in respect of the:
 - (i) birth of a child to the employee or the employee's partner; or
 - (ii) adoption of a child who is not the natural child or the stepchild of the employee or the employee's partner; is under the age of five; and has not lived continuously with the employee for six months or longer.
- (b) The paid and unpaid parental leave entitlement up to a maximum of 52 weeks may be shared between partners assuming the role of primary care giver.
- (c) Parental leave may only be taken concurrently by an employee and his or her partner as provided for in subclause 34.5 or under special circumstances with the approval of the employer.
- (d) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

34.3 Birth of a child

- (a) An employee shall provide the employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner confirming the pregnancy and the estimated date of birth.

- (b) If the pregnancy results in other than a live child or the child dies during the period of paid parental leave, the entitlement to paid parental leave as provided in subclause 34.12 of this clause remains intact.

34.4 Adoption of a child

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

34.5 Partner leave

- (a) An employee who is not a primary care giver shall be entitled to a period of unpaid partner leave of up to one week at the time of the birth of a child/children to his or her partner. In the case of adoption of a child this period shall be increased to up to three weeks unpaid leave.
- (b) The employee may request to extend the period of unpaid partner leave up to a maximum of eight weeks.

34.6 Notice and variation

- (a) The employee shall give not less than four weeks notice in writing to the employer of the date the employee proposes to commence paid or unpaid parental leave stating the period of leave to be taken.
- (b) An employee seeking to adopt a child shall not be in breach of subclause 34.6(a) above by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- (c) An employee proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period elect to reduce or extend the period stated in the original application, provided four weeks written notice is provided.

34.7 Other leave entitlements

- (a) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave to which the employee is entitled for the whole or part of the period of unpaid parental leave.

- (b) Subject to all other leave entitlements being exhausted an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to 2 years.
- (c) The employer shall only refuse such a request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include:
 - (i) cost;
 - (ii) lack of adequate replacement staff;
 - (iii) loss of efficiency; and
 - (iv) the impact on customer service.
- (d) An employee who believes their request has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.
- (e) Any period of leave without pay must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the employer the total combined period of leave without pay following parental leave will not exceed two years.
- (f) An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in subclause 34.7(a) and 34.7(b) of this clause.
- (g) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.
- (h) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a specified period as certified necessary by a registered medical practitioner.

34.8 Transfer to a safe job

- (a) If the employee gives her employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - (i) illness, or risks, arising out of her pregnancy; or
 - (ii) hazards connected with that position; then

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

- (b) If the employee's employer does not think it to be reasonably practicable to modify the duties of the position or transfer the employee to a safe job the employee is entitled to paid leave for the period during which she is unable to continue in her present position.
- (c) An entitlement to paid leave provided in subclause 34.8(b) of this clause is in addition to any other leave entitlement the employee has and the employee is to be paid the amount the employee would reasonably have expected to be paid if the employee had worked during that period.
- (d) An entitlement to paid leave provided in subclause 34.8(b) of this clause ends at the earliest of whichever of the following times is applicable:
 - (i) the end of the period stated in the medical certificate;
 - (ii) if the employee's pregnancy results in the birth of a living child – the end of the day before the date of birth;
 - (iii) if the employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

34.9 Communication during Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the location, status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the location, status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause 34.9(a) of this clause.

34.10 Returning to work

- (a) An employee shall confirm the intention to return to work by notice in writing to the employer not less than four weeks prior to the expiration of parental leave.
- (b) An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave.
- (c) Where the employee was transferred to a safe job or proceeded on leave as provided for in subclause 34.9(b) of this clause, the employee is entitled to return to the position occupied immediately prior to the transfer or taking of the leave.
- (d) An employee may return on a part-time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level.
- (e) An employee may return on a modified basis that involves the employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the employee worked immediately before starting parental leave.
- (f) Subject to the employer's approval an employee who has returned on a part-time or modified basis may revert to how the employee worked immediately before starting parental leave or full time work at the same classification level within two years of the recommencement of work.
- (g) The employer shall only refuse such a request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include:
 - (i) cost;
 - (ii) lack of adequate replacement staff;
 - (iii) loss of efficiency; and
 - (iv) the impact on customer service.
- (h) An employee who believes their request has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.

34.11 Replacement employees

- (a) Prior to engaging a replacement employee the employer shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the employee on parental leave.

34.12 Paid parental leave.

- (a) An employee, other than an eligible casual employee, identified as the primary care giver of a child and who has completed 12 months continuous service in the Western Australian public sector shall be entitled to paid parental leave which will form part of the 52 week entitlement provided in subclause 34.2(a) of this clause, as follows:
 - (i) ten (10) weeks paid parental leave from 1 July 2006;
 - (ii) twelve (12) weeks paid parental leave from 1 July 2007; and
 - (iii) fourteen (14) weeks paid parental leave from 1 July 2008.
- (b) A pregnant employee can commence the period of paid parental leave any time from six weeks before the expected date of birth and no later than four weeks after the birth. Any other primary care giver can commence the period of paid parental leave from the birth date or for the purposes of adoption from the placement of the child but no later than four weeks after the birth or placement of the child.
- (c) An employee may take the paid parental leave specified in subclause 34.12(a) of this clause at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
- (d) An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.
- (e) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed the period specified in subclause 34.12(a) and 34.12(c) above.

34.13 Effect of Parental Leave of the Contract of Employment

- (a) An employee employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.
- (b) Paid parental leave will count as qualifying service for all purposes under this agreement. During paid parental leave at half pay all entitlements will accrue as is the employee has taken the entitlement to paid parental leave at full pay.
- (c) Absence on unpaid parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose under this agreement.
- (d) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on parental leave but otherwise the rights of the employer in respect of termination of employment are not affected.

- (e) An “eligible” casual employee has no entitlement to paid leave under this clause with the exception of the entitlement to paid leave as provided under subclause 34.8(b) of this clause. Nothing in this clause confers a change in the employment status of a casual employee.

35 DONOR LEAVE

35.1 Blood or Plasma Donation

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

35.2 Organ or Tissue Donation

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

36 EMERGENCY SERVICE LEAVE

- 36.1 Subject to operational requirements, paid leave of absence shall be granted by the employer to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigade or Volunteer Marine Rescue Service, in order to allow for attendances at emergencies as declared by the recognised authority.
- 36.2 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.
- 36.3 The employee must complete a leave of absence form immediately upon return to work.
- 36.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.
- 36.5 An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses 36.2, 36.3 and 36.4 of this clause.

37 DEFENCE FORCE TRAINING LEAVE

- 37.1 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.

37.2 Leave of absence may be paid at the ordinary rate of pay or unpaid in accordance with the provisions of this clause.

37.3 Application for leave of absence for Defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee shall provide a certificate of attendance to the employer.

37.4 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 at the ordinary rate of pay for Defence service, 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.
- (e) An employee is entitled to paid leave for a period not exceeding 105 hours at the ordinary rate of pay in any period of twelve months commencing on 1 July in each year.
- (f) An employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of twelve months commencing on July 1. Pay for this leave shall be at the rate of the difference between the ordinary rate of pay that the employee would have received and the Defence Force payments to which the employee is entitled if such payments do not exceed the ordinary rate of pay. In calculating the pay differential, pay for Saturdays, Sundays, public holidays and 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.

37.5 Unpaid leave

- (a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in subclause 37.4 of this clause shall be unpaid.
- (b) Casual employees are entitled to unpaid leave for the purpose of Defence service.

37.6 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.

38 WITNESS AND JURY SERVICE

38.1 Witness

- (a) An employee subpoenaed or called, as a witness to give evidence in any proceeding shall as soon as practicable notify the employer.
- (b) 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 full 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.
- (c) 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.
- (d) 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. 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.
- (e) An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses (b) and (d) 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 the Agreement provisions.

38.2 Jury

- (a) An employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the employer.
- (b) An employee other than a casual employee required to attend for jury service will be granted by the employer leave of absence with full pay, but only for such period as is required to enable the employee to carry out duties as a juror.
- (c) An employee granted leave as prescribed in subclause 38.2(b) 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.

39 CULTURAL AND CEREMONIAL LEAVE

- 39.1 Cultural/ceremonial leave shall be available to all employees.
- 39.2 Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.
- 39.3 Employees are entitled to time off without loss of pay for cultural /ceremonial purposes, subject to agreement between the employer and employee and sufficient leave credits being available.
- 39.4 The employer will assess each application for ceremonial /cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- 39.5 The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- 39.6 Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:
- (a) the employee's annual leave entitlements,
 - (b) the employee's accrued long service leave entitlements, but in full days only; or
 - (c) accrued days off or time in lieu.

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

40 STUDY LEAVE

- 40.1 The Employer shall provide an employee with study assistance in the form of leave with pay to undertake part-time study that is relevant to the duties being or likely to be performed by an employee, is relevant to the current and emerging needs of the Employer, enhances their career development, and does not unduly affect or inconvenience the operations of the Employer.
- 40.2 Study leave with pay shall be for formal study periods only and an employee shall undertake at least 50% of formal study in their own time. An employee shall provide evidence that satisfies the Employer as to their attendance and satisfactory progress with studies. The maximum amount of paid study leave shall be 160 hours within a 12 month period for a full-time employee and pro rata for a part-time employee.
- 40.4 Nothing in this Agreement shall prevent the Employer from agreeing to alternative arrangements for utilising this entitlement to leave with pay for study purposes or for structured trade training.

41 PAID LEAVE FOR ENGLISH LANGUAGE TRAINING

- 41.1 Leave to attend English Language Training (training which is designed to impart an acceptable level of vocational English proficiency) shall be granted, without loss of pay during normal working hours, to employees from a non- English speaking background, who:
- (a) are unable to meet standards of communication to advance career prospects;
 - (b) constitute a safety hazard or risk to themselves and/or fellow employees; or
 - (c) are not able to meet the accepted production requirements of the Employer.
- 41.2 Subject to appropriate needs assessment participation in training shall be on the basis of a minimum of 100 hours per employee per year.
- 41.3 The content and provider of the training shall be agreed between the Employer, Unions and the Adult Migrant Education Service or other approved authority conducting the training, and shall take account of the vocational needs of an employee in respect of:
- (a) communication, safety and welfare;
 - (b) productivity within the employee's current position as well as those positions to which the employee may be considered for promotion or redeployment;
 - (c) issues in relation to training, retraining and multiskilling, award restructuring, industrial relations and safety provisions, and equal opportunity employment legislation.
- 41.4 The selection of employees for training shall be determined by consultation between the Employer and the appropriate Unions.

