

LHMU

DEPARTMENT OF HEALTH SUPPORT WORKERS

FEDERAL AGREEMENT

2004

1. TITLE

This Agreement shall be known as the LHMU - Department of Health Support Workers Federal Agreement 2004.

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3. AREA, INCIDENCE AND PARTIES BOUND

- 3.1 This agreement applies throughout the State of Western Australia and is binding on the parties and on employees to which the Health and Disability

Services - Support Workers - Western Australian Government - Award 2001 applies.

3.2 The parties to the agreement are:

- (a) The Liquor, Hospitality and Miscellaneous Union.
- (b) The Minister for Health in his incorporated capacity under s.7 of the Hospitals and Health Services Act 1927 (WA) as:
 - (i) the Hospitals formerly comprised in the Metropolitan Health Service Board,
 - (ii) the Peel Health Services Board,
 - (iii) the South West Health Board,
 - (iv) the WA Country Health Service.
- (c) The Board of the Western Australian Centre for Pathology and Medical Research.
- (d) The Western Australian Alcohol and Drug Authority.

- 3.3
- (a) The Director General of Health is the delegate of the Minister for Health in his incorporated capacity under s.7 of the Hospitals and Health Services Act 1927 (WA). In this capacity the Director General acts as the “Employer” for the purposes of this Agreement.
 - (b) If the Director General of Health onward delegates any capacity to act as the “Employer” to a Chief Executive of a Health Service or to any other office holder the Director General of Health shall inform the Union in writing of the terms of the delegation. An office holder who acts in accordance with the terms of a delegation from the Director General of Health shall be deemed to have acted as the “Employer” for the purposes of this Agreement.

4. DEFINITIONS

“Agreement” means the LHMU - Department of Health Support Workers Federal Agreement 2004.

“Award” means the Health and Disability Services - Support Workers - Western Australian Government - Award 2001.

“Commission” means the Australian Industrial Relations Commission.

“Employer” means any of the employers party to this Agreement referred to in subclauses 3.2(b)(c) & (d), and subclause 3.3.

“Hospital” means any public hospital, health service, health care facility or other facility controlled by one of the Employers’ party to this Agreement.

“Multi Purpose Service” (MPS) means an integrated health and aged care service delivery model provided by one service provider for rural communities within a designated area. Current services provided by an MPS may include but are not limited to Hospital, nursing home, hostel/lodge, home and community care (HACC) child health, community health, allied health and other health services which may change from time to time.

“Partner” means either a spouse or a defacto partner. A defacto partner means a person who is in a "marriage like" relationship with the employee and includes same sex partners.

“Patient Care Assistant” (PCA) means a multiskilled employee who undertakes any combination of duties which would otherwise be performed by Cleaning, Catering, or Orderly employees.

“Single Stream Employee” means an employee who primarily works within only one stream of work.

“Stream of Work” means any one of the following streams of work – Cleaning, Catering, Laundry, Orderly, Linen/Sewing.

“Union” means the Liquor, Hospitality and Miscellaneous Union.

5. DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the date of certification and remain in force until 31 July 2007.

6. RELATIONSHIP TO AWARDS AND AGREEMENTS

6.1 This Agreement shall be read in conjunction with the Health and Disability Services - Support Workers - Western Australian Government Award 2001 provided that where there is any inconsistency between the express terms of this Agreement and the Award, the express terms of this Agreement shall take precedence to the extent of any such inconsistency

6.2 This Agreement shall be read in conjunction with the Western Australian Government/ Liquor, Hospitality and Miscellaneous Union Redeployment, Retraining and Redundancy Certified Agreement 2004 (RRR Agreement), provided that:

(a) Except as provided in sub-paragraph (b), where there is any inconsistency between the express terms of this Agreement and the

RRR Agreement, the express terms of the RRR Agreement shall take precedence to the extent of any such inconsistency; and

- (b) Where there is any inconsistency between clause 31 of this Agreement and the RRR Agreement, the express terms of this Agreement shall take precedence to the extent of any such inconsistency.

6.3 This Agreement shall be read in conjunction with the LHMU - Union Recognition & Job Security Agreement – Department of Health Support Workers 2004 ('the State Agreement'). Except as provided in subclause 6.1, nothing in this Agreement is intended to affect the operation of any agreement or award that includes matters not specifically dealt with in this Agreement.

7. REPLACEMENT OF AGREEMENT

7.1 This Agreement cancels and replaces the Western Australian Government Health Services (ALHMWU) Agreement 2002.

7.2 The parties agree to commence genuine negotiations for a replacement agreement no later than 3 months prior to the date this agreement expires.

8. AIM OF THE AGREEMENT

The aims of the Agreement are:

8.1 to enable the parties to develop and implement strategies which:

- (a) recognise and achieve productivity improvements without impairing the quality of support services and of patient care; and
- (b) enhance job satisfaction, security and remuneration.

9. CONSULTATION MECHANISM

9.1 Consultative Committees are for the purpose of progressing the issues raised in this Agreement.

9.2 A Consultative Committee shall be established at a Hospital when the Union or the relevant Employer notifies the other of its intention to do so.

9.3 The Union and relevant Employer shall meet and jointly determine the structure and process (including elections and timetables) of the Consultative Committee.

9.4 Consultative Committees shall be made up of representatives of the Employer and employees nominated by the Union.

- 9.5 Each employee nominated by the Union who has not previously received training shall be released to attend the Union training course before the first consultative committee meeting.
- 9.6 The Employer shall provide reasonable resourcing to ensure effective and informed employee participation, including access to all relevant information and a reasonable period of time of release to facilitate the consultative process.
- 9.7 Employees nominated by the Union shall be paid for attendance at Consultative Committee meetings as if they had worked their normal roster.
- 9.8 Employees nominated by the Union shall be given time off in lieu when they attend a Consultative Committee meeting in their own time; such time to be equal to total travel and meeting time.
- 9.9 The Employer shall be responsible for the keeping of proper records of the Consultative Committee. At the conclusion of each meeting, the Employer shall forward minutes of the Consultative Committee to members of the Committee.
- 9.10 An officer of the Union is entitled to attend a meeting of the Consultative Committee and address the Committee on any issue, but shall not vote on any motion.

10. PATIENT CARE ASSISTANT

- 10.1 If a Hospital wishes to introduce a PCA model, the Union will not oppose it where the process is consistent with this Agreement.
- 10.2 The introduction of a PCA model will be implemented through a Consultative Committee between the parties.
- 10.3 The Employer will provide all relevant information in a timely and co-operative manner.
- 10.4 The selection process for PCAs will be open and fair in accordance with the Public Sector Standards in Human Resource Management.
- 10.5 Special attention will be given to ensuring that workers of non-English speaking backgrounds are not disadvantaged by the introduction of the PCA.
- 10.6 Special attention will be given to ensuring that employees with family responsibilities will not be disadvantaged by the introduction of the PCA.
- 10.7 PCAs will be provided with agreed training prior to taking up positions.

- 10.8 In filling any PCA position preference will be given to those employees who have been displaced in their existing positions by the introduction of PCAs.
- 10.9 PCAs shall not perform nursing duties.

