

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES THE DIRECTOR GENERAL, DEPARTMENT OF HEALTH
APPLICANT

-v-

HOSPITAL SALARIED OFFICERS ASSOCIATION OF WESTERN
 AUSTRALIA (UNION OF WORKERS)

RESPONDENT

CORAM COMMISSIONER A R BEECH
DELIVERED THURSDAY, 24 JANUARY 2002
FILE NO PSA AG 1 OF 2002
CITATION NO. 2002 WAIRC 04700

Result Agreement registered.

Representation

Applicant Mr M. Taylor

Respondent Ms C. Thomas

Order

HAVING HEARD Mr M. Taylor on behalf of the applicant and Ms C. Thomas on behalf of the respondent, the Commission, pursuant to the powers conferred on it under the *Industrial Relations Act 1979* and by consent, hereby orders –

THAT the *Hospital Salaried Officers Metropolitan Health Services Enterprise Agreement 2001* as filed in the Commission on 3 January 2002 be registered on and from 24 January 2002 and that the *Hospital Salaried Officers Metropolitan Health Services Enterprise Agreement 2000* (PSA AG 3 of 2001) be cancelled.

(Sgd.) A.R. BEECH

COMMISSIONER A R BEECH

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1. - TITLE

This Agreement shall be titled the Hospital Salaried Officers Metropolitan Health Services Enterprise Agreement 2001.

2. - ARRANGEMENT

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ATTACHMENT 1: Award Amendments

3. - PURPOSE OF AGREEMENT

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

4. - APPLICATION AND PARTIES BOUND

- (1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (“HSOA”), the Employees covered by the Hospital Salaried Officer’s Award No. 39 of 1968 and employed by the Minister for Health in his incorporated capacity as the Hospitals formerly comprised in the Metropolitan Health Service Board under s.7 of the Hospitals and Health Services Act 1927 (WA), and the Minister for Health in that incorporated capacity; to be referred to for the purposes of this agreement variously as “the employer” and/or “the Metropolitan Health Services” (“MHS”).
- (2) The estimated number of employees bound by this Agreement at the time of registration is 5,700
- (3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter sometimes referred to as “the Award”) and shall replace the provisions of that Award where expressly stated herein. Unless stated otherwise, wherever there is an inconsistency between this agreement and the Award, this agreement shall take precedence.
- (4) This agreement cancels and replaces the Hospital Salaried Officers Metropolitan Health Services Enterprise Agreement 2000 (PSAAG 3 of 2001).

5. - TERM OF AGREEMENT

- (1) This Agreement shall operate from the date of its registration until its expiry on 18 January 2004 provided that:
 - (a) Clause 42 Salaries applies from the first pay period commencing on or after 19 July 2001;
 - (b) The provisions of Clause 18. - Parental Leave, apply to parental leave commenced on or after 19 July 2001 or commenced but not completed prior to 19 July 2001; and
 - (c) Clauses 16(5), and 21, apply from the first pay period commencing on or after 1 November 2001.
 - (d) Clauses 10, and 22, apply from the first pay period commencing on or after 1 December 2001.
- (2) The parties to this Agreement agree to open negotiations for a new agreement, at the least, no later than six months prior to the expiry of this Agreement.

6. - NO EXTRA CLAIMS / RIGHTS RESERVED

- (1) Subject to the terms of this Agreement and subclause (2) of this clause, for the life of this Agreement the HSOA shall make no further claims on the employer.
- (2) Rights Reserved
 - (a) During the life of this agreement rights are reserved to either party to pursue the following matters either by agreement, arbitration and/or award amendment, and where appropriate to amend this agreement to reflect any agreed or arbitrated outcomes:
 - (i) individual or collective reclassification claims, including claims for new classification structures;
 - (ii) the rates of pay for specified callings including the classification structure for such callings;
 - (iii) a claim or claims for employees classified at level 2 for a competency based allowance to level 3.1;
 - (iv) for the parties to amend this agreement pursuant to Clause 9 Hours, subclause (1)(a)(ii) to implement an agreed hours arrangement that would otherwise be outside parameters set out in the Hours Clause of this agreement;
 - (v) arbitration of the amount/rate of the medical terminology allowance;
 - (vi) should the parties not be able to reach agreement in regard to the establishment of an agreed classification review process as provided in Clause 32 – Classification Review Process, rights are reserved to refer the matter to the Arbitrator pursuant to the provisions of this subclause;
 - (vii) to seek indexation by arbitration of the North West Child Allowance in Clause 31 of the Award;
 - (viii) to insert a clause into either this agreement or the Award to prescribe the rate of employer contributions to the West State Superannuation Scheme, in the event that a “Whole of Government” change is made to facilitate payment at a higher rate than currently applies.
 - (ix) to update and amend the North West travel allowance provisions in the Award and/or to include such provisions in the North west annual leave travel provision of relevant agreements; and/or
 - (x) to insert into the agreement and/or the Award, by agreement or by arbitration, a traineeships clause to facilitate the operation of an accredited training scheme or schemes.
 - (b) Nothing in this clause shall be read as preventing the HSOA from taking any dispute in regard to the application of the redundancy and redeployment conditions to the Commission or the Arbitrator as the case may be.

7. - MODES OF EMPLOYMENT

- (1) The HSOA acknowledges that the employer may employ employees on the arrangements that are most appropriate in the circumstances.

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

- (2) Notwithstanding Subclause (1) of this Clause, the employer undertakes to employ employees on a permanent basis whenever possible.

8. - RATES OF PAY AND THEIR ADJUSTMENT

- (1) This Agreement provides for the following salary increases:

- (a) a 3% salary increase with effect from the first pay period commencing on or after 19 July 2001;
- (b) a 2.8% salary increase with effect from the first pay period commencing on or after 1 November 2001;
- (c) a 3% salary increase with effect from the first pay period commencing on or after 19 July 2002; and
- (d) a 2% salary increase with effect from the first pay period commencing on or after 19 July 2003

- (2) The rates are as shown in Clause 42. - Salaries, of this Agreement, provided that, except in regard to the minimum rates of salaries to be paid, subclause (1) of Clause 9. – Salaries, of the Award continues to apply.

9. - HOURS

This Clause replaces Clause 13 'Hours' of the Hospital Salaried Officers Award No. 39 of 1968.

Hours – Generally

- (1) (a) Ordinary hours may be worked by an arrangement provided for in this subclause, or by such other flexible work arrangements as are agreed between the employer and the employees concerned provided the arrangement is either:
- (i) consistent with the arrangements and parameters for ordinary hours prescribed in this clause; or
 - (ii) shall, where the proposed arrangement of hours of work fall outside the parameters set out in this clause, be subject to ratification by the Western Australian Industrial Relations Commission and not be implemented until so ratified.
- (b) The ordinary full time hours of work shall be an average of thirty eight per week which will usually consist of 5 working days of 7 hours and 36 minutes.