PART 7 WORKPLACE FLEXIBILITY

42 MOBILITY

- 42.1 This clause will apply to all employees of the employer and, where applicable, will be read in conjunction with Clause 20. Fares and Travelling Allowances and Clause 21. Travelling Allowance.
- 42.2 The standards prescribed in any applicable Public Sector Standard shall apply to the application of this clause.

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

- (a) family and carer responsibilities of the employee
- (b) availability of transport and/or additional travel
- (c) the suitability of the position to which the employee is being deployed or transferred having regard to the skills, abilities and competencies of the employee
- (d) the classification level and relevant opportunity costs to the employee.

42.3 Short-term Deployment (up to one week)

- (a) Subject to subclause 42.3 and the giving of reasonable notice, an employee may be deployed to another location on a short-term basis.
- (b) The employee shall be reimbursed any reasonable net additional travelling costs incurred as a result of the employee being deployed on a short-term basis.
- (c) Any reasonable net additional travelling time incurred by the employee as a result of the employee being deployed on a short-term basis shall be counted as ordinary working hours.

42.4 Temporary Deployment (more than one week)

- (a) Subject to subclause 42.3 and the giving of reasonable notice, an employee may be deployed to another location on a temporary basis.
- (b) Subject to subclause 42.4(e), the employee shall be advised of the terms and the duration of the temporary deployment in writing.
- (c) The employee shall be reimbursed any reasonable net additional travelling costs incurred as a result of the employee being temporarily deployed.
- (d) Any reasonable net additional travelling time incurred by the employee as a result of the employee being temporarily deployed shall be counted as ordinary working hours.
- (e) Where the deployment requires the employee to reside at a location other than their normal residence:
 - (i) the duration of the deployment will not exceed 3 months unless otherwise agreed between the employer and the employee, and
 - (ii) consideration will be given to reasonable return home arrangements during the period of the deployment.

42.5 Permanent Transfer

Subject to subclause 42.3 and the giving of reasonable notice, an employee may be transferred to another location on a permanent basis provided that:

- (a) an employee cannot be directed to transfer with less than 3 months notice;
- (b) an employee of the WA Country Health Service cannot be directed to transfer to a town that would require the employee to change residence;
- (c) the transfer is at a comparable classification level; and
- (d) the employee is formally notified of the duties and these are commensurate with the substantive classification of the employee.
- (e) Nothing in this subclause overrides the employer's obligations under Clause 46. Introduction of Change.

42.6 Nothing in this clause is intended to limit the employer's capacity to roster an employee to work at different worksites within a HCU.

42.7 Any dispute concerning mobility and deployment may be addressed through the procedures contained in Clause 51. Dispute Resolution Procedure.

43 WORKPLACE REFORM

- 43.1 (a) The parties have implemented the metal/electrical trades national competency standards in accordance with the Competency Standards Implementation Guide (Published June 1996), Metal and Engineering Training Package (National Code Identifier MEM98, published July 1998) and the National Metal and Engineering Competency Standards (published 1996), as issued and endorsed by the MERS ITAB, or subsequent amendments thereto where agreed between the parties. To the extent of any inconsistency between these documents and this Agreement, this Agreement shall take precedence.
- (b) The parties shall during the life of this Agreement implement the building trades national competency standards, the structure having been built around and having regard to the metal/electrical trades national competency standards, as described at subclause 43.1(a), in accordance with Schedule E of this Agreement.

43.2 Competency Based Standards

The Competency Standards shall be implemented on the following basis:

- (a) Assessors

- (i) An assessment may be undertaken by any accredited assessor recognised , from time to time, by the Employer and Union. Such recognition may be withdrawn at any time by either party.
- (ii) The Employer shall endeavour to ensure that sufficient employees (to include trade and managerial staff employed by the Employer) are trained at any time, to meet the assessment requirements of the Area Health Service.
- (iii) In the event of the parties being in dispute regarding the Employer unreasonably withholding or withdrawing recognition of an accredited assessor employed by the Employer, the dispute may be determined through the Dispute Resolution procedure.

(b) Assessment Appeals

- (i) In the event of an employee or the Employer disputing the outcome of an assessment, the aggrieved party may refer the matter to a Board of Reference, established in accordance with s 48 of the Industrial Relations Act 1979, for determination.
- (ii) The Board of Reference nominees shall consist of an accredited assessor to be nominated by the Employer, and an accredited assessor to be nominated by the employee.

(c) An employee shall be obliged to participate in competency based assessment, where requested by the Employer.

43.3 The parties may from time to time convene a Working Party to oversee, monitor and discuss any issues, which may arise in regard to the implementation and/or operation of the competency system described at subclause 43.1(a) or 43.1(b). The Working Party may consider the need for recognition of restricted licences for trades exercising associated competencies. Any party to this Agreement may progress this issue to the Western Australian Industrial Relations Commission via the Dispute Resolution Procedure contained at Clause 51. Dispute Resolution of this Agreement.

44 12 HOUR SHIFT ARRANGEMENTS FOR PLANT OPERATORS

44.1 12 hour shifts may be worked by Plant Operators.

44.2 Where such arrangements operate, the terms of the arrangement for the working of 12 hour shifts shall be agreed, in writing, between the relevant Union(s) and the HCU(s).

44.3 The overtime provisions of this Agreement will not apply to the ordinary rostered hours of a Plant Operator working 12 hour shifts, except where the hours worked exceed an average of 76 hours per fortnight.

44.4 Time worked in excess of the ordinary working hours shall be paid for at ordinary rates:

- (a) If it is due to private arrangements between the employees themselves; or
- (b) If it does not exceed two hours and is due to a relieving person not coming on duty at the proper time; or
- (c) If it is for the purpose of effecting the customary rotation of shifts.

44.5 The Employer and the Union(s) may agree to alternative meal and tea break arrangements to those written into this Agreement, in order to accommodate the 12 hour shift roster. Any such agreed variation shall be incorporated into the written document defining the terms under which the 12 hour shifts will operate.

44.6 On each occasion that the salary rate applicable to Plant Operators varies, the employees affected and the applicable Union(s) shall be notified by the Employer, in writing, of the adjusted salary rate to apply to the Plant Operators.

44.7 Any dispute arising from the operation of this clause shall be addressed in accordance with Clause 51. Dispute Resolution of this Agreement

45 COMMITMENT OF THE PARTIES

45.1 Occupational Safety and Health.

The Parties are committed to continuing active participation in the Occupational Safety and Health management process which operates within the HCU and to ensuring the relevant Acts, regulations, codes of practice and standards are adhered to.

45.2 Establishment of a HCU Consultative Committee

Where any party so requests, the Parties shall establish a Consultative Committee as a vehicle to improve communication and genuine consultation in the workplace.

45.3 Role of the HCU Consultative Committee

- (a) Without limiting the range of activities and matters which the Parties may at any time agree to include in the Terms of Reference of the Committee, the Committee shall deal with any industrial matters.
- (b) The Committee shall develop and endorse its own specific Terms of Reference.

45.4 Composition of the HCU Consultative Committee

- (a) The Committee shall, subject to subclause 45.4(c) consist of equal numbers of representatives of employees and the Employer. The Employee representatives shall be directly elected by all employees to whom this Award applies and who are engaged at that HCU.

- (b) For the purposes of the election of employee representatives to the Committee and the conduct of the business of the Committee there shall be no distinction made by the Parties between members and nonmembers of the Unions.
- (c) The Unions may nominate up to three additional accredited workplace representatives as members of the Committee.
- (d) Each Union may each nominate an official to attend meetings of the Committee.

45.5 General

- (a) Meetings of the Committee shall be scheduled to occur during the ordinary working hours of members.

It is however acknowledged that some commitment of members time outside of normal working hours may be required.

- (b) The Employer shall provide Committee members with reasonable time away from their normal work to undertake the duties of members, which shall include but shall not necessarily be limited to:
 - (i) Formal and informal consultation with staff in the workplace.
 - (ii) Participation in working parties which may be established by the Committee.
 - (iii) Meetings of employee representatives immediately prior to meetings of the Committee.
 - (iv) Participation in agreed training designed to equip members with the knowledge and skills to contribute effectively to the business of the Committee.
- (c) The Committee shall develop agreed protocols for the release of members from their normal work.
- (d) The Parties shall agree, on a HCU by HCU basis, on the resources necessary to support the functioning of the Committee.

46 INTRODUCTION OF CHANGE

46.1 Employer's Duty to Notify

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

- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's work force or in the skills required; the elimination or lessening of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for re-training or transfer of employees to other work or locations and the re-structuring of jobs. Provided that an alteration shall not be deemed to have "significant effects" where the Agreement provides for such alteration.

46.2 Employer's Duty to Discuss Change

- (a) Discussion between the Employer and the employee(s) affected and the Union(s) shall commence as soon as possible after a firm decision has been made by the Employer to make the changes referred to in subclause 46.1(a) above.
- (b) Such discussions shall include: the effects the changes are likely to have on employee(s) and measures to reduce the adverse effects of such changes; and
- (c) The Employer shall give prompt consideration to matters raised by the employee(s) and/or the Union(s) in relation to the changes.
- (d) For the purposes of such discussion, the Employer shall provide to the employee(s) concerned and the Union(s), all relevant information about the changes, provided that the Employer shall not be required to disclose confidential information, which would be inimical to the Employer's interest.

47 UNION REPRESENTATIVES

- 47.1 Subject to the recognition of properly constituted authority, Union representatives appointed by the Union shall be recognised by the Employer. The Employer shall be notified in writing by the Union of the representatives appointed.

48 LEAVE TO ATTEND UNION BUSINESS

- 48.1 The Employer shall grant paid leave during ordinary working hours to an employee:
 - (a) who is required to give evidence before any Industrial Tribunal;
 - (b) who as a Union representative of the employees is required to attend negotiations and/or conferences between the Union and Employer;
 - (c) when prior agreement between the Union and Employer has been reached for the employee to attend official Union meetings preliminary to negotiations or industrial hearings;
 - (d) who as a Union nominated representative of the employees is required to attend joint Union/management consultative committees or working parties.