11. PROBATION

- 11.1 Subject to clause 11.2, every new employee, other than a casual employee, including employees engaged for a fixed term, shall be on probation for a period of three (3) months.
- 11.2 An employee who is appointed from the Public Sector of Western Australia, and who has at least three months of continuous satisfactory service immediately prior to appointment will not be required to serve a period of probation.
- 11.3 At any time during the period of probation the Employer may annul the appointment and terminate the service of the employee by the giving of two (2) weeks notice or payment in lieu thereof.
- 11.4 At any time during the period of probation the employee may resign by giving two (2) weeks notice.
- 11.5 A lesser period of notice may be agreed, in writing between the Employer and the employee.

12. ROSTERING

- 12.1 The Consultative Committee established pursuant to Clause 9 of this Agreement shall apply the following principles when considering major issues relating to rostering:
- (a) Rostering must balance employee and Employer needs while recognising that the priority is the provision of quality patient care.
 - (b) Rostering systems must conform to relevant Award provisions.
 - (c) Rosters should be posted well in advance of their implementation to facilitate employees planning and dispel feelings of anxiety and uncertainty.
 - (d) Specific Hospital policies pertinent to rostering must be determined and recorded prior to implementing a new rostering program.
 - (e) Rostering policies must serve to protect individual employees against discriminatory action.
 - (f) The rostering system must accommodate all employees' leave allowances.

- (g) Any proposals to alter the rostering system such as alternative methods of working time, 38 hour week or the introduction of 12 hour shifts must be supported by a two thirds majority of affected employees, or such other proportion as is agreed between the Employer and the Union.
- (h) Ballots shall be by secret postal ballot of all affected employees including employees on leave or workers' compensation who can be contacted as far as reasonably practicable. Ballots shall be conducted by, and the results scrutinised and declared by, two persons one of whom is nominated by the Chief Executive/General Manager at the relevant Hospital and the other of whom is nominated by the Union.
- (i) Conditions outside the workplace must be considered in any roster change of start and finish times to minimise undesirable affects eg personal safety and public transport.
- (j) Full time and part time employees shall not have their hours reduced by the introduction of rostering changes.

12.2 Where a consultative committee decides to consider alternative rostering systems in a work area, the following process shall be followed:

- (a) The Union shall be notified in writing, as soon as the decision to consider rostering is made. Such notification shall be made at least two (2) weeks before any further action, including meetings or employee consultations, is taken.
- (b) Employer representatives and Union representatives from the consultative committee shall conduct meetings with the affected employees.
- (c) Develop several proposals in conjunction with the committee, for alternative rosters that may meet the needs of the Hospital and employees. Comments should be invited from all affected employees, other staff at the Hospital and customers.
- (d) Identify the expected benefits and possible detrimental effects to the patients, the Hospital and employees.
- (e) Training and communication sessions for the employees should be arranged to allow for effective communication between staff and the Employer.
- (f) Proposed rosters should be forwarded to the employees and Union for comments allowing for at least a two-week comment period.

- (g) Conduct meetings to report back results to employees and provide opportunity for full discussion of proposed changes. Where possible, a joint presentation of the proposed rosters should be given.
- (h) A secret ballot of all affected employees, (including those on leave or workers compensation who can be contacted as far as reasonably practicable), will be conducted by the consultative committee before any alternative roster is introduced. The Union shall be notified 14 days before the holding of the ballot.
- (i) If a new roster is agreed there shall be at least a four-week notice period before implementation including education and consultation with employees. Employees who feel they will be disadvantaged by the proposal should have their concerns addressed specifically.
- (j) Implement the new roster.
- (k) Allow the roster to run for a trial period of approximately three months. During this time the consultative committee shall make an evaluation. This should include OS&H concerns, family needs, job satisfaction, and absenteeism. Meetings should be held with employees to determine the effectiveness of the new roster.
- (l) Any employee who feels that the new roster is disadvantaging them should approach Hospital management, the Union or the consultative committee.
- (m) Any disputes during this process shall be dealt with in accordance with Clause 30.- Dispute Settling Procedure.
- (n) Alternative roster arrangements that are approved in accordance with this clause and Clause 9 - Consultation Mechanism are not subject to the requirements of Clause 26.1.4 of the Award.
- (o) An officer of the Union is entitled to attend, and address, any meeting pursuant to clauses (2)(b) or (g).
- (p) At no stage of the above process will the Union veto the consideration of any new rostering proposal.
- (q) An alternative process may take place by agreement between the Union and Employer.

13. TEA BREAKS

- 13.1 Employees shall take only one tea break per shift for shifts of four hours or longer.

- 13.2 Employees on shifts of less than four hours shall not be entitled to a tea break.
- 13.3 A tea break shall be a maximum of fifteen minutes.
- 13.4 Notwithstanding anything mentioned in the above subclauses an employee who is employed for greater than four hours is entitled to an unpaid meal break of not less than 30 minutes and not more than one hour as well as the tea break.

14. WAGES AND ALLOWANCES

14.1 Wage Rates

Level	Service Increments	Current Rate as at 31 July 2004	\$28.60 Weekly Rate Payable on and from 1 August 2004	\$28.60 Weekly Rate Payable on and from 1 August 2005	\$28.60 Weekly Rate Payable on and from 1 August 2006
Level 1/2	1st Year	\$538.33	\$566.93	\$595.53	\$624.13
Level 1/2	2nd Year	\$545.51	\$574.11	\$602.71	\$631.31
Level 1/2	3rd Year	\$551.55	\$580.15	\$608.75	\$637.35
Level 3/4	1st Year	\$557.59	\$586.19	\$614.79	\$643.39
Level 3/4	2nd Year	\$565.35	\$593.95	\$622.55	\$651.15
Level 3/4	3rd Year	\$569.67	\$598.27	\$626.87	\$655.47
Level 5	1st Year	\$580.77	\$609.37	\$637.97	\$666.57
Level 5	2nd Year	\$585.82	\$614.42	\$643.02	\$671.62
Level 5	3rd Year	\$590.45	\$619.05	\$647.65	\$676.25
Level 6	1st Year	\$584.87	\$613.47	\$642.07	\$670.67
Level 6	2nd Year	\$588.44	\$617.04	\$645.64	\$674.24
Level 6	3rd Year	\$592.02	\$620.62	\$649.22	\$677.82
Level 7	1st Year	\$594.22	\$622.82	\$651.42	\$680.02
Level 7	2nd Year	\$599.38	\$627.98	\$656.58	\$685.18
Level 7	3rd Year	\$603.87	\$632.47	\$661.07	\$689.67
Level 8	1st Year	\$610.82	\$639.42	\$668.02	\$696.62
Level 8	2nd Year	\$617.54	\$646.14	\$674.74	\$703.34
Level 8	3rd Year	\$623.53	\$652.13	\$680.73	\$709.33
Level 9	1st Year	\$629.20	\$657.80	\$686.40	\$715.00
Level 9	2nd Year	\$635.77	\$664.37	\$692.97	\$721.57
Level 9	3rd Year	\$642.21	\$670.81	\$699.41	\$728.01
Level 10	1st Year	\$639.82	\$668.42	\$697.02	\$725.62
Level 10	2nd Year	\$644.52	\$673.12	\$701.72	\$730.32
Level 10	3rd Year	\$648.68	\$677.28	\$705.88	\$734.48
Level 11	1st Year	\$662.24	\$690.84	\$719.44	\$748.04
Level 11	2nd Year	\$669.33	\$697.93	\$726.53	\$755.13
Level 11	3rd Year	\$676.45	\$705.05	\$733.65	\$762.25
Level 12	1st Year	\$681.27	\$709.87	\$738.47	\$767.07