- (c) For employees other than shift workers the spread of ordinary hours shall be worked between 6.00 am and 6.00 pm Monday to Friday inclusive.
- (d) Standard ordinary hours shall be up to 7 hours 36 minutes per day, and 38 hours per week.
- (e) Subject to meal breaks and Subclause (2)(a) of this Clause, prescribed hours are to be worked in one continuous period. Accordingly, there will be no split shifts other than where a hospital or health service and an employee entered into an alternative arrangement involving discontinuous shifts prior to 1 December 1998, that arrangement may continue under this agreement until such time as the employee concerned moves from the position or ceases to work such an arrangement..
- (f) The provisions of this clause do not prevent an employer from reviewing the hours of work in a work area in order to better meet service and operational requirements or from introducing changed hours arrangements as a result of such review.
- (g) Where a definite decision has been made to significantly alter the hours arrangements of employees, whether by initiative of the employer or of employees, the employer shall, in accordance with the 'Introduction of Change' Clause of the Award, discuss this with the employees who may be affected and advise the HSOA.
- (h) Definitions

For the purposes of this clause:

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

(2) Meal breaks

The provisions of this subclause apply generally.

- (a) Meal breaks shall be of not less than 30 minutes nor more than 60 minutes provided that, with the agreement of the employer, flexitime off may be taken in conjunction with a meal break in which case the meal break shall not be more than three hours, provided further that an employee may not be directed to take flexitime off in conjunction with a meal break.
- (b) Meal breaks do not count as hours worked.
- (c) Subject to paragraph (e), the lunch break shall be taken between 11.00 am and 2.30 pm.
- (d) Subject to paragraphs (c) and (e) of this subclause, employees shall not be required to work more than five hours continuously without a meal break, provided that

employees working an 11 or 12 hour shift arrangement may not be required to work more than six hours without a meal break.

- (e) (i) Where an employee is not able to take a meal break of 30 minutes as a result of a direction of their employer, the employee shall be paid one half hour at the relevant overtime rate in lieu of a meal break.
- (ii) Where an employee is directed to be on-call during their meal break the employee shall be paid one half hour at ordinary rates. This payment shall be in lieu of the payment prescribed in placitum (i) of this Subclause or any other on-call payment.

An employee who is directed to be on call during their meal break may be directed to remain on the employer's premises.

- (iii) Where agreed between the employer and the HSOA, a payment as prescribed in either or both placitum (i) and/or (ii) of this paragraph may be commuted and take the form of an agreed regular, averaged payment, which on balance is not less than what would otherwise be paid under placitum (i) and (ii) of this paragraph.
- (iv) The allowances payable under placitum (ii) and (iii) of this paragraph are in lieu of payment of overtime worked during the meal break.

(3) Medical Imaging Technologists

- (a) This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.
- (b) Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis. Calculations for flexi-time, a 9 day fortnight or a 19 day month will be calculated accordingly.

Flexible Work Arrangements

(4) Principles and commitment to flexible working hours arrangements.

- (a) The parties to this Agreement support the adoption of flexible working hours arrangements with a view to improving the operational efficiency and effectiveness of the health service and making the health service a better and more attractive employer.
- (b) The purpose of this Clause is to provide a framework within which agreed hours arrangements may be worked and changes to hours arrangements necessitated by service requirements may be made.

(5) Implementation of flexible working hours

- (a) The provisions of this clause are to be applied on the basis that while service delivery requirements have primacy, hours arrangements are to be applied equitably so that as far as is practicable and reasonable both service requirements and, employee needs are facilitated.

- (b) Subject to the provisions of this clause, the employees and employer may agree to review the current roster patterns for employees in a work area with a view to where practicable allowing employees to work flexible hours and provide the health service with staffing arrangements that facilitate operational efficiency and effectiveness.
- (c) The hours arrangements are to be agreed between the employees concerned and the line manager and are to be structured in such a way that they take into account operational requirements of the health service, the employee's family, community, and personal responsibilities, and minimum staffing requirements.
- (d) The operation of a flexible working hours system can include, but shall not be limited to, any method or mix of flexible work arrangement available under this agreement including: a 9 day fortnight, 19 day month, flexitime, modified standard hours, shifts of up to 12 hours or an appropriate mix of arrangements.
- (e) Where it is unsuitable or impracticable for one particular hours arrangement to be applied to everyone in a work area or department, arrangements may be made to enable the aspirations of the work area for flexible work arrangements to be met using a variety of hours arrangements rather than a single arrangement.

(6) Shifts of up to 12 Hours

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

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

(7) Flexitime and Flexible Work Arrangements

- (a) The arrangement may include a mixture of rostered and flexibly taken time off. The terms "flexitime off" and "flexi-leave" may be used interchangeably in this clause.
- (b) Subject to the constraints of the agreed work arrangement and any associated roster, and the constraints of this agreement in regard to ordinary hours and meal breaks,

employees may select their own starting and finishing times with the approval of the line manager.

- (c) The arrangements may include core periods when attendance at work is required.
- (d) Subject to Subclause (6), a maximum of 10 ordinary hours may be worked in any one day.
- (e) Settlement Period
 - (i) The average ordinary hours of duty shall cover a rolling settlement period of four weeks.
 - (ii) The settlement period shall commence at the beginning of a pay period.
 - (iii) Subject to the following, a minimum of 144 hours, less rostered and or flexi-time off, and a maximum of 168 ordinary hours may be worked in any flexi period.
- (f) Credit Hours
 - (i) Credit hours, which are hours in excess of the 152 hours per four weeks, up to a maximum of 16 may be accrued and carried forward.
 - (ii) Credit hours in excess of 16 hours shall be lost, provided that where the employer directs an employee to work additional hours such additional hours will be deemed authorised overtime and paid accordingly.
 - (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.
 - (iv) Agreement to clear credit hours will not be unreasonably withheld.
- (g) Debit Hours
 - (i) Debit hours, which are hours below the 152 hours per four weeks, to a maximum of 8 hours may be accrued and carried forward.
 - (ii) Where an employee's debit hours exceed 8 hours, the employer may debit those hours in excess of 8 hours from the employee's pay as if the time was leave without pay; or the employee may be required to work additional hours at ordinary rates in order to reduce the debit to 8 hours.
 - (iii) Whether or not to allow an employee to accrue more than 8 debit hours during a settlement period is entirely at the discretion of the employer.
- (h) Nineteen day month, nine day fortnight and flexitime arrangements

A nineteen day month or a 9 day fortnight arrangement may be worked either separately or in conjunction with a flexible work arrangement.
- (8) Taking of Flexi/Rostered Time Off
 - (a) Where the arrangement includes rostered time off, the roster for such days off shall be prepared in consultation with the employees concerned and will show the days and hours of duty and rostered days off for each employee.