- 48.2 The granting of leave pursuant to subclause 48.1 of this clause shall only be approved:
- (a) where an application for leave has been submitted by an employee a reasonable time in advance;
 - (b) for the minimum period necessary to enable the union business to be conducted or evidence to be given;
 - (c) for those employees whose attendance is essential; and
 - (d) when the operation of the organisation is not being unduly affected and the convenience of the Employer impaired.
- 48.3 Leave shall be granted at the ordinary rate of pay.
- 48.4 Leave granted shall include any necessary travelling time during working hours.
- 48.5 The Employer is not liable for any expense incurred by the employee when attending union business.
- 48.6 The provisions of this clause shall not apply when an employee is absent from work without the approval of the Employer.
- 48.7 Reasonable unpaid leave is available to an employee nominated by the Union to attend to union business in work time, subject to operational requirements.
- 48.8 Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for union business.

49 TRADE UNION TRAINING LEAVE

- 49.1
- (a) An employee nominated or nominating to attend trade union training shall be granted up to five (5) days paid leave per annum, by agreement. Up to ten days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten days.
 - (b) A qualifying period of 12 months in Government employment shall be served before an employee is eligible to attend courses or seminars of more than a half day duration, unless otherwise agreed.
- 49.2 Approval of leave requested pursuant to subclause 49.1 shall be subject to:
- (a) notice of at least four weeks or a lesser period by agreement, being given to the Employer;

- (b) the request being made in writing detailing the subject, date, duration, venue and authority conducting the course of the leave and being accompanied by Union authorisation; and
- (c) the operation of the organisation not being unduly affected nor the convenience of the Employer impaired.

49.3 Leave shall be granted at ordinary rate of pay and:

- (a) shall not include shift allowances, penalty rates or overtime but shift workers shall be deemed to have worked the shifts they would have worked had they not attended the course for all other purposes of the Agreement.
- (b) where a public holiday or rostered day off (including a rostered day off as a result of working a 38 hour week) falls during the duration of a course, a day off in lieu of that day shall not be granted.

49.4 The Employer is not liable for any expense incurred by the employee when attending trade union training.

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

50 RIGHT OF ENTRY

50.1 An accredited official shall, on no less than 1 days' prior notification to the Employer, or a lesser period where so specified by the Industrial Relations Act, or as agreed to by the parties, have the right to enter the workplace during working hours, including meal breaks, for the purpose of discussing with employees covered by this Agreement, the legitimate business of the Union or for the purpose of interviewing employees, checking on salary rates, investigating award breaches or complaints concerning the application of this Agreement, or any other industrial matter, but shall in no way unduly interfere with the work of the employees.

50.2 An accredited official shall show the authority issued by the Western Australian Industrial Relations Commission if requested to do so.

50.3 The provisions of this clause shall not limit the authority of the provisions of the Industrial Relations Act 1979.

50.4 Union Notices

Subject to the provisions of this clause, the Employer shall allow an accredited official to post a copy of this Agreement or any Union notice on nominated notice boards.

50.5 Notice Board

Notice board(s) on which Union notices may be posted shall be provided by the Employer in suitable locations.

PART 9 DISPUTE RESOLUTION

51 DISPUTE RESOLUTION

51.1 Dispute Resolution Procedure

In order to minimise the effect of any question, dispute or difficulty that may arise between the Parties or between the Employer and its employee(s), the following procedure shall be observed.

- (a) Where a dispute, grievance or other question arises, the employee(s) concerned shall raise the matter with the appropriate Supervisor or other nominated representative.
- (b) If not satisfactorily settled, or in cases where the matter is of such a nature as to warrant the omission of the step detailed in subclause 51.1(a) hereof, the shop steward and/or the employee(s) concerned shall discuss the matter with the appropriate Employer representative.
- (c) If satisfaction is not achieved, the Shop Steward of the employee(s) shall refer the matter to an appropriate full time official of the Union, who shall discuss the matter with the appropriate representative of the Employer.
- (d) Each of the foregoing steps shall be followed in good faith and without any undue or unreasonable delay by any party. Three (3) working days shall normally be considered reasonable for the purposes of moving from one to another of each of the foregoing steps.
- (e) This procedure shall not apply in the event of any genuine issue involving the safety of the employee(s), or other person.
- (f) Throughout the foregoing procedure normal work shall continue. No party shall be prejudiced to final settlement by the continuance of work in accordance with this subclause.
- (g) At the employee's option, a shop steward or another nominated person may also be present at any of the meetings held regarding the dispute, grievance or question.

51.2 Disciplinary Procedure

Where the Employer seeks to discipline an employee or terminate an employee the following steps shall be observed:

- (a) In the event that an employee commits a misdemeanour, the employee's immediate supervisor or any other employee so authorised, may exercise the right to reprimand

the employee so that the employee understands the nature and implications of their conduct.

- (b) The first two reprimands shall take the form of warnings and, if given verbally shall be confirmed in writing as soon as practicable after the giving of the reprimand.
- (c) Should it be necessary, for any reason, to reprimand an employee in writing three times within a twelve month period, the contract of service may, subject to the principles of natural justice, upon the giving of that third reprimand, be terminable in accordance with the provisions of this Agreement.
- (d) The above procedure is meant to preserve the rights of the individual employee, but it shall not in any way, limit the right of the Employer to summarily dismiss an employee for misconduct.
- (e) At the employee's option, a shop steward or another nominated person may also be present at any of the meetings held regarding the dispute, grievance or question.

51.3 Access to the Commission

- (a) At any stage of these procedures, either party may refer the matter to the Western Australian Industrial Relations Commission for resolution. However, this shall not occur until such time as the persons involved in the question, dispute or difficulty have made a reasonable attempt to resolve the question, dispute or difficulty.

51.4 Maintenance of Services

- (a) The Union(s) recognise that the Employer has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) The grievance procedure has been developed between the Parties to provide an effective means by which employees may reasonably expect problems to be dealt with as quickly as possible by the Employer.
- (c) Accordingly, the Union(s) agree that during any period of industrial action, sufficient labour shall be made available to carry out work essential for life support within the Employer's operation's.
- (d) The Parties shall agree, on a HCU by HCU basis,- in writing on guidelines on the supply of labour and circumstances in which such labour shall be called upon at each HCU.

PART 10 LIBERTY TO APPLY

52 LIBERTY TO APPLY

52.1 Classification of Plant Operators

Within 6 months of the registration of this Agreement, either the Construction, Forestry, Mining and Energy Union of Workers or the employer may make application to the Western Australian Industrial Relations Commission for determination of the proper classification level/s of employees engaged as Plant Operators. In determining the appropriate classification level, the Western Australian Industrial Relations Commission is not limited to consideration of applicable competency standards and may consider other factors and skills peculiar to the work and associated work value of Plant Operators.

52.2 Restricted Licence Allowance

During the life of this Agreement, rights are reserved for either party to pursue a Restricted Licence Allowance claim.

PART 11 SCHEDULES

SCHEDULE A - SIGNATORIES

Signed _____ 05/06/07

_____/_____/_____

Dr. Neale Fong, Director-General of Health, as delegate of the Minister for Health.

Signed _____ 01/06/07 *Common Seal*

_____/_____/_____

Mr Leslie McLaughlan, State Secretary, Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers' Union of Australia Engineering and Electrical Division, WA Branch.

Signed _____ 01/06/07 *Common Seal*

_____/_____/_____

Mr Kevin Reynolds, State Secretary, Construction, Forestry, Mining and Energy Union of Workers.

Signed _____ 30/05/07 *Common Seal*

_____/_____/_____

Mr Jock Ferguson, State Secretary, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch

SCHEDULE B SALARIES

- (1) This Agreement provides for the following salary increases:
- (a) 4.5%, applicable on and from 1 January 2007;
 - (b) 4.0%, applicable on and from 1 January 2008; and
 - (c) 4.0%, applicable on and from 1 January 2009.
- (2) Subject to this Agreement, employees shall be paid the annual salaries specified in the following table in accordance with the level to which they are from time to time classified.

	Percentage Relativity	Salary Rate effective on and from 01/01/2007 4.5%	Salary Rate effective on and from 01/01/2008 4%	Salary Rate effective on and from 01/01/2009 4%
Hospital Maintenance Technician Level 1	78%	\$32,871	\$34,186	\$35,553
Hospital Maintenance Technician Level 2	82%	\$34,521	\$35,902	\$37,338
Hospital Maintenance Technician Level 3	87.4%	\$36,748	\$38,218	\$39,747
Hospital Maintenance Technician Level 4	92.4%	\$38,811	\$40,363	\$41,978
Hospital Maintenance Technician Level 5	100%	\$41,946	\$43,624	\$45,369
Hospital Maintenance Technician Level 6	105%	\$44,008	\$45,769	\$47,599
Hospital Maintenance Technician Level 7	110%	\$46,071	\$47,914	\$49,830
Hospital Maintenance Technician Level 8	115%	\$48,133	\$50,059	\$52,061
Hospital Maintenance Technician Level 8A	120%	\$50,196	\$52,204	\$54,292
Hospital Maintenance Technician Level 9	125%	\$52,258	\$54,349	\$56,523
Hospital Maintenance Technician Level 10	130%	\$54,321	\$56,494	\$58,753

- (3) An employee employed at Hospital Maintenance Technician Level 8A will be a Building Trade Employee.
- (4) In addition to the rates specified above, employees described in the following table shall be paid the specified annual allowance. The allowance shall be treated as ordinary salary for all purposes of this Agreement.