Level	Service Increments	Current Rate as at 31 July 2004	\$28.60 Weekly Rate Payable on and from 1 August 2004	\$28.60 Weekly Rate Payable on and from 1 August 2005	\$28.60 Weekly Rate Payable on and from 1 August 2006
Level 12	2nd Year	\$688.84	\$717.44	\$746.04	\$774.64
Level 12	3rd Year	\$696.20	\$724.80	\$753.40	\$782.00
Level 13	1st Year	\$711.07	\$739.67	\$768.27	\$796.87
Level 13	2nd Year	\$719.38	\$747.98	\$776.58	\$805.18
Level 13	3rd Year	\$727.24	\$755.84	\$784.44	\$813.04

14.2 Hospital Allowance

(a) Allowance Rate

	Current Rate as at 31 July 2004	3.4% Weekly Rate Payable on and from 1 August 2004	3.5% Weekly Rate Payable on and from 1 August 2005	3.3% Weekly Rate Payable on and from 1 August 2006
Employees employed at Level 1/2	\$16.10	\$16.65	\$17.23	\$17.80
Employees employed at Level 3/ 4	\$21.50	\$22.23	\$23.01	\$23.77

- (b) This Clause replaces clause 23.2, 23.4, 23.5 & 23.8 of the Award.
- (c) The allowances prescribed in this clause compensates for the handling of foul linen, cadavers, sterilising sputum mugs and reconstitution of frozen food and/or reheating of chilled food.
- (d) The allowance is paid pro-rata according to hours worked. Employees who will receive the Hospital Allowance under this clause and who previously received greater payments pursuant to the allowances prescribed in clauses 23.2, 23.4, 23.5 & 23.8 of the Award will continue to receive the excess amount which will be maintained for the life of the Agreement.
- (e) Where employees have received the allowances prescribed in clauses 23.2, 23.4, 23.5 & 23.8 of the Award on an irregular basis any determination of an entitlement to maintenance shall be determined by averaging the allowances received over the last 12 months excluding periods of absence.

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

14.3 Mortuary Attendance Allowance

14.3.1 If a Hospital does not employ a Mortuary Technician (or one is not available) and an employee is required to perform mortuary duties, which includes:

- (a) Washing and preparing a body for viewing;
- (b) Undertaking duties on a body in a decayed state and/or following violent death;
- (c) Assisting with a post mortem examination;
- (d) Conducting a viewing where the employee is the only staff member present;
- (e) Assisting police in removing clothing or taking photographs;

the following allowance shall be paid for each occasion of service.

Current Rate as at 31 July 2004	3.4% Rate Payable on and from 1 August 2004	3.5% Rate Payable on and from 1 August 2005	3.3% Rate Payable on and from 1 August 2006
\$20.00	\$20.68	\$21.40	\$22.11

14.3.2 The Mortuary Attendance Allowance is not provided when an employee transports a body within a Hospital or Health Service or collects a body for viewing, or for other duties previously covered by the cadaver allowance.

14.4 Ambulance Allowance

All Purpose Orderlies engaged at Derby, Fitzroy Crossing and Halls Creek who are regularly rostered to undertake ambulance duties will be paid an all purpose allowance whilst so engaged.

Current Rate as at 31 July 2004	3.4% Weekly Rate Payable on and from 1 August 2004	3.5% Weekly Rate Payable on and from 1 August 2005	3.3% Weekly Rate Payable on and from 1 August 2006
\$34.20	\$35.36	\$36.60	\$37.81

15. UNDERPAYMENTS

- 15.1 Where an employee is underpaid in any manner, the Employer will rectify the error as soon as practicable.
- 15.2 Notwithstanding subclause 15.1, 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.
- 15.3 Notwithstanding the provisions of subclause 15.2, an employee shall be paid any underpayment immediately by way of a special payment where the underpayment of wages has created serious financial hardship.

16. UNIFORMS AND PROTECTIVE CLOTHING

16.1 Uniforms

- (a) The Employer shall provide free of charge to each employee the following items of clothing:
- (i) Trousers or skirts: six (6) items
 - (ii) Long or short sleeved shirts: six (6) items
 - (iii) Jackets or cardigans: two (2) items
- (b) Female staff may be provided with six (6) dresses in lieu of the items specified in sub clause 16.1(a)(i) and (ii) above.
- (c) Where a Hospital is situated North of 26 degrees south latitude, and by agreement between the Employer and Union, jackets and cardigans need not be provided.
- (d) Any employee who may be required to work in the rain or pass through the rain in the course of their work shall be provided with a waterproof coat.
- (e) The standard uniform items prescribed in sub clause 16.1(a) may be varied by agreement between the Employer and the Union where a Hospital has the need for particular items of clothing to be worn. In these circumstances each employee shall have sufficient number of uniforms to ensure a clean uniform daily.
- (f) No employee shall be required to wear stockings or pantyhose.
- (g) All employees must wear a suitable enclosed shoe however the Employer may not specify the colour or brand.
- (h) Uniforms provided to employees shall at all times remain the property of the Employer.

16.2 Protective Clothing

Without limiting the provisions of the relevant awards, employees shall be provided with the following items of protective clothing as required:

- (a) Chefs/Cooks/Stewards/Housekeepers – Aprons
- (b) Gardeners/Outside Workers - one oilskin coat every two (2) years or other sturdy weatherproof coat and one sun hat
- (c) Hygiene Orderlies and Handy People – Two (2) sets of overalls annually.

16.3 Laundry

All washable clothing forming part of the uniforms supplied by the Employer shall:

- (a) Be laundered free of cost to the employee; or
- (b) In lieu of such free laundering the Employer may pay the employee \$3.00 per week to partly cover the cost of laundering.

17. CASHING OUT LEAVE ENTITLEMENTS

17.1 The purposes of this clause is to allow employees the option of receiving payment in lieu of accrued entitlements to annual leave, long service leave and accrued days off when the employee's request stems from some personal circumstances which are out of the ordinary and have resulted in a particular need for money.

17.2 The inclusion of this clause shall not be taken of itself to imply that there are any grounds for diminishing an employees' entitlements to annual leave, long service leave or accrued days off.

- 17.3 (a) An employee may request, in writing, to be paid out part of his or her entitlement to annual leave, long service leave or accrued days off pursuant to this clause.
- (b) The Employer shall consider the employee's application and respond in writing.

17.4 The rate at which any accrued leave entitlement is paid out shall be the rate that would have been paid had the leave been taken. To avoid doubt payment shall include:

- (a) Any Hospital Allowance which would have been paid had the day been worked.