- (b) While the rostered day off would usually be taken within each roster cycle, however, alternative arrangements for the taking of rostered days off may be made.
 - (c) When a public holiday falls on an employee's rostered day off the employee shall be granted a day in lieu of the holiday.
 - (d) Where time off is to be taken as rostered time off the employer may only direct an employee to be rostered for a single day off at a time provided that at the option of the employee and with the agreement of the employer more or less than a single consecutive day may be rostered off.
 - (e) Where flexi-time off is to be taken employees may request any reasonable increment of time off provided that the employer may not require an employee to take less than half a day nor more than a day off at any one time.
 - (f) Except in the case of flexible starting and finishing times, reasonable notice may be required in regard to the taking of flexi-leave, provided that not more than two weeks notice may be required.
- (9) Changing Rostered and/or Agreed Time off.
- (a) Rostered and/or agreed time off may be changed by agreement at the request of the employee.
 - (b) Where a rostered day off has been rostered or agreement has been made between the employee and the employer in regard to the taking of flexi-time off, and for pressing operational reasons the employer can no longer agree to the employee taking such time off, the following shall apply:
 - (i) Where less than three days notice is given the employer will pay overtime for the day or for the period of agreed time off, as the case may be, unless the employee freely proposes that an alternative arrangement for taking the time be agreed and the employer and employee agree as to when that will be; or
 - (ii) Where more than three days notice is given, at the option of the employer, either, an alternative arrangement for the taking of the rostered time off will be agreed, or the employer may pay overtime.
 - (c) In making a decision to change rosters or withdraw agreement to the taking of flexi time off, and in addressing a request for such a change, the employer and the employees will give particular consideration to the factors listed in Subclause (5)(c) of this Clause.
- (10) Sick leave, public holidays, and annual leave
- (a) For the purposes of sick leave a day shall be credited at the rostered or nominated hours for the day of leave taken.
 - (b) An employee who is sick on a rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

- (c) An employee who is sick while on flexitime off will be re-credited their flexitime, the day will be treated as a standard day and the employee will be debited a standard days sick leave or part thereof.
- (d) For the purpose of public holidays a day shall be credited at the standard hours, or rostered ordinary hours, whichever is greater and treated as a work day for the purpose of accumulating rostered days off.
- (e) In the case of:
 - (i) a 19 day month, a four week annual leave entitlement is equivalent to 152 hours, that is, equivalent to nineteen rostered working days of 8 hours, and one rostered day off.
 - (ii) a 9 day fortnight, a four week annual leave entitlement is equivalent to 152 hours, that is, equivalent to eighteen rostered working days of 8 hours 27 minutes, and two rostered days off.
- (f) In the case of a flexitime only work arrangement, for the purpose of leave and public holidays, a day shall be credited as 7 hours 36 minutes.

(11) Overtime

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

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

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

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

(13) Individual flexible work arrangement

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

- (a) On written advice from the employee, the employer may agree to the employee working ordinary hours without shift allowances at times or on days when such allowances would otherwise apply provided that:

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

(14) Study leave

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

(15) Adjustment of termination pay

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

10. - OVERTIME — ON CALL MINIMUM BREAK & CALL IN

The provisions of this clause replace the provisions of subclause (15)(e) of clause 14. – Overtime, of the Award.

(1) Eight hour minimum break for employees on call

- (a) Where an employee who is on call performs overtime duty, they shall be provided with a continuous break of not less than eight hours immediately prior to the commencement of normal hours of duty on their next succeeding working day. In the event that such break is not provided, the employee shall be entitled to be absent from duty without loss of salary, until from the time the employee ceased to perform overtime duty the employee has been off duty for a continuous period of eight hours.
- (b) Provided that where an employee who is on call is required to return to or continue work without the break provided in paragraph (a) of this subclause, then the employee shall be paid at double the ordinary rate, or the appropriate overtime rate, which ever is higher, until released from duty, or until the employee has had eight consecutive hours off duty without loss of salary for ordinary working time occurring during such absence.
- (c) Where an employee who is on call (other than a casual employee) is called into work on a Sunday or holiday preceding an ordinary working day, the employee shall, whenever reasonably practicable, be given eight consecutive hours off duty before the employee's usual starting time on the next day. If this is not practicable then the provision of paragraph (b) of this subclause shall apply.

- (d) Provided paragraphs (a), (b) and (c) of this subclause shall not apply where an employee is recalled to work within three hours of the usual commencement time of their normal duty and they have had a continuous break of at least eight hours immediately prior to the commencement of that call back duty. In this event the provisions of subclause (4)(b) 'Three Hour Minimum call-In' shall apply.
- (2) For the purposes of this clause, an employee is on call when the employee is directed by the employer to remain at such a place as will enable the employer to readily contact the employee during the hours when he/she is not otherwise on duty. In so determining the place at which the employee shall remain, the employer may require that place to be within a specified radius from the hospital and be contactable by telephone, or by employer provided mobile phone, teletype or similar communications device.
- (3) Notwithstanding the provisions of subclauses (1) and (2) of this clause, where the employer and the HSOA agree in writing, other arrangements may be made to ensure an adequate break for employees on call. Such arrangement shall not be to the detriment of the health, safety and welfare of the employee(s) concerned and shall take into account the welfare and safety of patients requiring urgent attention.
- (4) Three hour minimum call in

The provisions of subclause (9) of clause 14. – Overtime, of the Award is replaced by this subclause

- (a) Subject to the provisions of paragraph (b) of this subclause an employee, other than one accommodated at the hospital, who is recalled to work for any purpose shall be paid a minimum of three hours at the appropriate overtime rate but the employee shall not be obliged to work for three hours if the work for which the employee was recalled is completed in less time, provided that if an employee is called out within three hours of starting work on a previous call he/she shall not be entitled to any further payment for the time worked within that period of three hours.
- (b) Where an employee, other than one accommodated at the hospital, is recalled to work for any purpose, within three hours of commencing normal duty, the employee shall be paid at the appropriate overtime rate for that period up until the commencement time of normal duty, but the employee shall not be obliged to work for the full period if the work for which he/she was recalled is completed in less time.
- (c) Where an employee is recalled to duty in accordance with paragraphs (a) or (b) of this subclause, then the payment of the appropriate overtime rate shall commence from:
- (i) In the case of an employee who is on-call, from the time he/she starts work;
- (ii) In the case of an employee who is not on-call, time spent travelling to and from the place of duty where the employee is actually recalled to perform emergency duty shall be included with actual duty performed for the purpose of overtime payment.

Provided that where an employee is recalled within three hours of commencing normal duty, only time spent in travelling to work shall be included with actual duty for the purpose of overtime payment.

- (d) An employee other than one accommodated at the hospital shall, if recalled to work:
 - (i) Except as provided in placitum (ii) of this paragraph, be provided free of charge with transport from his/her home to the hospital and return or, be paid the vehicle allowance provided in Clause 20. – Motor Vehicle Allowance, of the Award.
 - (ii) If recalled to work within three hours of commencing normal duty and the employee remains at work, he/she shall be provided free of charge with transport from his/her home to the hospital or, be paid the vehicle allowance provided in Clause 20. – Motor Vehicle Allowance, of the Award for the journey from the employees home to their place of work.

11. - PART-TIME EMPLOYEES

This Clause is to be read in conjunction with Clause 34 'Part-time Employees' of the Hospital Salaried Officers Award No. 39 of 1968.