	Effective on and from 01/01/2007	Effective on and from 01/01/2008	Effective on and from 01/01/2009
All Purpose Trade Allowance			
Plumber	\$952.91	\$991.02	\$1,030.67
Electrical Fitter/Mechanic	\$1,001.43	\$1,041.48	\$1,083.14

SCHEDULE C - TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE

ITEM	PARTICULARS	<u>COLUMN A</u> DAILY RATE	<u>COLUMN B</u> DAILY RATE EMPLOYEES WITH DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS	<u>COLUMN C</u> DAILY RATE EMPLOYEES WITHOUT DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS
ALLOWANCE TO MEET INCIDENTAL EXPENSES				
		\$	\$	\$
(1)	WA - South of 26o			
	South Latitude	11.75		
(2)	WA - North of 26o			
	South Latitude	15.40		
(3)	Interstate	15.40		
ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL				
		\$	\$	\$
(4)	WA - Metropolitan			
	Hotel or Motel	210.05	105.00	70.00
(5)	Locality South of 26o			
	South Latitude	168.60	84.30	56.20
(6)	Locality North of 26o			
	South Latitude			
	Broome	284.40	142.20	94.80
	Carnarvon	222.30	111.15	74.10
	Dampier	209.15	104.55	69.70
	Derby	188.40	94.20	62.80
	Exmouth	215.90	107.95	71.95
	Fitzroy Crossing	314.90	157.45	104.95
	Gascoyne Junction	128.90	64.45	42.95
	Halls Creek	265.40	132.70	88.45
	Karratha	364.65	182.30	121.55
	Kununurra	266.80	133.40	88.95
	Marble Bar	179.40	89.70	59.80
	Newman	254.65	127.35	84.90
	Nullagine	189.75	94.90	63.25
	Onslow	207.20	103.60	69.05
	Pannawonica	177.15	88.60	59.05
	Paraburdoo	238.40	119.20	79.45
	Port Hedland	239.70	119.85	79.90
	Roebourne	132.90	66.45	44.30

	Sandfire	160.40	80.20	53.45
	Shark Bay	175.90	87.95	58.65
	Tom Price	219.40	109.70	73.15
	Turkey Creek	175.90	87.95	58.65
	Wickham	323.90	161.95	107.95
	Wyndham	158.90	79.45	52.95
(7)	Interstate - Capital City			
	Sydney	255.65	127.85	85.20
	Melbourne	245.65	122.85	81.90
	Other Capitals	213.15	106.60	71.00
(8)	Interstate - Other than Capital City	168.60	84.30	56.20

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

(9)	WA - South of 26o South Latitude	79.40
(10)	WA - North of 26o South Latitude	97.70
(11)	Interstate	97.70

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

(12)	WA - South of 26o South Latitude:	
	Breakfast	14.15
	Lunch	14.15
	Dinner	39.40

(13)	WA - North of 26o South Latitude	
	Breakfast	15.75
	Lunch	27.70
	Dinner	38.90

(14)	Interstate	
	Breakfast	15.75
	Lunch	27.70
	Dinner	38.90

DEDUCTION FOR NORMAL LIVING EXPENSES

(15)	Each Adult	22.75
(16)	Each Child	3.90

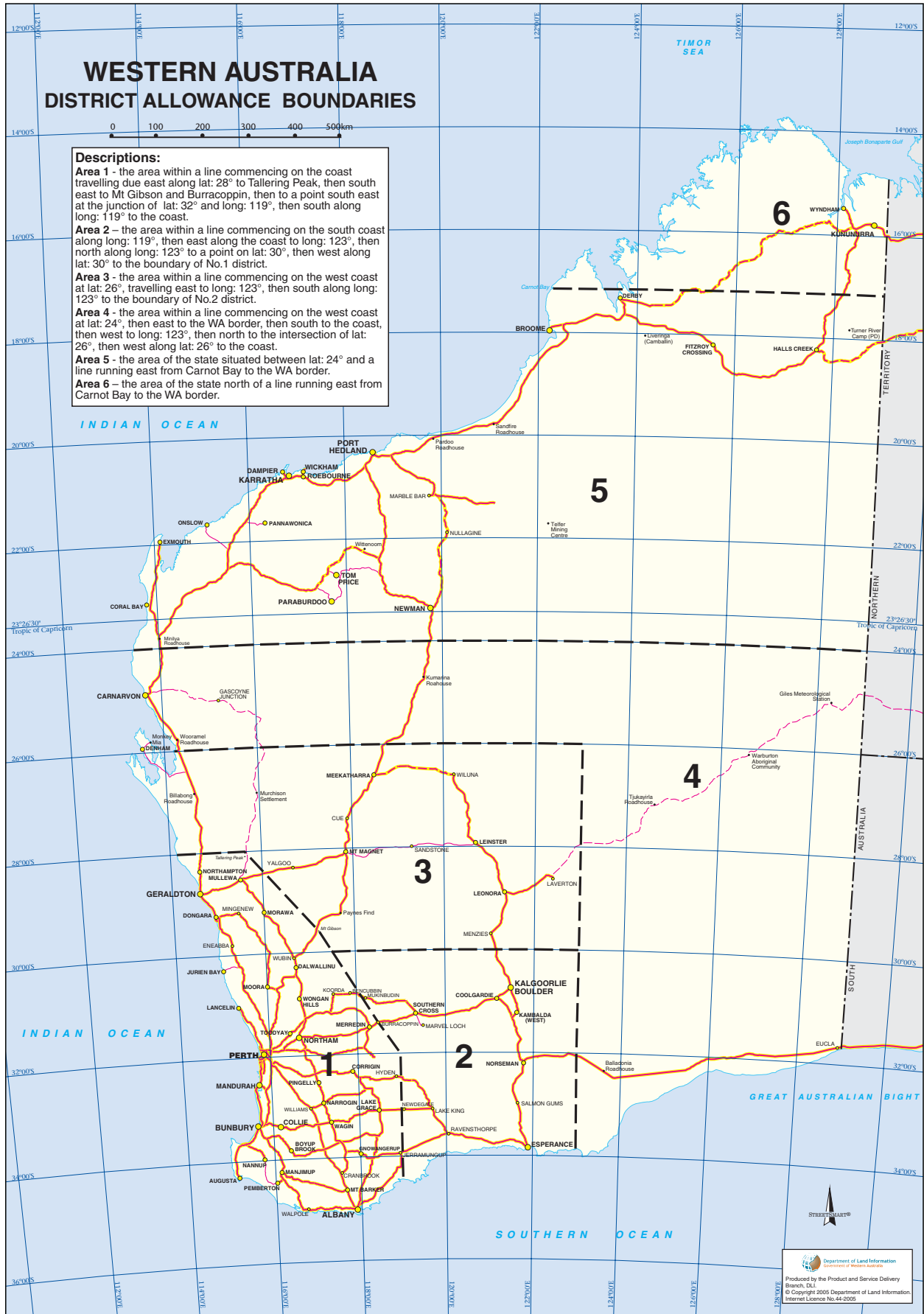
MIDDAY MEAL (CLAUSE 20.11)

(17)	Rate per meal	5.50
(18)	Maximum reimbursement per pay period	27.50

SCHEDULE D – DISTRICT ALLOWANCE

COLUMN I	COLUMN II	COLUMN III	COLUMN IV
District	Standard Rate	Exceptions to Standard Rate	Rate
	\$ Per Annum	Town of Place	\$ Per Annum
6	3,569	Nil	Nil
5	2,920	Fitzroy Crossing	3,933
		Halls Creek	
		Turner River Camp	
		Nullagine	
		Liveringa (Camballin)	3,655
		Marble Bar	
		Wittenoom	
		Karratha	3,438
		Port Hedland	2,199
4	1,471	Warburton Mission	3,952
		Carnarvon	1,385
3	927	Meekatharra	1,471
		Mount Magnet	
		Wiluna	
		Laverton	
		Leonora	
		Cue	
2	665	Kalgoorlie	222
		Boulder	
		Ravensthorpe	878
		Norseman	
		Salmon Gums	
		Marvel Lock	
		Esperance	
1	Nil	Nil	Nil

SCHEDULE D – DISTRICT ALLOWANCE MAP



Note: In accordance with subclause 23.4 of this Agreement, employees with dependants shall be entitled to double the rate of district allowance shown.

(1) **SCHEDULE E WA GOVERNMENT HEALTH SERVICES BUILDING SERVICES COMPETENCY BASED CLASSIFICATION STRUCTURE**

1 APPLICATION

1.1 This Schedule shall apply to:

- (a) Building Tradespersons and Building Employees employed by the employer in any facility or service managed, controlled or operated by the employer, and
- (b) Engaged in the Building Industry callings of carpenter, painter, plasterer and plumber, trade assistants, labourers and building employees not otherwise classified.

1.2 This Schedule shall not apply to:

- (a) Apprentices;
- (b) Engineering Tradespersons and Engineering employees engaged in Engineering Industry callings of mechanical fitter, electrical fitter, motor mechanic, mechanic and refrigeration fitter..

2 AIMS OF THE COMPETENCY BASED CLASSIFICATION STRUCTURE

The WA Government Health Services Building Services Competency Based Classification Structure shall be given formal recognition through this Schedule.

A primary feature of this classification structure is the integration of trade skills, post trade skills, cross trade skills, dual trade skills and supervisory skills into the classification matrix. The purpose of this integration is to increase productivity and efficiency to make a substantial contribution to the efficiency and effectiveness of service delivery to the WA Government Health Services and provide workers with more varied, fulfilling and better paid jobs, through fundamental reform, including enhancing the career path for employees, and rationalising and simplifying the salary structure.

In doing this, the parties are committed to maintaining the integrity of competency based training and nationally approved competency standards.

3 INITIAL ASSESSMENT

3.1 Employees wanting to have their current classifications reviewed in accordance with this Agreement must lodge an application for assessment in accordance with Attachment 3 of this Schedule, within 6 months of the registration of this Agreement.

- 3.2 If the Assessment confirms that the employee was performing work warranting a higher classification level, then the new classification will be effective as at the date of this agreement, or where applicable from such later date that the employee commenced carrying out the work of the higher classification.
- 3.3 Applications for Assessment lodged after 6 months of the registration of this Agreement will not be eligible for the above retrospectivity. Such applications will be processed in accordance with the provisions of Attachment 3 of this Schedule.

4 DEFINITIONS

For the purposes of this Schedule:

‘Accredited Assessor’- means a person trained and recognised from time to time by the employer and the union. Such recognition shall be as a registered assessor holding a Statement of Attainment or the AQF Certificate 4 - Assessment and Workplace Training.

‘Australian Qualifications Framework’ (AQF) - is a framework constructed for the recognition of training and learning within set fields/trades, which are recognised nationally. AQF Trade Certificate Level 3 is equivalent to BT04 or 100% classification level.

‘Competencies’ – shall be defined as:

- (a) ‘Core’ competencies’ shall mean those competencies required for the classification/trade.
- (b) ‘Nominated competencies’ shall mean those competencies deemed as required by the employer.

‘Employer Reference Group’ (ERG) – shall mean a representative group of senior engineering staff and industrial/human resources staff, the constituency of which is determined by the employer, who act for the employer in consultation, disputes and negotiations on matters which affect multiple health care units, where those matters arise from or are in connection with the implementation, application or operation of this schedule. The Employer shall determine any limitations on the authority of the ERG to act on its behalf. The ERG may do all things that it considers necessary, within the limits of its authority, in fulfilling this role.