(b) In the case of annual leave, any applicable annual leave loading.

17.5 The maximum amount of accrued leave which may be paid out at any time is the balance in excess of 20 days leave. The minimum 20 days leave retained can be comprised of either annual leave or accrued days off or a combination of both.

18. LEAVE OPTIONS

18.1 Annual Leave Options

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

18.2 To exercise one or more of the options specified in this clause, an employee must make written application in the manner prescribed by the Employer.

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

(b) Unless otherwise agreed between the employee and the Employer, an employee who enters into an arrangement under this sub clause does so in blocks of 12 months. Further, it will be assumed that, an employee having entered into the arrangement, the arrangement will be continuing from year to year unless the employee otherwise notifies the Employer in writing.

(c) For the purposes of this sub clause and without limiting the meaning of the term, "operational requirements" may include:

- (i) The availability of suitable leave cover, if required;
- (ii) The cost implications;
- (iii) The impact on client/patient service requirements; and
- (iv) The impact on the work of other employees.

(d) The portion of the employee's salary to be forfeited shall be calculated as a fortnightly amount and their fortnightly salary shall be decreased by that amount for the duration of the arrangement.

- (e) All annual leave taken during the course of the arrangement shall be paid at the reduced rate.
- (f) The additional leave shall continue to accrue while the employee is on leave during the course of the arrangement.
- (g) The reduced salary shall be used for all purposes during the course of the arrangement.
- (h) The additional leave shall not attract leave loading.

18.4 Double the leave on half pay.

Subject to operational requirements as defined in sub clause 18.3, 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.

18.5 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 five year period in which the employee may be paid 80% of their ordinary salary over a four year period, with the unpaid component accrued over the four years, and paid out in equal instalments during the fifth year.
- (b) The fifth year will be treated as continuous service, but will not count as service for the purpose of accruing leave entitlements
- (c) 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.
- (d) 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.
- (e) By agreement the four year accrual period may be suspended. The employee will revert back to 100% of salary or access leave without pay, provided that except where longer periods of unpaid leave are otherwise prescribed by this Agreement (eg. Parental Leave), such non participatory periods shall not exceed 6 months. The commencement of the leave year shall be delayed by the length of the non-participatory period.

- (f) Where an employee withdraws from this arrangement in writing, or the employee's contract of employment terminates for any reason, the employee will receive a lump sum equal to the accrued credit. The payment of the lump sum may be deferred for a period of up to 3 months upon the employee's request, provided that where the contract has terminated the payment shall be made in his/her final pay.
- (g) Any paid leave taken during the first four years of this arrangement shall be paid at 80% of the employee's ordinary salary.

18.6 Long Service Leave Options

Upon application by an employee, the Employer may subject to clause 18.7 of this Agreement, approve of the taking by the employee:

- (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
- (b) of any portion of his/her long service leave entitlement on full pay or double such period on half pay;
- (c) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.

18.7 Long service leave may be taken in monthly multiples.

18.8 Implications of Options

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

19. SALARY PACKAGING

19.1 For the purposes of this Agreement salary packaging shall mean an arrangement whereby the wage 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.

19.2 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

19.3 The Employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 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.
- 19.9 An employee may elect to cancel any salary packaging arrangement by giving a minimum of four weeks notice.
- 19.10 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.
- 19.11 Notwithstanding clauses 19.9 and 19.10 the Employer and the employee may agree to forgo the notice period.
- 19.12 The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.
- 19.13 Clause 30 - Dispute Settlement Procedure shall be used to resolve any dispute arising from the operation of this clause.
- 19.14 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 14 - Wages & Allowances shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

20. PERSONAL LEAVE

20.1 Introduction

- (a) The clause replaces Clause 34 of the Health and Disability Services - Support Workers - Western Australian Government Award 2001 provided that only Subclause 34.4 - Bereavement Leave shall continue to apply.
- (b) The intention of Personal Leave is to give employees and Employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave is not to be used for circumstances normally met by other forms of leave.
- (c) This clause does not apply to casuals.

20.2 Transitional Arrangement

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

20.3 Entitlement

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

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

- (b) Where employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- (c) In the year of accrual the 15 days personal leave entitlement may be accessed in accordance with the provisions of this clause. On completion of each year unused personal leave up to a maximum of 13 days will be cumulative. Unused non-cumulative leave will be lost on completion of each anniversary year.

- (d) Notwithstanding the provisions of this clause, in accordance with the Minimum Conditions of Employment Act 1993, an employee must ensure a minimum of ten (10) days per anniversary year has been, or is available to be, utilised for the purpose of sick leave to cover absences from work for illness or injury. Five (5) days of this preserved entitlement may be utilised for the purposes of carers leave.
- (e) An employee employed on a fixed term contract for a period of twelve (12) months or more shall be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract for a period less than twelve (12) months shall be credited on a pro rata basis for the period of the contract.
- (f) A part time employee shall be entitled to the same personal leave credits as a full time employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the employee not been on personal leave.
- (g) An employee is unable to access personal leave while on any period of parental leave or leave without pay. An employee is unable to access personal leave while on any period of annual or long service leave, except as provided for in clauses 20.5(c) and 20.5(d).
- (h) Personal leave will not be debited for public holidays, which the employee would have observed.
- (i) If an employee has exhausted all accrued personal leave the Employer may allow the employee who has at least twelve (12) months service to anticipate up to five (5) days personal leave from next year's credit. If the employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the Employer, calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of the employee.
- (j) In exceptional circumstances the Employer may approve the conversion of an employee's personal leave credits to half pay to cover an absence on personal leave due to illness.
- (k) Personal leave may be taken on an hourly basis.
- (l) Personal leave will be paid at the ordinary rate of pay provided that, when personal leave is taken for the purposes of:
 - (a) illness or injury (sick leave); or
 - (b) caring for an immediate family or household member who is sick and requires the employee's care and support (carers leave);

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

20.4 Application for Personal Leave

- (a) Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to clause 20.3 the Employer may grant personal leave in the following circumstances:
 - (i) where the employee is ill or injured;
 - (ii) to care for members of his or her family or household who are ill or injured and in need of immediate care and attention;
 - (iii) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention; and
 - (iv) by prior approval of the Employer having regard for agency requirements and the needs of the employee, planned matters where arrangements can not be organised outside of normal working hours or be accommodated by the utilisation of flexitime credits by employees working according to approved flexible working hours arrangements or other leave. Planned personal leave will not be approved for regular ongoing situations.
- (b) Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- (c) The definition of family shall be the definition contained in the Equal Opportunity Act 1984 for “relative”. That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of the employee.
- (d) Where practicable, the employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

20.5 Evidence

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

- (b) Personal leave will not be granted where an employee is absent from duty because of personal illness directly caused by the misconduct of the employee.
- (c) Where an employee is ill during the period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of the illness the employee was confined to their place of residence or a Hospital for a period of at least seven (7) consecutive calendar days, the Employer may grant personal leave for the period during which the employee was so confined and reinstate annual leave equivalent to the period of confinement.
- (d) Where an employee is ill during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of illness the employee was confined to their place of residence or a Hospital for a period of at least 14 consecutive calendar days, the Employer may grant personal leave for the period during which the employee was so confined and reinstate long service leave equivalent to the period of confinement.
- (e) Unused personal leave will not be cashed out or paid out when an employee ceases their employment.