- (1) Part-time employees shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.
- (2) The minimum duration of a shift for a part-time employee shall be 3 hours, except where agreed otherwise in writing between an employee and an employer because of the particular circumstances that apply and provided that at any time the HSOA may seek a review of any such special arrangement.
- (3) When a part-time employee classified above the 20 years of age rate as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.
- (4) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.
- (5) Part-Time Flexibility for Relief
 - (a)
 - (i) The purpose of this provision is to provide those part time employees who wish to access it with the opportunity to work additional hours by covering short-term relief requirements of the employer.
 - (ii) While relief for vacancies will normally be provided from full time relief staff, where that is not possible, opportunities for relieving vacancies will be offered on an equitable basis to available, suitably qualified part time staff.
 - (iii) Where the numbers of suitably qualified and available part time staff warrant it, they shall form a relief pool for the purposes of this subclause.
 - (b) The purpose of the relief pool is to identify a pool of available and appropriately trained employees to provide staffing relief for absences of other workers while

reducing the need for employers to resort to the use of casuals to provide adequate relief cover. It is envisaged relief under this subclause will be required for absences occasioned by matter such as:

- Brief periods of unplanned absence;
 - Sick leave;
 - Time in lieu;
 - Annual leave;
 - Long service leave.
- (c) This provision applies to part time workers only
- (d) For the purposes of this subclause, as applicable, a pool or pools of staff qualified for the work to be relieved, will be formed.
- (e) Relief will be provided for absences of both part time and full time employees.
- (f) The pool will consist of only those employees who indicate their willingness to participate in the pool and to accept the modified terms and conditions applying to its operation those terms being set out in Paragraph (g) of this subclause.
- (g) (i) Notwithstanding the provision of subclause (1)(b) of Clause 34 'Part-time Employees' of the Award, and subject to paragraphs (b), (c) and (d) of this subclause, where a part-time employee has previously indicated in writing a willingness to work extra hours and or extra shifts such employee may work up to 76 hours per fortnight at ordinary rates of pay without receiving prior notice.
- (ii) The indication given by an employee of their willingness to work extra hours may be withdrawn at any time.
- (iii) An indication by an employee of his/her willingness to work additional hours does not oblige the employee to work additional hours if they are offered by the employer, accordingly, the employee may refuse to work any additional hours offered to them and may not be required to give any reasons for so refusing. Any such refusal is without prejudice to the employee.
- (iv) The employer may not make it a condition of employment that an employee agree to make themselves available to work additional hours.
- (v) Consistent with the operation of this Agreement there will be no rostered split shifts.

12. - PUBLIC HOLIDAYS

- (1) This clause replaces subclauses (1), (2) and (3) of Clause 16. - Holidays and Annual Leave, of the Hospital Salaried Officers Award No. 39 of 1968, respectively.
- (2) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day,

Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this Subclause.

- (3) Where any of the days mentioned in subclause (2) of this clause falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday, provided that for shift workers only:
- (a) the December 25th Christmas Day Holiday will be observed on December 25th; and
 - (b) paid at the rate of double time and a half or, if the employer agrees, be paid at the rate of time and a half and day off in lieu be taken on a day mutually acceptable to the employer and the employee.
 - (c) There will be no substitute holiday for the December 25th Christmas Day Holiday for shift workers on the next succeeding Monday.
- (4) (a) When any of the days observed as a holiday in this clause fall during a period of annual leave the holiday or holidays shall be observed on the next succeeding work day or days as the case may be after completion of that annual leave.
- (b) When any of the days observed as a holiday as prescribed in this clause fall on a day when a shift worker is rostered off duty and the worker has not been required to work on that day he shall be paid as if the day was an ordinary working day or if the employer agrees be allowed to take a day's holiday in lieu of the holiday at a time mutually acceptable to the employer and the worker.
- (5) (a) Any worker, subject to paragraph (b) of this subclause, who is required to work on the day observed as a holiday as prescribed in this clause in his normal hours of labour or ordinary hours in the case of a shift worker shall be paid for the time worked at the rate of double time and a half or if the employer agrees be paid for the time worked at the rate of time and a half and in addition be allowed to observe the holiday on a day mutually acceptable to the employer and the worker.
- (b) (i) A worker who is instructed by his employer to hold himself on-call in accordance with the provisions of subclause (10) of Clause 14. – Overtime, of the Award, on a day observed as a public holiday during his normal hours of labour or his ordinary hours in the case of a shift worker shall be allowed to observe that holiday on a day mutually acceptable to the employer and the worker.
 - (ii) A worker who is holding himself on-call during the period specified in the preceding paragraph in accordance with subclause (10) of Clause 14. – Overtime, of the Award shall be paid for any time worked during the period at the rate of time and a half in accordance with the provisions of subclause (9) of Clause 14. – Overtime, of the Award.
- (c) A worker who is required to work on a public holiday outside of the hours referred to in subclause (5)(a) hereof shall be paid in accordance with subclause (2)(b) of Clause 14. – Overtime, of the Award.
- (6) Casual employees required to work on a holiday as prescribed in subclause (2) of this clause shall be paid at the ordinary casual rate for the time worked plus 50% of the ordinary rate for an equivalently classified permanent employee for the ordinary hours worked on that day.

13. - LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968.

- (1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of seven years of continuous service completed by the employee.
- (2) Notwithstanding subclause (1):
 - (a) An employee in employment with an employer respondent to the Hospital Salaried Officers Award No. 39 of 1968 at 1 April 1996, shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and during the period from 1 April 1996 up until 1 January 1999, accrue long service leave at the ten year rate.
 - (b) An employee, in employment with MHS and covered by the Hospital Salaried Officers Award No. 39 of 1968 at 1 January 1999 shall retain the proportion of long service leave accrued up to that time and shall accrue the balance in accordance with subclause (1) of this clause.
 - (c) An employee who at 1 January 1999 transfers or is redeployed from employment with an employer covered by the Hospital Salaried Officers Award to employment with MHS shall retain the proportion of long service leave accrued up to that time and shall accrue the balance in accordance with subclause (1) of this clause.
- (3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee:-
 - (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
 - (b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or
 - (c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay
 - (d) a full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.
- (4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.
- (5) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.

- (6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.
- (7) An employee who resigns or who is dismissed, shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of resignation or the date of the offence for which the employee is dismissed.
- (8) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases:-
- (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
 - (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.
 - (c) To the widow or widower of an employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his/her death.
- (9) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.
- (10) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.
- (11) Subject to the provisions of subclauses (6), (7), (8) and (12) of this clause, the service of an employee shall not be deemed to have been broken:-
- (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;
 - (b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if -
 - (i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and
 - (ii) payment pursuant to subclause (8) of this clause has not been made; or
 - (c) by any absence approved by the employer as leave whether with or without pay.

- (12) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from his/her duties with any employer party to the Award, but does not include -
- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;
 - (b) Any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave, including pro-rata long service leave, under this clause.
- (13) Portability
- (a) Where an employee was, immediately prior to being employed by MHS employed in the service of:
 - The Commonwealth of Australia
 - Any other State Government of Australia, or
 - Any Western Australian state public sector or state government employer including an employer covered by the Hospital Salaried Officers Award no 39 of 1968,

and the period between the date when the employee ceased previous employment and the date of commencing employment by MHS does not exceed one week, that employee shall be entitled to long service leave determined in the following manner:

 - (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and
 - (ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.
 - (b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with MHS.
- (14) At the request of the employee and with the agreement of the employer, an employee may be paid in lieu of taking a portion of long service leave.
- (15) Any period of service during which, or for which, an employee receives or has received payment, or any other compensation, in lieu of long service leave shall not be counted as service for the purpose of determining any future entitlement to long service leave whether under this Agreement, any

agreement replacing this Agreement, or under any relevant or future award. This provision shall survive the termination of this Agreement.