‘Designated Trade’ refers to the trade in which an employee holds a recognised Trade Certificate and is engaged in a role where the particular Trade Certificate is an essential selection criteria for appointment to the position.

‘Industry Accredited Course’ - is a course that has been constructed to reflect a group of industry relevant competency standards endorsed by an Industry Training Advisory Body

(ITAB), and recognised in accordance with the provisions of the *Training and Employment Act 2000 (Cth)*.

‘Industry Training Advisory Body (ITAB)’ - shall bear the meaning and functions contained in the Training and Employment Act 2000. An ITAB may act on its own behalf or involve other training organisations such as Registered Training Organisations in the provision of independent expert advice and assistance with dispute settlement. A relevant ITAB may be utilised to provide strategic advice on issues such as, but not limited to:

- (a) competency standards;
- (b) curriculum development;
- (c) qualifications;
- (d) articulation and accreditation requirements both on and off the job;
- (e) on the job training guidelines; and
- (f) assessment and certification arrangements.

In relation to the development of qualifications relevant to the classification structure, training bodies or committees of a like nature may be approached to ensure that consistent standards are maintained across the building industry.

‘Maintenance’ - means the repair and renovation of buildings and structures necessitating the use of building or labourer skills and/or tools. This definition excludes Construction Work as defined by Clause 3. Definitions of the Agreement.

‘Nationally Accredited Course’ - means a structured sequence of vocational education and training that has been accredited and leads to an AQF qualification or Statement of Attainment.

‘Points’ - means the points allocated upon successful completion of units of competence within a qualification that may lead to the issue of a Statement of Attainment. One point is equivalent to 10 hours of time nominally assigned from the unit/s or element/s of competence undertaken.

A minimum of 12 points (or 120 hours) of additional training must be completed before an employee can be assessed as having met the progression requirements of this classification structure.

‘Recognition of Prior Learning’ (RPL) - means recognition of competencies currently held and used for employers purposes, regardless of how, when or where the learning occurred. Under the Australian Quality Training Framework (AQTF), competencies may be attained in a number of ways. This includes through any combination of formal or informal training and education, work experience or general life experience. In order to grant RPL, the assessor must be confident that the candidate is currently competent against the endorsed industry or enterprise competency standards or outcomes specified in Australian Qualifications Framework accredited courses.

‘Registered Training Organisation’ (RTO) - shall mean an organisation such as TAFE WA or a private training provider that meets the registration requirements within the *Training and Employment Act 2000 (Cth)*.

‘Statement of Attainment’ - means a record of recognised learning which, although falling short of an AQF qualification, may contribute towards a qualification outcome, either as attainment of competencies within a Training Package, partial completion of a course leading to a qualification, or completion of a nationally accredited short course which may accumulate towards a qualification through Recognition of Prior Learning processes.

‘Streams’ or ‘skill streams’ - refers to groupings of qualifications relevant to the business needs of the individual building services unit.

‘Supervision’ - means to the degree of autonomy, decision-making, problem-solving application and responsibility of the employee as an individual. The structure recognises three levels of supervision which are as follows:–

- (a) ‘Direct Supervision’ refers to a person who:
 - (i) receives detailed instructions on the tasks to be performed and is subject to progress checks as to those tasks,
 - (ii) has tasks reviewed on completion.
- (b) ‘General Supervision’ refers to a person who:
 - (i) receives general instructions, usually covering only the broader technical aspects of the work;
 - (ii) may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made;
 - (iii) has work reviewed on completion;
 - (iv) although technically competent and well experienced there may be occasions on which the person will receive more detailed instructions; and
 - (v) usually operates within a work team but may have specified areas of autonomy to perform a range of allocated activities and functions.
- (c) ‘Limited Supervision’ refers to a person who:
 - (i) receives only limited instructions normally confined to a clear statement of objectives;
 - (ii) has work measured in terms of the achievement of stated objectives; and
 - (iii) is fully competent and very experienced in a technical sense and requires little guidance in the performance of work.

‘Trade based staff’ are:

- (a) 'Tradesperson' – an employee who holds a trade certificate.
- (b) 'Building Employee' – an employee who works in non-certificate work areas (that is, they are not required to hold a trade certificate).
- (c) 'Licensed Tradesperson' – an employee who through legislation is required to hold a licence to undertake their trade.

'Unit of competency' - means the set level of knowledge and skill and the application of that knowledge and skill to the standard of performance expected in the workplace. Such units and elements of competence to be achieved by the employee are specified in the Training Package qualification or other relevant qualification. An employee must achieve all of the elements of the competency.

'Union' means - Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers' Union of Australia Engineering & Electrical Division, WA Branch and/or Construction, Forestry, Mining and Energy Union of Workers.

5 CLASSIFICATION STRUCTURE

5.1 The Skill Based Career Structure

Under the classification structure, an employee's building and construction industry skills, are to be formally recognised by the employer, at all levels. Employees will be eligible to progress through the classification structure as they acquire and are required by the employer to use additional accredited skills. Payment and classification changes will be based on the acquisition and the recognition of skills required to be used by an employer.

5.2 Competency Units and Classification Matrix

- (a) For the purposes of this Schedule, the competency units will be consistent with the National Competencies applicable to the industry in Western Australia. The competency units to be utilised for classification determination and career path planning shall be agreed from time to time between the ERG and the Union(s), and shall be published by the ERG.
- (b) The Classification Matrix at Attachment 2, defines the points required to progress through the classification structure. When interpreting the Competency Matrix it should be noted that 10 hours of training is equivalent to 1 point.

5.3 Workforce Management

- (a) Subject to subclause 5.2(a), the business needs of the employer shall determine the number and type of trade-based staff required.

- (b) At all times, the current and emerging business needs of the employer shall determine the skills required beyond the scope of the existing trade qualifications and in the establishment of career paths.
- (c) If an employee is required to use skills or competencies that are not already recognised under this structure, the employee shall, as soon as practicable, be assessed against those skills or competencies. If the employee is assessed as competent, the new classification will be recognised from the date of the employee's application.

5.4 Classification Levels

Description	Relativity to Tradesperson
BE00	78%
BE01	82%
BE02	87%
BE03	92%
AQF 3 BT04/BE04	100%
BT05/BE05	105%
BT06/BE06	110%
BT07/BE07	115%
BT08	120%
BT09	125%

5.5 Licensing or Qualifications Matrix

- (a) The possession of licenses or endorsements and the requirement to use those licenses or endorsements by the employer are recognised in the Licensing / Qualifications Matrix set out in Attachment 1. The employer shall determine the number of positions required to utilise each type of licence within their Health Service. Any reclassification due to recognition of licenses or endorsements shall be permanent.
- (b) To interpret the Licensing/Qualifications Matrix it should be noted that 10 hours of training is equivalent to 1 point. An employee must have a minimum of 12 points (120 hours) before they can be assessed as achieving the next classification level, except to achieve Level 8 or Level 9, where a minimum of 6 points is required.

5.6 Cross Trading

- (a) 'Cross Trading' is the process of employees carrying out work in non-traditional areas where trades staff are required to perform duties and use skills that are not part of their designated trade. The employer will determine the cross trade competencies required in accordance with the employer's business needs. The reclassification process provides for classification levels to be determined according to skill levels with higher salaries available to employees who are required to hold and use the nominated higher level competencies.

- (b) Employees who wish to progress through the classification structure may be required to multi-skill or cross trade to meet the requirements of higher classifications.
- (c) The employer recognises that in some trade areas of the business, the use of cross trade skills is beneficial. Cross trading will be recognised through successful assessment against the nominated competencies in areas outside the employee's substantive trade or work area.

5.7 Recognition of Post Trade Skills

Recognition of 'Post Trade Skills' shall be through a skills assessment. Any employees who hold post trade qualifications and are required to use those skills shall be able to count such competencies toward reclassification. Post trade skills or competencies are to be AQF Level 3 (or above) qualifications.

5.8 Dual Trading

- (a) The employer recognises that in some areas of the business, the use of dual trade recognition is beneficial.
- (b) During the initial assessments under this classification structure, staff currently required by the employer to utilise dual trades will be recognised. The employee must be able to provide proof of the attainment of both formal qualifications prior to any reclassification.
- (c) Future Dual Trading or Dual Licensing recognition will be dependent on:
 - (i) a position being available with the employer; and
 - (ii) the employer having a requirement for employees to utilise skills within more than one trade area.
- (d) Dual trades will be recognised by the minimum payment of two additional levels.
- (e) The use of this dual trading provision shall not disadvantage any employee who would be entitled to competency recognition through this structure.

5.9 Formal Recognition of Skills

- (a) Formal recognition of skills shall occur through either a skills assessment conducted in accordance with Recognition of Prior Learning (RPL) principles, or a statement of attainment issued by a Registered Training Organisation. In respect of occupations requiring licensing, formal recognition of skills will be given by obtaining the required licence through the appropriate State licensing authority.
- (b) The Parties shall ensure that the skills assessment is conducted to accurately determine the employee's core competencies so that the nominated additional skills

or competencies required can be formally recognised for the purpose of reclassification.

5.10 Reclassification/Assessment Framework

- (a) The employer will fund one assessment per employee in any 12-month period, including any costs of any reassessment (secondary assessment) that is related to the original assessment.
- (b) The employee shall apply in writing for an Assessment. The application shall be made using the prescribed form. The effective date of the reclassification will be the date on which the employer received a complete application pursuant to Attachment 3 of this Schedule. The employer will immediately advise the employee if the application is incomplete.
- (c) Employees requesting assessment for Cross Trading or Dual Trading or both will be required to make application using the prescribed form.
- (d) In seeking reclassification, the employee will be required to demonstrate that the employee meets the full requirements of the specific competency in accordance with the competency criteria outlined in this Schedule and that the employer requires the employee to use those skills.
- (e) The employer determines the allocation of work and manner in which work is to be performed. Where the employer determines that an employee is not required to exercise competencies otherwise held by the employee, the employee will be advised of this in writing. Provided that the employer will not make such determination for the sole purpose of avoiding the reclassification of an employee. Only those skills an employee is required to exercise in the course of employment may be considered in determining the classification level.
- (f) Skills and competencies that have already been recognised and have contributed towards a previous reclassification, cannot be used to achieve further reclassification. In determining an employee's competency based classification, the value of each competency will be optimised to ensure the appropriate classification level is awarded.