20.6 Worker's Compensation

Where an employee suffers a disability within the meaning of Section 5 of the Workers' Compensation and Rehabilitation Act 1981 which necessitates that employee being absent from duty, personal leave with pay shall be granted to the extent of personal leave credits. In accordance with section 80(2) of the Workers' Compensation and Rehabilitation Act 1981 where the claim for workers' compensation is decided in favour of the employee, personal leave credit is to be reinstated.

21. DONOR LEAVE

21.1 Blood or Plasma Donation

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

21.2 Organ or Tissue Donation

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

- (b) Provided that where this paid leave is not sufficient and upon the production of a medical certificate, an employee may access their accrued personal leave or other paid leave in order to cover their absence.

22. ANNUAL LEAVE TRAVEL CONCESSIONS

22.1 Employees stationed in remote areas

The travel concessions contained in the following table are provided to employees, their dependent partners and their dependent children when proceeding on annual leave from headquarters situated in District Allowance Areas 3, 5 and 6, and in that portion of Area 4 located north of 30 degrees South latitude.

- 22.2 Employees are required to serve 12 continuous months in these areas before qualifying for travel concessions. However, employees who have less than 12 months continuous service in these areas and who are required to proceed on annual leave to suit the Employer's convenience will be allowed the concessions. The concession may also be given to an employee who proceeds on annual leave before completing the year's service provided that the employee returns to the area to complete the year's service at the expiration of the period of leave and should such employee not return or complete the required service the Employer may recover the value of the concession provided.
- 22.3 The Employer will provide the concession by paying or reimbursing costs of annual leave travel for the employee, his/her dependent partner and his/her dependent children travelling with him/her up to the cost of the prevailing market rate for return economy airfares to Perth inclusive of GST
- 22.4 Where an employee elects to use transport other than their own, the Employer may require that the travel be booked through the Employer.
- 22.5 An employee travelling other than by air is entitled to payment of up to the equivalent fare calculated in accordance with this clause prior to the commencement of his / her leave.
- 22.6 Travel concessions not utilised within twelve months of becoming due will lapse.
- 22.7 Part-time employees are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week.
- 22.8 Travelling time shall be calculated on a pro rata basis according to the number of hours worked.

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

23. HOURS OF WORK - ACCRUED DAYS OFF

- 23.1 Subject to this clause, employees may accrue days off in accordance with Clause 26.1 of the Award. The inclusion of this clause shall not be taken of itself to imply that there are any grounds for diminishing employees' entitlements to accrued days off.
- 23.2 Accrued days off may be accumulated provided that, where an employee has accumulated 11 or more days off, the Employer may, direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the Employer must give not less than:
- (a) twenty four (24) hours notice to the employee where one (1) accrued day off is to be taken.
 - (b) two (2) weeks notice is given to the employee where two (2) or more accrued days off are to be taken consecutively.
- 23.3 Accrued days off can be taken at any time where agreed to by the Employer and employee.
- 23.4 Accrued days off may be cashed out in accordance with Clause 17 of this Agreement.

23.5 Unless the parties agree otherwise, accrued days off will continue to be paid in accordance with the arrangements which currently apply:

(a) Average of Last Two Pays Method

- (i) The same method used for calculating the shift penalties in lieu of the annual leave loading for shift workers. The average of penalties paid in the two pays periods prior to the employee actually taking an accrued day off are calculated and the employee is paid the ordinary time rate plus the average penalty amount.
- (ii) This method applies at Fremantle Hospital, Royal Perth Hospital, Osborne Park Hospital, Swan Health Service, Princess Margaret Hospital for Children.

(b) Paid as Earned Method

- (i) Penalties are paid on actual hours worked. For example in the case of a full time employee who works an 8 hour shift, the employee is paid 8 hours of shift penalty loading plus the ordinary time rate for 7.6 hours with the balance of time actually worked (0.4 hours) being credited toward an accrued day off. When an accrued day off is taken, payment is made at the ordinary time rate because the shift penalty loading has already been paid.
- (ii) This method applies at Hospitals other than those cited in subclause 23.5(a)(ii) of this clause.

23.6 The parties may agree to the application of one uniform method of payment for accrued days off during the life of this Agreement.

24. TRAINING AND STUDY LEAVE

24.1 Employer Provided Training

- (a) Employees required by the Employer to undertake formal training relevant to their occupation will be provided with such training at the Employers expense and such training will ordinarily occur during rostered working hours.
- (b) Where required formal training is only available outside rostered working hours, employees shall be provided with required breaks and time off in lieu.
- (c) Employees undertaking training outside their rostered working hours or away from their normal place of work shall be paid for travel time at the appropriate rate and be reimbursed travel costs.

- (d) Nothing in this agreement requires an Employer to provide formal training to an employee.

24.2 Study Leave

(a) Conditions for Granting Time Off

- (1) An employee may be granted time off with pay for part-time study purposes at the discretion of the Employer.
- (2) Part-time employees are entitled to study leave on the same basis as full time employees.
- (3) Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken.
- (4) External students, who are obliged to attend educational institutions for compulsory sessions during vacation periods, may be granted time off with pay including travelling time up to the maximum annual amount allowed to an employee in the metropolitan area.
- (5) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.
- (6) In every case the approval of time off to attend lectures and tutorials will be subject to:
 - (i) Health Service convenience provided that Health Service inconvenience can not be claimed because it is necessary to replace the employee by utilising increased hours for part time staff, short term contract staff, or casual relief staff. Budgetary constraints should not factor into Health Service convenience.
 - (ii) the course being undertaken on a part-time basis;
 - (iii) employees undertaking an acceptable formal study load in their own time;
 - (iv) employees making satisfactory progress with their studies;

- (v) the course being relevant to the employee's career in the Health Service and being of value to the Employer; and
 - (vi) the course furthering the career of the employee.
- (b)
- (1) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition, with at least half of the total formal study commitment being undertaken in the employee's own time, except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended part-time year or stage, and this does not entail five hours formal study.
 - (2) In cases where employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
 - (3) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the employee's normal place of work.
 - (4) An employee shall not be granted more than 5 hours time off with pay per week except in exceptional circumstances, where the Employer may decide otherwise.
 - (5) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.
- (c) Approved Courses
- (1) Two year full-time Certificate courses and Diploma courses provided by a registered vocational education and training institutions.
 - (2) Secondary courses leading to the Tertiary Entrance Examination or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.
 - (3) First degree or Associate Diploma courses at a post-secondary education institution.
 - (4) Courses recognised by the National Authority for the Accreditation of Translators and interpreters (NAATI) in a language relevant to the needs of the Public Sector.