14. - SICK LEAVE

- (1) This provision replaces Subclause (7) of Clause 18 'Sick Leave' of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be:-

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

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

15. - TAKING OF ANNUAL LEAVE

This Clause shall be read as if it were Subclause (4)(a) of Clause 16 'Holidays and Annual Leave' of the Hospital Salaried Officers Award No. 39 of 1968.

- (1) (a) An employee is expected to take annual leave in the year immediately following the anniversary date upon which the leave became due.
- (b) The scheduling of annual leave should be as a result of consultation between the employer and the employee.
- (c) If the employee refuses to enter into discussions in relation to the taking of annual leave the employer may roster the employee off for a period of annual leave.
- (2) An employee, who has accumulated in excess of two year's annual leave entitlement and who has been advised accordingly by the employer, may be required to take sufficient leave prior to the next entitlement becoming due to ensure that their entitlement does not exceed two years entitlement.
- (3) An employee who fails to take the leave as specified in Subclause (2) of this Clause may have any entitlements in excess of two years paid out at the current rate of pay provided that the employee shall be required to take at least two weeks leave in any anniversary year of employment.
- (4) At the request of an employee and with the written agreement of the employer, an employee may be allowed to accumulate in excess of two years annual leave entitlement upon demonstrating an extraordinary or special reason to the Employer.

- (5) Any employee who has accrued an excessive amount of leave (i.e. in excess of two years entitlement) may be required to clear any excessive accrued leave by taking double their entitlement of accrued leave in any one year until such time as their entitlement is less than two years entitlement.
- (6) Where the employer and employee agree, an employee who has an entitlement in excess of two years may be paid out their annual leave at their current rate of pay, rather than proceeding on annual leave, provided that the employee has proceeded on two weeks leave in that anniversary year of employment.
- (7) Annual Leave Loading
- (a) Except as provided in this subclause, the loading on annual leave prescribed by subclause (13) of Clause 16. – Holidays and Annual Leave of the Hospital Salaried Officers Award No. 39 of 1968 shall not be paid to an employee for leave accrued during the period of this Agreement provided that in lieu of leave loading:
- (i) a full-time employee, other than a shift worker, shall accrue an additional three and one half (3 ½) days leave per annum;
 - (ii) part-time employees shall be entitled to this leave on a proportionate basis; and
 - (iii) neither leave loading nor leave in lieu of loading is payable to casual employees.
- (b) For the purpose of this clause one day shall equal 7.6 hours.
- (c) For the purposes of subclauses (1) to (6) of this clause, the additional leave shall be treated as annual leave.
- (d) Notwithstanding paragraph (a) of this subclause, an employee may elect in writing prior to taking leave to be paid leave loading on the period of leave in which case the leave accrued will be reduced accordingly.
- (e) At the option of the employer and subject to paragraph (h), the employer may record the loading payable on accrued untaken leave, including leave accrued prior to the commencement of this clause, as either loading or leave, and where recorded as leave shall be converted to leave on the basis described in paragraph (a) of this subclause and may be treated as such pursuant to paragraph (c) of this subclause.
- (f) An employee who is part way through an annual leave accrual year at the commencement of this agreement shall be entitled to the additional leave prescribed in paragraph (a) of this subclause at the completion of the annual leave accrual year; provided the amount of the leave shall be discounted on a proportionate basis in the event they have received annual leave with loading in advance of its accruing due.
- (g) Notwithstanding any other provisions of this clause:
- (i) at the option of the employee, annual leave in lieu of loading may be taken either separately from, or in conjunction with, a period of annual leave; and

- (ii) the employer shall not refuse an employee any reasonable request to take such leave.

(h) Shift workers

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

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

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

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

- (i) The additional leave in lieu of loading, or the loading, does not apply to proportionate leave, for incomplete years of service, paid out on termination except in the case of an employee who is retiring and is 55 years of age or over.
- (j) Notwithstanding any other provision of this clause, additional leave in lieu of loading, or the loading, shall not apply to any leave accrued during any period for which the employee was receiving payment in lieu of leave loading.

16. - LEAVE OPTIONS

- (1) Notwithstanding the terms specified elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, the leave options specified in this Clause are available to employees.
- (2) To exercise one or more of the options specified in this clause, an employee must make written application in the manner prescribed by the employer.
- (3)
 - (a) At the request of an employee an employer may agree to an arrangement (“the arrangement”) whereby the employee accrues either 1 (51/52), 2 (50/52), 3 (49/52) or 4 (48/52) weeks additional annual leave in lieu of salary of the equivalent value. Both the agreement to the arrangement and the time at which the additional leave is taken will be dependant on the operational requirements of the department where the employee works at the particular time.
 - (b) Unless otherwise agreed between the employee and the employer, an employee who enters into an arrangement under this subclause does so in blocks of 12 months. Further, it will be assumed that, an employee having entered into the arrangement, the arrangement will be continuing from year to year unless the employer is otherwise notified in writing by the employee.

- (c) For the purposes of this Subclause and without limiting the meaning of the term, “operational requirements” may include:
 - (i) The availability of suitable leave cover, if required;
 - (ii) The cost implications;
 - (iii) The impact on client/patient service requirements; and
 - (iv) The impact on the work of other employees.
 - (d) The portion of the employee’s salary to be forfeited shall be calculated as a fortnightly amount and their fortnightly salary shall be decreased by that amount for the duration of the arrangement.
 - (e) All annual leave taken during the course of the arrangement shall be paid at the reduced rate.
 - (f) The additional annual leave shall continue to accrue while the employee is on leave during the course of the arrangement.
 - (g) The reduced salary shall be used for all purposes during the course of the arrangement.
 - (h) The additional leave shall not attract leave loading.
- (4) Double the leave on half pay

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

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

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

- (a) By written agreement between the employer and employee, an employee may be paid 80% of her/his normal salary under this Agreement, and on any replacement agreement or the award upon the expiry of this Agreement, over a five-year period. The fifth year will then be taken as leave with pay with the accrued salary

annualised over the year. The fifth year will be treated as continuous service. The leave may not be accrued unless the employer agrees to accrual

- (b) In deciding whether to support a particular request for this arrangement, the employer will take into account factors such as operational requirements. To satisfy operational requirements, the number of employees allowed to work under this arrangement may be restricted at any one time and/or the timing of the arrangements may need to be staggered.
 - (c) An employee may withdraw from this arrangement in writing. She/he would then receive a lump sum equal to the accrued credit, paid at a time agreed between the employer and employee but not more than 3 months from the time of the employees withdrawal from the arrangement
 - (d) Any paid leave taken during the first four years of the arrangements will be paid at 80% of the employee's normal salary.
- (7) 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.

17. - FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This Clause replaces Clause 17 'Short Leave' of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

- (a) In this Subclause "family member" means the employee's spouse, defacto spouse, child, stepchild, parent, step-parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.
- (b) An employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to paragraph (e) of this subclause, all family leave taken is deducted from the employee's sick leave entitlement.
- (c) Family leave is not cumulative from year to year.
- (d) Medical certificate requirements are as specified for sick leave under the Award, with absences for sick leave and family leave to be jointly counted for the purposes of determining when medical certificates for either the employee or family member must be produced .
- (e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

- (a) An employee shall on the death of:
 - (i) the spouse of the employee;

- (ii) the child or step-child of the employee;
- (iii) the parent or step-parent of the employee;
- (iv) the brother, sister, step brother or step sister; or
- (v) any other person, who immediately before that person's death, lived with the employee as a member of the employee's family,

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

- (b) The 2 days need not be consecutive.
 - (c) Bereavement leave is not to be taken during any other period of leave.
 - (d) An employee who claims to be entitled to paid leave under Paragraph (a) of this Subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:
 - (i) the death that is the subject of the leave sought; and
 - (ii) the relationship of the employee to the deceased person.
 - (e) An employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employees immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.
- (3) Special Personal Leave
- (a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.
 - (b) Use of Annual Leave

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

18. - PARENTAL LEAVE

This Clause replaces Clause 18A 'Maternity Leave' of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Definitions

For the purpose of this clause:

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

(2) Basic entitlement

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

(3) Maternity leave

- (a) An employee will provide to the employer at least ten weeks in advance of the expected date of confinement:
 - (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement; and
 - (ii) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken.

- (b) Subject to subclause (c) and unless agreed otherwise between employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
 - (c) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
 - (d) Where the pregnancy of an employee terminates after 27 weeks and the employee has not commenced maternity leave, the employee may take unpaid leave (to be known as special maternity leave) for such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the delivery, an employee shall be entitled to access paid sick leave to which she is entitled, in lieu of, or in addition to, special maternity leave.
 - (e) Where leave is granted under subclause (3)(d), during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
 - (f) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.
 - (g) Where an employee then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed twelve months.
- (4) Paternity leave
- An employee will provide to the employer, at least ten weeks prior to each proposed period of paternity leave :
- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - (b) written notification of the date on which he proposes to start and finish the period of paternity leave.
- (5) Adoption leave
- (a) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

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

(6) Variation of notice period

Notwithstanding the requirement to give at least 10 weeks notice of the date of commencement of parental leave, such notice may be for a greater or lesser period, where it is necessary to vary the date of commencement of parental leave due to a variation in the actual date of arrival of the child. Such variation does not count as a variation for the purposes of subclause (7) of this clause.

(7) Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change shall be notified at least four weeks prior to the commencement of the changed arrangements.

(8) Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which the employee has accrued, such as annual leave and long service leave, subject to the total amount of leave not exceeding 52 weeks.

(9) Transfer to a safe job

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

(10) Entitlement to Part-Time employment

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

- (ii) or where an employee is eligible for parental leave, and the employer agrees;

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

- (b) The work to be performed part-time need not be the work performed by the employee in his or her former position.
- (11) Returning to work after a period of parental leave or part time work.
- (a) An employee will notify of their intention to return to work after a period of parental leave or part-time work entered into in accordance with this clause at least four weeks prior to the expiration of the leave or part-time work.
 - (b) An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to subclause (8), the employee will be entitled to return to the position they held immediately before such transfer. An employee who entered into part-time work in accordance with subclause (10) will be entitled to return to his or her former position.
 - (c) When such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- (12) Replacement employees
- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
 - (b) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (13) Notwithstanding any award, agreement or other provision to the contrary:
- (a) absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the Award or this Agreement.
 - (b) commencement of part-time employment in accordance with this clause, and return from part time to full time work under this clause, shall not break the continuity of service or employment.
- (14) Casual employment during parental leave.
- (a) Notwithstanding any other provision of this clause, an employee may be employed on a casual basis during a period of parental leave, provided that any period of such service shall not count as service for the purposes of any other provision of this agreement or of the award, and shall not break the continuity of employment of such an employee nor change the employees employment status in regard to their substantive employment.

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

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

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

For the purposes of this subclause:

 - (i) “Continuous service” means service under an unbroken contract of employment and includes
 - any period of leave taken in accordance with this Clause;
 - any period of part time employment worked in accordance with the Award or this agreement; and
 - any period of leave or absence authorised by the employer, the Award or this agreement.
 - (ii) “Recognised previous government employer” means any Commonwealth of Australia, State or Territory of Australia body or authority.
- (c) Only one period of paid parental leave is available for each birth or adoption.
- (d) Contract employees’ paid parental leave cannot continue beyond the expiry date of their contract.
- (e) Paid parental leave taken in accordance with paragraph (a) of this subclause will form part of the 52 weeks parental leave entitlement provided by this clause.
- (f)
 - (i) Paid parental leave will be paid at ordinary rates and will not include the payment of any form of allowance or penalty payment.
 - (ii) Notwithstanding paragraph (a), parental leave may be paid either before or after any other paid leave taken during a period of parental leave
- (g) Absence on paid parental leave will not count as service for the purpose of accruing entitlements to sick leave, annual leave or long service leave.
- (h) The employer may request evidence of primary care giver status.

- (i) Part time employees whose ordinary working hours have been subject to variations during the preceding 12 months may elect to average these hours for the purposes of calculating payment for paid parental leave. Alternatively, the employee may elect to be paid their ordinary working hours at the time of commencement of paid parental leave.
- (j) Subject to the provisions of this subclause, all other provisions of this clause apply to employees on paid parental leave.

19. - DONOR LEAVE

- (1) Subject to operational convenience, an employee shall be granted paid leave for the purpose of donating blood or plasma to approved donor centres.
- (2)
 - (a) Subject to the production of appropriate evidence, an employee shall be entitled to up to 5 days paid leave for the purpose of donating an organ or body tissue.
 - (b) Provided that where this paid leave is not sufficient and upon the production of a medical certificate, an employee may access their accrued sick leave or other paid leave in order to cover their absence.

20. - TRAINEESHIPS AND SUPPORTED EMPLOYMENT

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

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

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

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

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

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

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

(b) Eligibility

- (i) Employees covered by this Clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- (ii) This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

(c) The HSOA will be advised of any employees who are to be employed pursuant to this subclause, of any trial employment, and of the employees assessed capacity and proposed salary.

(d) Supported Wage or Individual Skill and Productivity Rates

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

(e) Assessment of Capacity

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

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

(f) Assessment tools and appropriate percentages

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

(g) Review of Assessment

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

(h) Other Terms and Conditions of Employment

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

(i) Workplace Adjustment

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

(j) Trial Period

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

21. - SHIFTWORK

This Clause replaces Clause 28 'Shift Work' of the Hospital Salaried Officers Award No, 39 of 1968.

(1) For the purposes of this Clause:

- (a) "Day Shift" shall mean a shift which commences after 6.00 a.m. and before 12.00 midday.
- (b) "Afternoon shift" shall mean a shift which commences at or after 12.00 midday and before 6.00 p.m.