5.11 Assessment & Reclassification Process

The Competency Standards shall be implemented on the following basis:

- (a) Assessors
 - (i) An assessment may be undertaken by an agreed accredited assessor who is recognised by the employer and Union. Either party may withdraw such recognition at any time.

- (ii) The employer shall endeavour to ensure that sufficient employees (to include trade and managerial staff employed by the employer) are trained at any time, to meet the assessment requirements of the employer.

(b) Assessment Appeals

- (i) In the event of a dispute in relation to the outcome of an assessment, the provisions contained in Clause 51. Dispute Resolution of this Agreement will apply.
- (ii) If an employee declines to participate in competency based assessment for the Appeals process, the Appeal will be dismissed.

5.12 Assessment Process

The administrative procedures for the lodgement and processing of the Initial Assessment and ongoing Assessments are set out in Attachment 3.

5.13 Career Path and Training

- (a) To facilitate career path planning and the training of employees, the employer shall through appropriate consultation, develop a training program consistent with the business needs of the employer relative to:
 - (i) the size, structure and scope of the activities of the employer; and
 - (ii) the need to develop vocational skills relevant to the business needs of employer through courses conducted by accredited educational institutions and providers.
- (b) Where, as a result of consultation in accordance with this subclause it is agreed that additional training should be undertaken by the employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during normal working hours, the employee concerned shall not suffer any loss of pay.
- (c) Any costs associated with the standard fees for prescribed courses incurred in connection with the undertaking of training pursuant to subclause 5.13(b) of this clause shall be reimbursed by the employer upon the production of written evidence of such expenditure (for example receipts). Ongoing reimbursement shall be subject to the presentation to the employer of reports of satisfactory progress.
- (d) Where it is determined for example, through the classification process that an employee is required to perform certain tasks and the employee is not yet competent in that task, the employer shall, as soon as reasonably practicable, provide the necessary training to progress the employee to full competence in the designated task. Such training shall be funded by the employer.

- (e) In instances where the employer has paid for an employee to be trained in the use of a particular competency, whether that competency gives the employee an additional level within the Classification Structure or not, the employer may require that employee to use such competency.

5.14 Progression through the Trade Classification Structure

Progression through the Classification Structure can be achieved by one of the following processes:

- (a) All certificate trade employees shall commence at the 100% classification level. All licensed trade employees shall commence at the 105% classification level. To achieve this level, the employee must hold an existing AQF level 3 trade certificate, or have been assessed by an accredited assessor as competent in all core and the minimum number of elective competencies for the designated trade, or hold a Tradesman's Rights Certificate, or hold a current full licence in the required trade area.
- (b) Employees employed in work areas which do not require a AQF Certificate 3 will not be able to progress past BE04 without formal assessment of competencies by an accredited assessor.
- (c) The acquisition of 12 points in addition to the requirements of the employees current level, from the nominated A or B or Dual Band competencies, will enable employees at BT04 and BT05, advance one level higher than their current classification level.

Nominated Competencies may be drawn from other trade qualifications.

5.15 Progression Payment for Trade Employees

- (a) The Progression Payment provides that building trades employees shall be eligible to progress from base trade level after 12 months satisfactory employment with their respective employer and provided the employer authorises that such employees have complied with the relevant criteria.
- (b) The Progression Payment shall be absorbed by any reclassification in accordance with this clause.
 - (i) Certificate Trades

Movement from BT04 to BT05 for non-licensed trades.

- (1) Employees will be appointed to a BT04 on successful completion of their apprenticeship.

- (2) After completion of 12 months service and subject to satisfactory application of competencies, employees at BT04 will be eligible to progress to BT05.
- (3) Notwithstanding anything else contained in this clause, an employee with less than twelve months service may apply for reclassification if they can demonstrate they have acquired the requisite competencies required to progress.
- (4) If an employee's level of competence during the first 12 months is regarded as unsatisfactory, the progression may be withheld until a satisfactory level of competence is achieved.
- (5) Employees who progress from BT04 to BT05 under this clause must gain 24 points of competence before being eligible to be reclassified as a BT06.

(ii) Licensed Trades

Movement from BT05 to BT06 for licensed trades.

- (1) Employees will be appointed to a BT04 on successful completion of their apprenticeship.
- (2) Upon receipt and production of a Licensed Tradesperson License which the employee is required to act upon, the employee shall be paid at a BT05 in recognition of the responsibilities undertaken using their licence.
- (3) After completion of 12 months service and subject to demonstration of a satisfactory level of competence in the performance of work requirements, employees at BT05 will be eligible to progress to BT06.
- (4) Notwithstanding anything else contained in this clause, an employee with less than twelve months service may apply for reclassification if they can demonstrate they have acquired the requisite competencies required to progress.
- (5) If an employee does not demonstrate a satisfactory level of competence during the first 12 months of service, the progression will be withheld until a satisfactory level of competence is demonstrated.
- (6) Employees who progress under the provisions of this clause, must gain 24 points of competence before being eligible to be reclassified as a BT07.

5.16 Performance Management

The employer's Performance Management Policy will be initially used to manage instances where an employee does not demonstrate a satisfactory level of competence or does not consistently do so, or does not utilise competencies efficiently, in carrying out work requirements at the level at which they are classified.

Where application of the employer's Performance Management Policy does not successfully address competence issues as described, Disciplinary Procedures of this Agreement will apply.

6 CLASSIFICATION LEVEL DESCRIPTORS

The Classification Matrix at Attachment 2 defines the points required to progress through the structure.

6.1 Classifications Below Trade Level

(a) Classification Level BE00

Relativity to tradesperson - 78% - Hospital Maintenance Technician Level 1

(i) A classification Level BE00 employee works under direct supervision in one or more of the skill streams contained within this classification structure.

(ii) Skills and Duties

An employee at this level performs work to the extent of their skills, competence and training. The employee will acquire skills both formally and informally over time and with experience, and will undertake indicative tasks and duties within the scope of the skills the employee possesses.

An employee at this level may be part of a self directed team and may be required to perform a range of duties across the skill streams contained within this Agreement. An employee at this level would be expected on a daily basis to learn skills at the workface under appropriate supervision and to exercise some judgement.

Subject to the employee having appropriate training, the following are indicative tasks that the employee at this level may perform include but are not limited to the following:

- (1) Waste Management;
- (2) Performing basic construction duties;
- (3) Manually transporting materials; and
- (4) Directly assisting more experienced employees.

(b) Classification Level 1 (BE01)

Relativity to tradesperson – 82% – Hospital Maintenance Technician Level 2

(i) A classification Level 1 (BE01) employee works under general supervision in one or more skill streams contained within this structure. An employee at BE01 will have successfully completed:

- (1) in accordance with RPL principles, a construction skills test equivalent to the required competency standards; or
- (2) a relevant structured training program equivalent to the required competency standards.

(ii) Skills and Duties

An employee at this level level performs work to the extent of their skills competence and training. The employee will acquire skills both formally and informally over time and with experience, and will undertake indicative tasks and duties within the scope of skills the employee possesses.

An employee at this level may be part of a self-directed team, and may be required to perform a range of duties across the main skill streams contained within this Agreement.

An employee at this level:

- (1) works from instructions and procedures;
- (2) assists in the provision of on-the-job training;
- (3) works individually under general supervision;
- (4) is responsible for assuring the quality of their own work;
- (5) can complete paperwork required to ensure projects are completed; and
- (6) ability to work in a safe manner as not to cause self injury or injury to others.

(iii) The BE01 classification covers:

Labourer;
Trades Assistant; and
Other building employees not classified elsewhere.

(c) Classification Level 2 (BE02)

Relativity to tradesperson – 87.4% – Hospital Maintenance Technician Level 3

(i) A classification Level 2 (BE02) employee works under limited supervision in one or more skill streams contained within this structure. An employee at BE02 will have successfully completed:

- (1) in accordance with RPL principles a Construction Skills Test equivalent to the required competency standards; or
- (2) relevant structured training equivalent to the required competency standards.

(ii) Skills and Duties

An employee at this level performs work to the extent of their skills competence and training. The employee will acquire skills both, formal and informal, over time and with experience, and will undertake indicative tasks and duties within the scope of skills the employee possesses.

An employee at this level may be part of a self-directed team and may be responsible for the guidance and direction of one or more employees working at BE01 level or below

An employee at this level:

- (1) can interpret plans and drawings relevant to their functions;
- (2) assists with the provision of on-the-job training;
- (3) assumes responsibility for allocating tasks within the area of the employees skill competence and training;
- (4) has some responsibility for the order and purchase of materials within defined parameters;
- (5) ability to work in a safe manner so as not to cause self injury or injury to others;
- (6) works individually under general supervision;
- (7) is able to sequence functions relevant to other employee's work;
- (8) can complete paperwork required to ensure projects are completed; and
- (9) applies quality control techniques to the employee's own work and the work of other employees.

(iii) The BE02 classification covers the following:

Labourer with additional skills;
Trades Assistant with additional skills;
Building Employee not otherwise classified with additional skills.

(d) Classification Level 3 (BE03)

Relativity to tradesperson – 92.4% – Hospital Maintenance Technician Level 4

(i) A classification Level 3 (BE03) employee works under limited supervision in one or more skill streams contained within this structure. An employee at BE03 will have successfully completed:

- (1) in accordance with RPL principles a Construction Skills Test equivalent to the required competency standards; or
- (2) relevant structured training equivalent to the required competency standards.

(ii) Skills and Duties

An employee at this level performs work to the extent of their skills competence and training. The employee will acquire skills both, formal and informal, over time and with experience, and will undertake indicative tasks and duties within the scope of skills the employee possesses.

An employee at this level may be part of a self-directed team and may be responsible for the guidance and direction of one or more employees working at BE01 or BE02 level.

An employee at this level:

- (1) can interpret plans and drawings relevant to their functions;
- (2) assists with the provision of on-the-job training;
- (3) ability to work in a safe manner so as not to cause self injury or injury to others;
- (4) has some responsibility for the order and purchase of materials within defined parameters;
- (5) is able to sequence functions relevant to other employee's work;
- (6) applies quality control techniques to the employee's own work and other employees;
- (7) can work at a level higher than an employee at BE02;

- (8) can complete paperwork required to ensure projects are completed; and
 - (9) can utilise basic problem solving skills.
- (iii) The BE03 classification would cover:
- Labourer with additional trade skills;
 - Trades Assistant with additional trade skills;
 - Building Employee not otherwise classified with additional skills.