25. PARENTAL LEAVE

25.1 Definitions

For the purpose of this clause:

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

25.2 Basic entitlement

- (a) Employees are entitled to 52 weeks parental leave in relation to the birth or adoption of their child.
- (b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
 - (i) an unbroken period of one week at the time of the birth of the child;
 - (ii) an unbroken period of up to three weeks at the time of adoption / placement of the child; or
 - (iii) where the Employer agrees.
- (c) In order to demonstrate to the Employer that, subject to paragraph (b), only one parent will be off on parental leave at a time an employee shall, when applying for parental leave, provide the Employer with a statutory declaration stating particulars of any period of parental leave sought or taken by his or her partner.
- (d) Except as provided by clause 25.15, parental leave is unpaid.

25.3 Birth of a child

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

- (ii) written notification of the date on which she proposes to commence parental leave, and the period of leave to be taken.
- (b) Subject to subclause 25.3(c) and unless agreed otherwise between Employer and employee, a pregnant employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- (c) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an Employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (d) Where the pregnancy of an employee terminates after 27 weeks and the employee has not commenced parental leave, the employee may take unpaid leave (to be known as special parental leave) for such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the delivery, an employee shall be entitled to access paid sick leave to which she is entitled, in lieu of, or in addition to, special parental leave.
- (e) Where leave is granted under subclause 25.3(d), during the period of leave an employee may return to work at any time, as agreed between the Employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- (f) Where the pregnancy of an employee then on parental leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the Employer which shall not exceed four weeks from the date of notice in writing by the employee to the Employer that she desires to resume work.
- (g) Where an employee then on parental leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special parental leave) as a registered medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special parental leave and parental leave shall not exceed twelve months.

25.4 Adoption of a child

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

to providing such notice where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

- (b) The Employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (c) The Employer shall grant an employee who is seeking to adopt a child such unpaid leave as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the Employer may require the employee to take such leave in lieu of unpaid leave.
- (d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from the date of notification for the employee's return to work.

25.5 Partner leave

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

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

25.6 Variation of notice period

Notwithstanding the requirement to give at least 10 weeks notice of the date of commencement of parental leave, such notice may be for a greater or lesser period, where it is necessary to vary the date of commencement of parental leave due to a variation in the actual date of arrival of the child. Such variation does not count as a variation for the purposes of clause 25.7 of this clause.

25.7 Variation of period of parental leave

Unless agreed otherwise between the Employer and employee, an employee may apply to their Employer to change the period of parental leave on one

occasion. Any such change shall be notified at least four weeks prior to the commencement of the changed arrangements.

25.8 Parental leave and other entitlements

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

25.9 Transfer to a safe job

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

25.10 Entitlement to Part-Time employment

- (a) Where:
 - (i) an employee is pregnant, and has a doctors certificate advising that it would be preferable on clinical grounds for the employee to work part-time; or
 - (ii) an employee is eligible for parental leave, and the Employer agrees;

the employee may enter into an agreement, the terms of which are to be in writing, to work part-time in one or more periods at any time up to the child's third birthday or until the third anniversary of the placement of the child.

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

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

- (a) An employee will notify of their intention to return to work after a period of parental leave or part-time work entered into in accordance with this clause at least four weeks prior to the expiration of the leave or part-time work.
- (b) An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 25.9, the employee will be entitled to return to the position they held immediately before such transfer. An employee who entered into part-time work in accordance with clause 25.10 will be entitled to return to his or her former position.
- (c) When such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

25.12 Replacement employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

25.13 Continuity of Service

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

- (a) Absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the Award or this Agreement.
- (b) Commencement of part-time employment in accordance with this clause, and return from part time to full time work under this clause, shall not break the continuity of service or employment.

25.14 Casual employment during parental leave.

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

- (b) An employee shall not be engaged by the Employer as a casual employee whilst the employee is on a period of paid parental leave, or a period of accrued annual or long service leave taken concurrently with a period of unpaid parental leave.
- (c) An employee engaged for casual work pursuant to this subclause shall be employed at a level commensurate to the level of the available casual position.

25.15 Paid parental leave will be granted to employees subject to the following.

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

- (b) Definitions

For the purposes of this subclause:

- (i) "Continuous service" means service under an unbroken contract of employment and includes:
 - (1) any period of leave taken in accordance with this clause;
 - (2) any period of part time employment worked in accordance with the Award or this Agreement; and
 - (3) any period of leave or absence authorised by the Employer, the Award or this Agreement.
- (c) Only one period of paid parental leave is available for each birth or adoption.
- (d) Contract employees' paid parental leave cannot continue beyond the expiry date of their contract.
- (e) Paid parental leave taken in accordance with paragraph 25.15(a) will form part of the 52 weeks parental leave entitlement provided by this clause.

- (f) (i) Paid parental leave will be paid at ordinary rates and will not include the payment of any form of allowance or penalty payment.
- (f) (ii) Notwithstanding paragraph 25.15(a), parental leave may be paid either before or after any other paid leave taken during a period of parental leave
- (g) Absence on paid parental leave counts as service for the purpose of accruing entitlements to sick leave, annual leave or long service leave.
- (h) The Employer may request evidence of primary care giver status.
- (i) Part time employees whose ordinary working hours have been subject to variations during the preceding 12 months may elect to average these hours for the purposes of calculating payment for paid parental leave. Alternatively, the employee may elect to be paid their ordinary working hours at the time of commencement of paid parental leave.
- (j) Subject to the provisions of this subclause, all other provisions of this clause apply to employees on paid parental leave.
- (k) The parties agree to meet to discuss the implications for this Agreement should the Federal Government introduce a universal paid parental leave scheme.

25.16 Replacement

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

26. LEAVE WITHOUT PAY

26.1 Subject to the provisions of sub clause 26.2, the Employer may grant an employee leave without pay for any period and is responsible for that employee on his/her return.

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

- (a) The work of the department is not inconvenienced; and
- (b) All other leave credits of the employee are exhausted.

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

26.4 Leave Without Pay for Full Time Study

- (a) The Employer may grant an employee leave without pay to undertake full time study, subject to a yearly review of satisfactory performance.
- (b) Leave without pay for this purpose shall not count as qualifying service for leave purposes.

26.5 Leave Without Pay for Australian Institute of Sport Scholarships

Subject to the provisions of sub clause 26.5, the Employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay.

27. STERILISATION TECHNICIANS

27.1 “Trainee Sterilisation Technician” means an employee who is undertaking a course of study leading to attainment of a Certificate III in Health Service Assistance (Sterilisation Services) and gaining on the job experience in a sterilisation unit in order to obtain employment as a Sterilisation Technician.

27.2 “Sterilisation Technician” means an employee who has attained a Certificate III in Health Service Assistance (Sterilisation Services) and has a minimum of 2 years relevant experience working in a sterilisation unit.

27.3 “Advanced Sterilisation Technician” means a Sterilisation Technician who has advanced level competencies and undertakes complex specialised sterilisation duties.

27.4 Trainee Sterilisation Technicians will be employed for the purposes of satisfactorily completing, within the requisite period, an approved course of study leading to attainment of a Certificate III in Health Service Assistance (Sterilisation Services).