- (c) "Night shift" shall mean a shift which commences at or after 6.00 p.m. and before 6.01 a.m.
- (2) (a) The loading on the ordinary rate of pay for an employee who works an afternoon shift shall be 12.5%, provided that as a result of this clause coming into operation, no employee shall receive a lesser shift allowance than they would have prior to this clause coming into operation.
- (b) The loading on the ordinary rate of pay for an employee who works a night shift shall be 20%.
- (3) (a) Shift work performed during ordinary hours from midnight Friday night to Midnight Saturday night shall be paid at the rate of time plus 50%.
- (b) Shift work performed during ordinary hours from midnight Saturday night until Midnight Sunday night shall be paid at the rate of time plus 75%.
- (c) Subject to Clause 12 'Public Holidays' of this Agreement, shift work performed on public holidays shall be paid at the rate prescribed in Clause 16(3)(a) 'Holidays and Annual Leave' of the Hospital Salaried Officers Award No. 39 of 1968.
- (4) The rates prescribed in Subclause (3) shall be in substitution for and not cumulative on the rates prescribed in Subclause (2) of this Clause.
- (5) Work performed by an employee in excess of the ordinary hours of their shift, or on a rostered day off shall be paid for in accordance with Clause 14 'Overtime' of the Hospital Salaried Officers Award No. 39 of 1968.

22. - HIGHER DUTIES

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

- (1) An employee shall be paid a higher duties allowance upon having worked five (5) consecutive working days or more in any position classified higher than their substantive position.
- (2) Notwithstanding Subclause (1), by agreement a higher duties allowance may be paid for single days where day-by-day relief is identified as a regular feature or requirement of a particular position.
- (3) An employee who performs the full duties and accepts the full responsibilities of the higher position shall be paid an allowance equal to the difference between his/her own salary and the salary he/she would receive if he/she were permanently appointed to the position in which he/she is so directed to act.
- (4) An employee who does not perform the full duties and/or does not accept the full responsibilities of the higher position shall be paid such proportion of the allowance specified in Subclause (3) as the duties and responsibilities bear to the full duties and responsibilities of the higher position.

- (5) Where the cumulative period of acting in a position or positions of a higher level exceeds 12 months in any 18 month period, the employee's allowance will include the relevant service increments for the position in which he/she is acting.
- (6) An employee who has been paid a higher duties allowance for a continuous period of twelve (12) months or more, will be entitled to be paid at that rate for up to four (4) weeks of annual recreational leave or up to four (4) weeks of any other approved leave of absence.
- (7) Each period of acting on higher duties, whether paid or not, will be recorded in the employee's personal records and be recognised as experience.

23. - ALLOWANCES

Where an employee is paid an allowance provided under the Hospital Salaried Officers Award No. 39 of 1968 which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement now be calculated using the salary rates as prescribed at Clause 42 'Salaries' of this Agreement.

24. - TRAVELLING ALLOWANCE

- (1) At the option of the employer, which option shall be notified in writing to the employee before it is exercised and before the employee has made the travel arrangements for which the allowance is to be claimed, this Clause may replace Clause 21 'Travelling' of the Hospital Salaried Officers Award No. 39 of 1968
- (2) Subject to Subclause (3), an employee who is required to travel on official business outside of the metropolitan area will be reimbursed for reasonable accommodation, meals and incidental expenses based on actual reasonable costs incurred as demonstrated by the production of receipts, provided that reasonable payment will be made for incidental expenses for which receipts are not available and that the maximum amount payable will not be greater than the amounts allowed for incidental expenses and/or meal allowances, as the case may be, in the relevant area plus the amounts in Column A, Items 1 to 8 of Clause 24A 'Travelling, Transfers and Relieving Duty – Rates of Allowance' of the Award.
- (3) The provisions of this Clause do not apply to an employee who is relieving or who has been temporarily transferred to a position for a period exceeding five (5) working days.

25. - OVERPAYMENTS

- (1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

- (2) One-off Overpayments

Subject to Subclauses (4) and (5), one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

- (3) Cumulative Overpayments

Subject to Subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.

- (4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.
- (5) The employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

26. - CONTRACT OF SERVICE – PROBATION

This Clause replaces Subclause (1) of Clause 8 ‘Contract of Service’ of the Hospital Salaried Officers Award No. 39 of 1968.

- (1) Every new employee shall be on probation for a period of three (3) months.
- (2) At any time during the period of probation the employer may annul the appointment and terminate the service of the employee by the giving of two weeks notice.
- (3) At any time during the period of probation the employee may resign by giving two (2) weeks notice.
- (4) A lesser period of notice may be agreed, in writing between the employer and the employee.
- (5) On the completion of three months employment the period of probation may be extended for a further and final period of three months at the discretion of the employer. The provisions of Subclause (2), (3) and (4) of this clause still apply during the period of probation.
- (6) Where an employee’s period of probation has been extended for a further period of three months, the employer shall notify the employee in writing of the extension and provide justification for the extension of probation.
- (7) An employee shall not be deemed to be employed by the month until he/she has completed his/her probationary period or extended probationary period of employment as the case may be.

27. - MOBILITY

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

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

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

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

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

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

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

- (b) Permanent Transfer

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

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

28. - SKILLS ACQUISITION, TRAINING AND EMPLOYEE DEVELOPMENT

- (1) This Clause is to be read in conjunction with Clause 27 'Mobility' of this Agreement.
- (2) The purpose of these Clauses is to:
 - (a) recognise that change is a constant factor within the work environment, that the workplace of tomorrow will not be the same workplace today, and that employees can be expected to work in several different types of job during their working life;
 - (b) recognise that both employees and employers share obligations to ensure that the organisation and the employees are able to adapt to continuous change;
 - (c) facilitate the creation of a mobile, skilled, efficient, effective and adaptable workforce;
 - (d) facilitate the training and development of staff so that they are best able to meet the present and future needs of the government health industry;
 - (e) assist in ensuring that employers are able to attract, develop and retain the best possible staff;
 - (f) facilitate the deployment of employees within the operations of the employer to best effect; while at the same time respecting the individual needs, security, expectations and reasonable requirements of employees, and not imposing, either directly or indirectly, unnecessary or unreasonable costs on them.
- (3) The parties agree that the provision of appropriate levels of health care is better able to be facilitated where the workforce is appropriately trained and skilled both for present needs and for reasonably expected future requirements including career development and opportunities within the government health industry.
- (4) It is agreed that skills acquisition, training and employee development;
 - (a) not impose unreasonable difficulties, out of pocket expenses, or otherwise impact adversely on employees;
 - (b) subject to the provisions of this Clause, be as far as practicable, voluntary;
- (5) Skills acquisition, training and employee development, administered in accordance with the standards and principles contained in this Clause, within the health service, area or region will benefit employees through providing;
 - (a) access to a greater variety of employment opportunities;
 - (b) the opportunity to develop and acquire a wide range of skills, competencies and work experience;
 - (c) expanded opportunity in terms of career development; and
 - (d) improved employment security.
- (6) Employees agree to be prepared to give reasonable consideration to any proposal in regard to their skills acquisition, training and development which meets the principles and requirements of this Clause.