6.2 Classifications - Trade Level and above

- (a) Classification Level 4 (BT04/BE04)
Relativity to tradesperson – 100% – Hospital Maintenance Technician Level 5
- (i) A classification Level 4 (100%) (BT04/BE04) employee works individually or in a team environment in a trade contained within this structure. An employee at classification Level 4 will:
 - (1) have successfully completed a relevant trade apprenticeship or its AQF equivalent; or
 - (2) have successfully completed, in accordance with RPL principles a competency assessment for this level; or
 - (3) possess a certificate of trade or Tradesman's Rights certificate.
 - (ii) Skills and Duties
- An employee at this level performs work to the extent of their skills, competence and training. The employee will acquire skills both formal and informal over time and with experience. The employee will undertake indicative tasks within the scope of the skills that the employee possesses.
- A BT04/BE04 at this level demonstrates:
- (1) understanding of quality control techniques;
 - (2) ability to inspect products and/or materials for conformity with established standards;
 - (3) good interpersonal communications skills;
 - (4) ability to work in a safe manner so as not to cause self injury or injury to others;

- (5) ability to exercise discretion and utilise basic fault finding skills in the cause of their work;
 - (6) ability to work under general supervision either individually or in a team environment;
 - (7) can complete paperwork required to ensure projects are completed; and
 - (8) ability to instruct apprentices in the correct performance of work.
- (iii) Indicative tasks that an employee may perform, at this level include but are not limited to the following:
- trade skills associated certificated trades within the scope of this Structure;
 - non-trade tasks incidental to their work;
 - informal on-the-job guidance to a limited degree;
 - instruction of apprentices in the correct performance of trade related skills; and
 - has knowledge of work within the Plumbing and General Construction stream.
- (iv) The BT04/BE04 classification would cover:
- Carpenter;
Painter;
Plasterer;
Building Employee not otherwise classified with additional skills (having been formally assessed as possessing the required competencies at this level).
- (b) Classification Level 5 (BT05/BE05)
Relativity to tradesperson – 105% – Hospital Maintenance Technician Level 6
- (i) A Classification Level 5 (BT05/BE05) employee works individually or in a team environment. An employee at classification Level 5 will have successfully completed:
 - (1) an additional 12 points of relevant structured training from another Trade (at AQF3 level) or Post Trade in addition to the requirements of a BT04/BE04 or

- (2) in accordance with RPL principles, a competency assessment for this level.

The above training requirements may be obtained in relation to a range of skills, including, but not limited to trade skills, in comparable trades, which would allow an employee to use the nominated competencies to perform a range of duties across trades as required by the employer.

It is a requirement that the tradesperson has undertaken the necessary training, (either on or off the job) or has the necessary experience, is at a competent level to perform the duty and would meet existing licensing requirements, where applicable.

(ii) Skills and Duties

An employee at this level performs work to the extent of their skills, competence and training. The employee will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. The employee will undertake indicative tasks within the scope of the skills that the employee possesses.

A BT05/BE05 works above and beyond a BT04/BE04 and to the level of their training:

- (1) exercises skills gained through satisfactory completion of the training prescribed for this level or through satisfactory completion of a skills assessment for this level;
- (2) exercises discretion within the scope of this level;
- (3) works under general supervision either individually or in a team environment;
- (4) understands and implements quality control techniques;
- (5) provides guidance, direction and assistance to other employees;
- (6) works in a safe manner so as not to injure themselves or other employees;
- (7) can complete paperwork required to ensure projects are completed; and
- (8) exercises trade skills relevant to the requirements of the enterprise at a level higher than an employee at level 4.

(iii) The following indicative tasks, which an employee at this level may perform, are subject to the employee having appropriate trade and post trade training or experience to enable the employee to perform the particular indicative tasks (but not limited to):

- assists in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
- operates and maintains a wide range of complex machines or equipment in the workplace;
- ability to apply relevant legislation to work of self and others;
- ability to carry out any other tasks as directed in accordance with their level of skill and training;
- utilises trade skills not related to the employee's designated core trade.

(iv) The BT05/BE05 classification covers

Carpenter;
Painter;
Plasterer;
Plumber Licensed Tradesperson;
Building Employee not otherwise classified (formally assessed as having the competencies at this level).

(c) Classification Level 6 (BT06/BE06)

Relativity to tradesperson – 110% – Hospital Maintenance Technician Level 7

(i) A Classification Level 6 (BT06/BE06) employee works individually or in a team environment. An employee at classification Level 6 will:

- (1) have successfully completed an additional 12 points of relevant structured training from another Trade (at AQF3 level) or Post Trade in addition to the requirements of a BT05/BE05; or
- (2) have successfully completed, in accordance with RPL principles, a competency assessment for this level; or
- (3) be a Licenced tradesperson plumber who has completed 12 months service and has demonstrated a satisfactory level of competence in the performance of work requirements at BT05/BE05.

The above training requirements may be obtained in relation to a range of skills, including but not limited to, trade skills, in comparable trades, which

would allow an employee to use nominated competencies to perform a range of duties across trades, as required by employer.

It is a requirement that the tradesperson has undertaken the necessary training (either on or off the job) or has the necessary experience, is at a competent level to perform the duty and would meet existing licensing requirements, where applicable.

(ii) Skills and Duties

An employee at this level performs work to the extent of their skills, competence and training. The employee will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. The employee will undertake indicative tasks within the scope of the skills that the employee possesses.

A BT06/BE06 works above and beyond a BT05/BE05 and to the level of their training:

- (1) exercises the skills attained through satisfactory completion of the training and standard prescribed for this classification;
- (2) provides guidance, direction and assistance to other employees provides guidance and assistance to other employees;
- (3) assists in the provision of training in conjunction with supervisors and trainers;
- (4) understands and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
- (5) works in a safe manner so as not to injure themselves or other employees. Is able to identify hazards and unsafe work practices which may affect others;
- (6) exercises excellent interpersonal skills;
- (7) performs work under limited supervision either individually or in a team environment;
- (8) completion of paperwork required to ensure projects are completed; and
- (9) exercises discretion within their level of skill.

(iii) The following indicative tasks, which an employee at this level may perform, are subject to the employee having appropriate trade and post trade training or experience to enable the employee to perform the particular indicative tasks:

- exercises high precision trade skills using various materials and/or specialised techniques;
- utilises additional trade licences;
- utilises post trade skills;
- utilises trade skills not related to the employees' designated core trade; and
- performs tasks on a CAD/CAM terminal in performance of routine modifications.

(iv) The BT06/BE06 classification covers

Carpenter;
Painter;
Plasterer;
Plumber Licensed Tradesperson;
Building Employee not otherwise classified (formally assessed as having the competencies at this level).

(d) Classification Level 7 (BT07/BE07)

Relativity to tradesperson – 115% – Hospital Maintenance Technician Level 8

(i) A Classification Level 7 (BT07/BE07) employee works individually or in a team environment. An employee at classification BT07/BE07 will have successfully completed:

- (1) an additional 12 points of relevant structured training from another Trade (at AQF3 level) Post Trade structured in addition to the requirements of a BT06/BE06; or
- (2) in accordance with RPL principles, a competency assessment for this level.

The above training requirements may be obtained in relation to a range of skills, including, but not limited to trade skills, in comparable trades, which would allow an employee to use nominated competencies to perform a range of duties across trades, as required by the employer.

It is a requirement that the tradesperson has undertaken the necessary training (either on or off the job), or has the necessary experience, is at a

competent level to perform the duty and would meet existing licensing requirements.

(ii) Skills and Duties

An employee at this level performs work to the extent of their skills, competence and training. The employee will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. The employee will undertake indicative tasks within the scope of the skills that the employee possesses.

A BT07/BE07 works above and beyond a BT06/BE06 and to the level of their training:

- (1) exercises the skills attained through satisfactory completion of the training and standard prescribed for this classification;
- (2) provides guidance, direction and assistance to other employees;
- (3) assists in the provision of training in conjunction with supervisors and trainers;
- (4) has good quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels and provide solutions;
- (5) works in a safe manner so as not to injure themselves or other employees. Is able to identify hazards and unsafe work practices which may affect others;
- (6) exercises excellent interpersonal and communication skills;
- (7) performs work under limited supervision either individually or in a team environment;
- (8) can complete of paperwork required to ensure projects are completed; and
- (9) exercises discretion within their level of skill.

(iii) The following indicative tasks, which an employee at this level may perform, are subject to the employee having appropriate trade and post trade training or experience to enable the employee to perform the particular indicative tasks:

- exercises high precision trade skills using various materials and/or specialised techniques;

- utilises additional trade licences;
- utilises post trade skills;
- utilises trade skills not related to the employees' designated core trade; and
- performs operations on a CAD/CAM terminal in performance of routine modifications.

(iv) The BT07/BE07 classification covers:

Carpenter;
Painter;
Plasterer;
Plumber Licensed Tradesperson;
Building Employee not otherwise classified (formally assessed as having the competencies at this level).

(e) Classification Level 8 (BT08)

Relativity to tradesperson – 120% – Hospital Maintenance Technician Level 8A

- (i) A Classification Level 8 (BT08) employee works individually or in a team environment. An employee at BT08 will have successfully completed:
- (1) an additional 6 points of relevant structured training from another Trade (at AQF3 level) Post Trade structured training in addition to the requirements of a BT07; or
 - (2) in accordance with RPL principles, a competency assessment for this level.

The above training requirements may be obtained in relation to a range of skills, including, but not limited to trade skills, in comparable trades, which would allow an employee to use nominated competencies to perform a range of duties across trades, as required by employer.

It is a requirement that the trades person has undertaken the necessary training (either on or off the job), or has the necessary experience, is at a competent level to perform the duty and would meet existing licensing requirements, where applicable.

(ii) Skills and Duties

An employee at this level performs work to the extent of their skills, competence and training. The employee will have completed the required training or will have the equivalent skills gained through work experience in

accordance with the prescribed standards for this level. The employee will undertake indicative tasks within the scope of the skills that the employee possesses.