27.5 The rate of pay of a Trainee Sterilisation Technician is 87% of the rate of pay of a Sterilisation Technician.

	Weekly Rate Payable on and from 1 August 2004	Weekly Rate Payable on and from 1 August 2005	Weekly Rate Payable on and from 1 August 2006
87% of Level 11, 3 rd Service Increment	\$613.39	\$638.28	\$663.16

27.6 The classification of a Sterilisation Technician is Level 11. The rate of pay is the 3rd Service Increment.

	Weekly Rate Payable on and from 1 August 2004	Weekly Rate Payable on and from 1 August 2005	Weekly Rate Payable on and from 1 August 2006
Level 11, 3 rd Service Increment	\$705.05	\$733.65	\$762.25

27.7 The classification of a Advanced Sterilisation Technician is Level 13. The rate of pay is the 3rd Service Increment.

	Weekly Rate Payable on and from 1 August 2004	Weekly Rate Payable on and from 1 August 2005	Weekly Rate Payable on and from 1 August 2006
Level 13 3 rd Service Increment	\$755.84	\$784.44	\$813.04

27.8 No form of disability allowances are paid to Trainee Sterilisation Technicians, Sterilisation Technicians or Advanced Sterilisation Technicians.

27.9 An employee who is a permanent employee in another classification, who is appointed as a Trainee Sterilisation Technician, shall be entitled to return to employment in that previous classification if the employee does not successfully complete the requisite training.

27.10 Classification transition arrangements

- (a) The classifications of all Sterilisation Technicians shall be reviewed within 3 months of the date of registration of this Agreement.
- (b) A Sterilisation Technician who is reclassified as an Advanced Sterilisation Technician as a result of this review shall be deemed to have been so classified from 1 August 2004.
- (c) An employee who was classified as a Sterilisation Technician Grade 1 under Western Australian Government Health Services (ALHMMWU) Agreement 2002 shall be classified as a Sterilisation Technician provided that the rate of pay of such an employee shall be 95% of the rate of pay of a Sterilisation Technician.

	Weekly Rate Payable on and from 1 August 2004	Weekly Rate Payable on and from 1 August 2005	Weekly Rate Payable on and from 1 August 2006
95% of Level 11, 3 rd Service Increment	\$669.80	\$696.97	\$724.14

- (d) An employee who was classified as a Sterilisation Assistant under the Western Australian Government Health Services (ALHMWU) Agreement 2002 will be classified as a Trainee Sterilisation Technician.

28. CLASSIFICATION REVIEW

- 28.1 Subject to clause 28.2, the classification review process agreed between the parties pursuant to the Western Australian Government Health Services (Australian Liquor, Hospitality and Miscellaneous' Workers Union) Agreement 2002, shall continue to apply during the life of this Agreement.
- 28.2 The parties may at any time agree to replace the re-classification process provided that the agreement between the parties shall be set out in writing and signed by both parties. The parties agree to be bound by the agreement as recorded in the document. The document will then be binding and enforceable between the parties.

29. INTRODUCTION OF CHANGE

- 29.1 Notification of Change to the Employees and the Union
- (a) The Employer shall notify the employees and the Union where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on the employees.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or the lessening of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs.
- 29.2 Discussions between Employers and employees regarding introduction of change.
- (a) Discussion between the Employer, the employees affected, and the Union will commence as soon as possible after a firm decision has

been made by the Employer to make the changes referred to in subclause (1) above.

- (b) Such discussions will include: the effects the changes are likely to have on employees and measures to reduce the adverse effects of such changes; and
- (c) The Employer will give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (d) For the purposes of such discussion, the Employer will provide to the employees concerned and the Union, all relevant information about the changes.

29.3 The Employer will not be required to disclose confidential information, which would be inconsistent with the provisions of the Freedom of Information Act.

30. DISPUTE SETTLEMENT PROCEDURE

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

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

30.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days. An employee may be accompanied by a Union representative.

30.4 If the dispute is still not resolved, it may be referred by the employee/s or Union representative to the Chief Executive Officer or his/her nominee.

30.5 Where the dispute cannot be resolved within five (5) working days of the employee/s or the Union representatives' referral of the dispute to the Chief Executive Officer or his/her nominee, either party may refer the matter to the Commission for conciliation and/or arbitration as required.

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

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

30.8 Notwithstanding the above the Union may raise matters directly with representatives of the Employer. In each case the Union and the Employer

shall endeavour to reach agreement. If no agreement is reached either party may refer the dispute to the Commission for conciliation and/or arbitration.

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

30.10 Disciplinary Procedure

Where the Employer Representative seeks to discipline an employee, or terminate the employment of an employee, other than pursuant to Clause 11 of this Agreement, the following steps shall be observed:

- (a) In the event that an employee commits a misdemeanour, the employee's immediate supervisor or any other officer so authorised, may exercise the Employer's rights to reprimand the employee so that the employee understands the nature and implications of his/her conduct.
- (b) The first two reprimands shall take the form of warnings, and if given verbally, shall be confirmed in writing to the employee as soon as practicable after the giving of the reprimand.
- (c) Should it be necessary, for any reason, to reprimand an employee three times in a period not exceeding twelve months continuous service, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with the Award.
- (d) The above procedure is meant to preserve the rights of the individual employee, but it shall not in any way limit the right of the Employer Representative to summarily dismiss an employee for misconduct.

31. DISPUTES RELATING TO REDUNDANCY AND REDUNDANCY TYPE SITUATIONS

31.1 Where an employee and/or the Union believes a decision about a redeployment or redundancy matter has been improperly, unfairly or harshly made, the employee and/or the Union may notify the Employer that the decision is in dispute.

31.2 The notification of dispute must be made to the Employer within fourteen days of the employee's receipt of the Employer's written advice of the decision. The notification of dispute must also specify the nature and effect of the decision and why it is said to be improper, unfair or harsh.

31.3 Upon receipt of the notification of dispute the Employer shall, within fourteen days, confer with the employee and/or the Union with a view toward resolving the dispute.

- 31.4 Should the dispute remain unresolved following the discussions referred to in sub clause (3) the Employer, the employee and/or the Union may refer the matter to a Dispute Panel constituted in accordance with this clause.
- 31.5 Referral to a Dispute Panel shall be through a written request to the Registrar of the Australian Industrial Relations Commission, which shall include the detail specified in sub clause (2).
- 31.6 Where a matter has been referred to a Dispute Panel under this clause, the decision of the Employer shall stand except that there shall not be a reduction of remuneration of the affected employee until the Dispute Panel has determined the matter.
- 31.7 A Dispute Panel for the purpose of this clause, shall be constituted by a representative designated by the Employer and a representative designated by the Union or the employee and an Independent Chairperson agreed between the parties (provided that in the absence of such agreement the Independent Chairperson shall be designated by the Australian Industrial Relations Commission).
- 31.8 The Dispute Panel shall determine a just resolution to the dispute having regard to the particular circumstances and what is fair and reasonable.
- 31.9 Where a dispute has been referred to a Dispute Panel constituted under this clause, the Dispute Panel shall consider the dispute as soon as practicable.
- 31.10 A decision from a Dispute Panel constituted under this clause shall be final and binding on the parties to this agreement.

32. NO FURTHER CLAIMS

Except where specifically provided for in this Agreement, it is a condition of this Agreement that the parties will not make any further claims with respect to any matter related to wages and working conditions contained in this Agreement

33. CLASSIFICATIONS

<u>Hospital Worker Level 1/2</u>	<u>Old Level</u>
Carpark Attendant	1
Cleaner	1
Domestic	1
Food Service Attendant	1
Gardener (Other)	1
Kitchen Attendant	1
Laboratory Attendant (Grade 1)	1
Laundry Worker	1
Orderly (Other)	1
Orderly/Cleaner (Perth Dental Hospital)	1
Animal House Attendant (Grade 1)	2

Cafeteria Assistant (R.P.H.)	2
Canteen Attendant (P.M.H.)	2
Dental School Orderly	2
Dry Cleaner	2
First Laundry person (Country Hospitals - where more than one employed)	2
Gardener (only one employed, PDH)	2
Gardener and Propagator (Sunset)	2
House Parent (Mt Henry, Bunbury, Albany)	2
Hygiene Orderly (no driving - RPH)	2
Machinist (other including any alterations)	2
Orderly (handling patients)	2
Senior Gardener (RPH)	2
Steward (Sunset, Swanbourne/Graylands)	2
Theatre Assistant (1st year R.P.H.)	2
Ward Assistant (P.M.H.)	2
Washing Machine Hands (including Hydros)	2

<u>Hospital Worker Level 3/4</u>	<u>Old Level</u>
All Purpose Orderly	3
Birth Suite & Theatre Orderly (KEMH)	3
Call Room Orderly (KEMH)	3
Call Room Orderly (RPH, PMH, Fremantle and SCGH)	3
CSSD Assistant (1st year)	3
CSSD Orderly (RPH 1st year)	3
Farm Assistant (Whitby Falls, Quo Vadis)	3
Gardener and Propagator (M.H.S.)	3
Gardener Herbicides (M.H.S.)	3
Handyperson	3
Hydrotherapy Attendant (1st year)	3
Machinist (who cuts and fits)	3
Menu Assistants	3
Shaving Orderly (RPH, Fremantle)	3
Theatre Assistant (Thereafter - RPH)	3
Theatre Orderly (1st year RPH, SCGH, Osborne Park Hospital and Bicton Annexe)	3
Theatre Orderly (Fremantle Hospital, Princess Margaret Hospital, King Edward Memorial Hospital and Perth Dental Hospital)	3
Animal House Attendant (Grade 2)	4
Cook (other)	4
CSSD Assistant (Thereafter)	4
CSSD Orderly (Thereafter - RPH)	4
Dry Cleaner (Swanbourne, Graylands)	4
Hydrotherapy Attendant (Thereafter)	4
Hygiene Orderly (Driving - RPH)	4
Laboratory Attendant (Grade 2)	4
Patent Care Assistant	
Theatre Orderly (Thereafter - RPH, SCGH, Osborne Park and Bicton Annexe)	4

Hospital Worker Level 5

Assistant Dining Room Supervisor (RPH)
Central Linen Room Supervisor (RPH)
Cook (only one employed)
Deputy Head Orderly (other Hospitals)
Domestic Supervisor (Pyrton)
Driver (less than 3 tonnes)
Head Gardener (Sunset, Manjimup and Narrogin)
Linen Room Supervisor (Heathcote and Lemnos)
Linen Services Supervisor (Fremantle and KEMH)
Linen Supervisor (Perth Dental Hospital)
Machinist Supervising Patients (Mental Health)
Machinist Supervisor (Pyrton)
Programme Assistants Alcohol and Drug Authority
Storeperson (Grade 1)
Trainee Food Supervisor (RPH)

Hospital Worker Level 6

Bus Driver (less than 25 passengers)
Driver (over 3 tonnes)
Storeperson (Grade 2)
Hairdresser

Hospital Worker Level 7

Bus Driver (over 25 Passengers)
Second Cook (other Hospitals)
Storeperson (Grade 3)
Transport Officer (RPH)

Hospital Worker Level 8

Assistant Supervisor Cleaning
Services (Swanbourne/Graylands)
Cafeteria Supervisor (PMH)
Canteen Supervisor (PMH)
Carpenter (Fremantle, Mental Health)
Cleaning Services Supervisor (KEMH)
Deputy Head Orderly (Major Metropolitan Hospitals)
Head Gardener (Kalgoorlie, Bunbury and Geraldton)
Head Orderly (Perth Dental Hospital)
Horticulturist
Laundry Supervisor (Geraldton)
Laundry Supervisor (PMH)
Pantry Supervisor (KEMH)
Projectionist

Hospital Worker Level 9

Assistant Housekeeper (Fremantle)
Bootmaker
Butcher, where appointed as such

Cafeteria Supervisor (RPH)
Cleaning Services Supervisor (Heathcote, Lemnos, Pyrton)
Deputy Head Orderly (SCGH)
Dining Room Supervisor (PMH, KEMH and RPH)
First Butcher
First Cook (other Hospitals)
Head Orderly (Mt Henry)
Housekeeper (Country Hospitals - under 20 beds)
Head Gardener (PMH, Fremantle, SCGH and KEMH)
Rehabilitation Assistants (ADA)
Second Cook (RPH, SCGH, Fremantle PMH, KEMH and Graylands)
Senior Food Service Attendant (Hospitals with less than 100 beds)

Hospital Worker Level 10

Assistant Housekeeper (SCGH)
Cleaning Services Supervisor (Port Hedland)
Head Orderly (KEMH)
Housekeeper (Mt Henry and Pyrton)
Housekeeper (Country Hospitals - 20 beds and over)
Laundry Supervisor (Narrogin)
Senior Food Service Attendant (Hospitals with 100 or more beds)
Tradesperson Cook

Hospital Worker Level 11

Chef (other Hospitals)
Head Orderly (PMH, Fremantle, Sunset and RPRH)
Housekeeper (Olive Jones Nurses' Home)
Housekeeper (Fremantle Hospital)
Linen Room and Despatch Supervisor (Swanbourne/Graylands)
Linen Services Supervisor (PMH)
Linen Supervisor (SCGH)
Sterilisation Technician

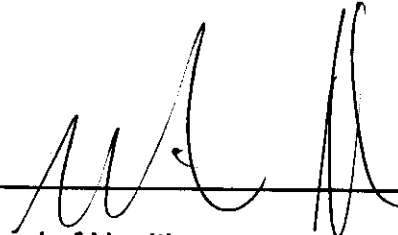
Hospital Worker Level 12

Chef (RPH and MHS)

Hospital Worker Level 13

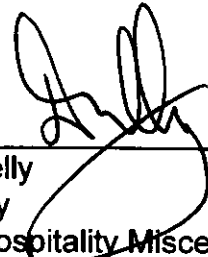
Head Orderly (SCGH)
Orderly and Transport Services Co-ordinator
Advanced Sterilisation Technician

34. SIGNATORIES TO THE AGREEMENT



Mike Daube
Director General of Health

10 / 10 / 04
Date



David Kelly
Secretary
Liquor Hospitality Miscellaneous Union

11 / 10 / 04
Date