A BT08 works above and beyond a BT07 and to the level of their training:

- (1) Diagnoses and solves technical or organisational problems.
 - (2) Researches, prepares and presents complex reports.
 - (3) Participates in the development of quality control and occupational health and safety programmes.
 - (4) Participates in the implementation of relevant training.
 - (5) Possesses effective written and verbal communication skills of a level sufficient to communicate detailed information and produce reports.
- (iii) The following indicative tasks, which an employee at this level may perform, are subject to the employee having appropriate trade and post trade training or experience to enable the employee to perform the particular indicative tasks:
- exercises high precision trade skills using various materials and/or specialised techniques;
 - exercises discretion;
 - understands and implements quality control techniques;
 - utilises additional trade licences;
 - utilises post trade skills;
 - utilises trade skills not related to the employees' designated core trade;
 - reads, interprets and applies information from plans; and
 - performs operations on a CAD/CAM terminal in performance of routine modifications.
- (iv) The BT08 classification covers:
- Carpenter;
Painter;
Plasterer;

Plumber Licensed Tradesperson.

(f) Classification Level 9 (BT09)

Relativity to tradesperson – 125% – Hospital Maintenance Technician Level 9

(i) A Classification Level 9 (BT09) employee works individually or in a team environment. An employee at classification level BT09 will have successfully completed:

- (1) an additional 6 points of relevant structured training from another Trade (at AQF3 level) Post Trade structured training in addition to the requirements of a BT08; or
- (2) in accordance with RPL principles, a competency assessment for this level.

The above training requirements may be obtained in relation to a range of skills, including but not limited to trade skills, in comparable trades, which would allow an employee to use nominated competencies to perform a range of duties across trades, as required by employer.

It is a requirement that the tradesperson has undertaken the necessary training (either on or off the job), or has the necessary experience, is at a competent level to perform the duty and would meet existing licensing requirements, where applicable.

(ii) A BT09 works above and beyond a BT08 and to the level of their training:

- (1) uses information from plans to diagnose and solve problems related to his/her sphere of work;
- (2) identifies any deviations from plans and sketches;
- (3) identifies and documents variations to original plans to the extent required to make cost comparisons;
- (4) possesses high level interpersonal and communication skills;
- (5) applies high level quality control techniques;
- (6) schedules and plans work for a team and provides brief reports on the progress and quality of work; and
- (7) assists in designing training programmes for implementation utilises additional trade licences.

(iii) Skills and Duties

An employee at this level performs work to the extent of their skills, competence and training. The employee will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. The employee will undertake indicative tasks within the scope of the skills that the employee possesses.

The following indicative tasks, which an employee at this level may perform, are subject to the employee having appropriate trade and post trade training or experience to enable the employee to perform the particular indicative tasks:

- exercises high precision trade skills using various materials and/or specialised techniques;
- utilises post trade skills;
- utilises trade skills not related to the employees' designated core trade;
- performs operations on a CAD/CAM terminal in performance of routine modifications;
- provides guidance and assistance as part of a work team;
- prepares reports of a technical nature on specific work issues;
- implements quality control techniques to a higher level than BT08; and
- reads, interprets and applies information from plans.

(iv) The BT09 classification covers a:

Carpenter;
Painter;
Plasterer;
Plumber Licensed Tradesperson.

7 IMPLEMENTATION PROCESS

The implementation of this structure will enable employees to have their current skills or competencies recognised if they are required to use those skill or competencies by the employer.

Subject to Clause 5. Classification Structure of this Schedule, employees assessed in the implementation phase of this Schedule as having skills/ competencies required to be used

by the employer at a higher level than their core skills/competencies, will have their classification adjusted as at the date of registration of this Agreement. The employer agrees to consider an earlier date in circumstances where an employee had lodged a full and complete application for reclassification or relevant supporting paperwork containing the information necessary for a determination to be made.

Employees assessed after the completion of the implementation phase and who are successful in gaining an additional level (or levels), will be paid in accordance with Attachment 2.

7.1 Translation

Employees covered by this classification structure shall transfer from their current permanent classification to the classification structure in accordance with the Translation Schedule. No employee will be disadvantaged in respect to their permanent trade skill level as a result of the implementation of the revised classification structure.

This translation schedule shall be used to translate all current employees into the classification structure.

7.2 Translation Schedule

Trades	Current Classification Level	New Classification Level	New Relativity
<ul style="list-style-type: none"> • Labourer Entrance Level • Trades Assistant Entrance Level • Building Employee not otherwise classified Entry Level 	BE00	BE00	78%
<ul style="list-style-type: none"> • Labourer • Labourer Assisting any other Tradesperson • Trades Assistant • Building Employee not otherwise classified 	BE01	BE01	82%
<ul style="list-style-type: none"> • Labourer (with additional skills) • Trades Assistant (with additional skills) • Building Employee not otherwise classified (with additional skills) 	BE02	BE02	87%
<ul style="list-style-type: none"> • Labourer (with additional trades skills) • Trades Assistant (with 	BE03	BE03	92%

Trades	Current Classification Level	New Classification Level	New Relativity
<ul style="list-style-type: none"> • Additional trade skills) • Building Employee not otherwise classified (with additional skills) 			
<ul style="list-style-type: none"> • Carpenter • Painter • Plasterer • Building Employee not otherwise classified (formally assessed as having the competencies at this level) 	BE04 - Trade Level for Certificate Trades	BT04/BE04	100%
<ul style="list-style-type: none"> • Carpenter • Plumber Licensed Tradesperson • Painter • Plasterer • Cross traded staff • Building Employee not otherwise classified (formally assessed as having the competencies at this level) 	BE05 - Trade Level for Licensed Trades	BT05/BE05	105%
<ul style="list-style-type: none"> • Carpenter • Plumber Licensed Tradesperson • Painter • Plasterer • Cross traded staff • Building Employee not otherwise classified (formally assessed as having the competencies at this level) 	BE06	BT06/BE06	110%
<ul style="list-style-type: none"> • Carpenter • Plumber Licensed Tradesperson • Painter • Plasterer • Dual traded staff • Cross traded staff • Building Employee not otherwise classified (formally assessed as having the competencies at this level) 	BE07	BT07/BE07	115%
<ul style="list-style-type: none"> • Carpenter 	BE08	BT08	120%

Trades	Current Classification Level	New Classification Level	New Relativity
<ul style="list-style-type: none"> • Plumber Licensed Tradesperson • Painter • Plasterer • Dual traded staff • Cross traded staff 			
<ul style="list-style-type: none"> • Dual traded staff • Cross traded staff 	BE09	BT09	125%

ATTACHMENT 1 LICENSING/QUALIFICATIONS MATRIX

License/Certificate	Points Allotted
PLUMBING STREAM	
Plumbing Trades person License	BT05
Backflow Prevention	4 Dual Band points
Thermostatic Mixing Valves	3.2 Dual Band points
Gas Installers License	20 Dual Band points
Restricted Electrical License - Hot Water	To be allotted
Restricted Electrical License - Gas Appliances	To be allotted
Dual Trading*	24 points
BUILDING STREAM (Certificate)	
Trade Certificate Qualification	BT04
Dual Trading*	24 points
NON CERTIFICATE WORK AREAS	
Fork Lift Operator Certificate	2 points

Important Notes

Note (*) indicates the minimum recognition for dual trading in this stream.

ATTACHMENT 2 CLASSIFICATION MATRIX

Building Trades Competency Requirements	Building Trades	Relativity	AQF Level
(Core + A Band)	B.00		New Entry Level
(Core + A Band)	B.01		
(Core + A Band)	B.02		
(Core + A Band)	B.03		
(Core + A Band)	B.04	100%	Certificate 3
(Core + A Band) + 12 additional A Band, Dual Band or B Band points	B.05	105%	
(Core + A Band) + 24 Additional A Band, Dual Band or B Band Points.	B.06	110%	
(Core + A Band) + (24 Additional A Band, Dual Band or B Band Points.) + (12 Additional Dual Band or B Band Points)	B.07	115%	Certificate 4
(Core + A Band) + (24 Additional A Band, Dual Band or B Band Points.) + (12 Additional Dual Band or B Band Points.) + (6 Additional B Band Points.)	B.08	120%	
(Core + A Band) + (24 Additional A Band, Dual Band or B Band Points.) + (12 Additional Dual Band or B Band Points.) + (12 Additional B Band Points.)	B.09	125%	
N/A	N/A	N/A	Diploma

ATTACHMENT 3 CLASSIFICATION ASSESSMENT PROCESS

- 1.1 The following process applies to all licensed tradespersons, tradespersons and building employees who wish to have their existing classification assessed. Each step of the assessment process is required to be completed, prior to the reclassification.
- (a) The employee applies for an assessment on the prescribed form.
 - (b) The employee checks off each competency they wish to be assessed against.
 - (c) The supervisor reviews the list and agrees or disagrees with the competencies identified by the employee as required to be used.
 - (d) The Application and the Competency list are returned to the employee.
 - (e) The employee collects documented evidence for each of the competencies. Where necessary assistance may be sought from the Union Delegate or Supervisor.
 - (f) The supervisor checks that every competency has some documented evidence attached, and provides the employee with written acknowledgement of receipt of the application.
 - (g) The Application, competency list and all documented evidence are forwarded to the delegated officer arrange assessment.
 - (h) The delegated officer tracks the documentation and ensures the assessments are conducted, returns the documents to employer with a copy of the assessment results. A copy of the assessment results is forwarded to the employee.
 - (i) Based on the assessment results, the delegated Officer recommends what classification increase (if any) is required.
 - (j) The recommendations are forwarded to the Area Classification Committee for consideration and the employee is advised of the outcome.
 - (k) The date of the payment will be the date the supervisor acknowledges receipt of the completed application at point (g) above.
 - (l) The employee is advised in writing of the decision.
 - (m) The employer enters assessment results in the employees' personnel records and effect payment at the new classification (if necessary).
- 1.2 Initial Assessment Process Only
- (a) For the initial assessment pursuant to Clause 3. Initial Assessment, the following steps may be inserted into the above process after step (f).

- (i) If the supervisor agrees that the employee already possesses, and is required by their employer to use, the skills associated with the competencies claimed, the application shall be forwarded to the relevant Manager and the delegated officer for review.
 - (ii) If approval is granted, the delegated officer shall, comply with individual health service policies regarding approval of claims.
 - (iii) When ratification is received, the employee shall be advised in writing of the decision. The employer will issue a letter confirming the assessment results, enter the assessment results in the employees' personnel records and effect payment at the new classification.
 - (iv) If Approval is not granted, the Application will proceed to step 8 of the classification assessment process.
- (b) These alternative steps shall only apply to applications of Initial Assessment lodged within 6 months of the registration of this Agreement.