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

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

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

- (d) The employer may grant leave with pay to participate in an approved short course or training course. The amount of leave may be up to 38 hours within a 12 month period.
 - (e) Where attendance is paid for by the employer;
 - (i) The employee may be required to provide evidence to the employer of attendance and satisfactory progress with studies.
 - (ii) The employee may be required to report to other employees on the course or training or to impart the knowledge gained to other employees.
 - (f) The employer may, where the short course or training is not an approved course or training, grant an employee leave to attend the short course or training during the employee's hours of duty and may require the employee to make up the hours or the employer may grant unpaid leave for such purpose.
- (11) Multiskilling
- (a) Employees agree that they will assist in the introduction of this policy on the following basis;
 - (i) Job Rotation
 - (aa) Employer and Employee mutually negotiate the decisions.
 - (bb) The period of time for any job rotation cycle is defined.
 - (cc) Prior to commencement of a job rotation arrangement, agreement is reached regarding the employee's continuity of service, tenure of employment in their substantive position or placement, at the completion of the rotation.
 - (ii) Job Enlargement and Enrichment
 - (aa) Decisions are mutually agreed by employee and supervisor.
 - (bb) The purpose, progression and outcomes from the enlargement/enrichment process are clearly defined.
 - (cc) The period of time is defined, where possible.
 - (dd) The employee is formally notified of the agreed duties and these are commensurate with the substantive classification of the employee.
 - (ee) The employee is provided with adequate support and mentoring to ensure they have an adequate opportunity to learn and become expert in the new duties and responsibilities.
 - (b) Any job specific training required will be provided by the employer. A training programme will be developed to allow employees to gain a high level of understanding of the new position and will take into account the continuity of customer service and the career development of the employee.

- (c) While as far as practicable participation in multi-skilling will be voluntary, where, subject to the considerations set out in this Clause, the employee unreasonably refuses a multi-skilling opportunity, the employer may direct the employee to undertake the placement.

For the purposes of this paragraph “unreasonably” is defined as an employee who can be seen to be damaging their own employment by refusing to multi-skill, and/or the employer can demonstrate significant operational need for the employee to be multi-skilled.

(12) Staff Development Program

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

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

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

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

(14) Professional Development Leave: ‘Specified Callings and Other Professionals’

- (a) This Subclause shall apply to employees paid in accordance with Clause 42 – Salaries, subclause (3) of this Agreement.
 - (b) In addition to any other training or development opportunities that may be available under this clause generally, and provided that there will be no reduction in existing conditions, employees who qualify for leave under this Subclause shall be entitled to 16 hours paid professional development leave per year.
 - (c) The Professional Development Leave:
 - (i) Shall be available at the commencement of each year; and
 - (ii) Shall not be cumulative year-to-year; and
 - (iii) Shall not be converted to payment; and
 - (iv) Shall be available for any developmental activity that is relevant to the work of the employee, as agreed with the employer.
 - (v) Shall be calculated on a proportionate basis for part-time employees.
 - (d) Time spent in travelling to and from a professional development event does not count as professional development leave for the purposes of this subclause.
- (15) Formal Part-time or Full-time Post Secondary Study
- The provisions of this Clause shall not diminish the rights of employees who undertake formal post secondary study in an approved course.
- (16) Notwithstanding, any provisions contained above in this Clause, the employer can limit access to training and development courses based upon financial grounds.
- (17) The employer will review the application of skills acquisition, training and employee development programs during the life of this Agreement. The parties agree to review the application of this Clause as a result of that review.

29. - STUDY LEAVE

- (1) The provisions of this clause are in addition to and not in lieu of any other rights to study leave, professional development, skills acquisition, training and employee development employees may have under this agreement or the Award.
- (2) Conditions for Granting Time Off
 - (a) An employee may be granted time off with pay for part-time study purposes at the discretion of the employer.
 - (b) Part-time employees are entitled to study leave on the same basis as full time employees.
 - (c) Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during

normal working hours, or where approved study by correspondence is undertaken, in remote locations lacking the required educational facilities.

- (d) External students based in remote locations, who are obliged to attend educational institutions for compulsory sessions during vacation periods, may be granted time off with pay including travelling time up to the maximum annual amount allowed to an employee in the metropolitan area.
 - (e) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.
 - (f) In every case the approval of time off to attend lectures and tutorials will be subject to:
 - (i) departmental convenience;
 - (ii) the course being undertaken on a part-time basis;
 - (iii) employees undertaking an acceptable formal study load in their own time;
 - (iv) employees making satisfactory progress with their studies; and
 - (v) the course being relevant to the employee's career in the Health Service and being of value to the State.
 - (g) A service agreement or bond will not be required.
- (3) Payment of Fees
- (a) The employer is to meet the payment of higher education administrative charges for cadets and trainees who, as a condition of their employment, are required to undertake studies at a University or College of Advanced Education. Employees who of their own volition attend such institutions to gain higher qualifications will be responsible for the payment of fees.
 - (b) This assistance does not include the cost of text books or Guild and Society fees.
 - (c) An employee who is required to repeat a full academic year of the course will be responsible for payment of the higher education fees for that particular year.
- (4) Approved Courses
- (a)
 - (i) First degree courses at the University of Western Australia, Murdoch University, Curtin University of Technology, Edith Cowan University, and Notre Dame of Australia University, or other approved university.
 - (ii) Diploma courses at Technical and Further Education (TAFE).
 - (iii) Two year full time Certificate courses at (TAFE).
 - (iv) Courses recognised by the National Authority for the Accreditation of Translators and Interpreters (NAATI) in a language relevant to the needs of the Health Service.

- (b) Except as outlined in paragraph (4)(d) of this clause, employees are not eligible for study assistance if they already possess one of the qualifications specified in subparagraphs (4)(a)(i) and (4)(a)(ii) of this clause.
 - (c) An employee who has completed a Diploma through TAFE is eligible for study assistance to undertake a degree course at any of the tertiary institutions listed in subparagraph (4)(a)(i) or (4)(a)(ii) of this clause. An employee who has completed a two year full time Certificate through TAFE is eligible for study assistance to undertake a Diploma course specified in subclause (4)(a)(iii) or a degree or Associate Diploma course specified in subparagraph (4)(a)(i) or (4)(a)(ii) of this clause.
 - (d) Assistance towards additional qualifications including second or higher degrees may be granted in special cases such as a graduate embarking on a post-graduate Diploma in Administration or a Masters Degree in Business Administration or a higher degree in a specialist area of benefit to the Health Service as well as the employee.
- (5)
- (a) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition with at least half of the total formal study commitment being undertaken in the employee's own time, except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.
 - (b) A first degree or Associate Diploma course does not include the continuation of a degree or Associate Diploma towards a higher post graduate qualification.
 - (c) In cases where employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
 - (d) Where an employee is employed on flexi-time, time spent attending or travelling to or from formal classes for approved courses between 8.15 am and 4.30 pm, less the usual lunch break, and for which "time off" would usually be granted, is to be counted as credit time for the purpose of calculating total hours worked per week.
 - (e) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the employee's normal place of work.
 - (f) An employee shall not be granted more than 5 hours time off with pay per week except in exceptional circumstances where the employer may decide otherwise.
 - (g) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.
- (6) Subject to the provisions of subclause (7) of this clause, the employer may grant an employee full time study leave with pay to undertake:
- (a) Post graduate degree studies at Australian or overseas tertiary education institutions; or
 - (b) Study tours involving observations and/or investigations; or

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

- (14) Where employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the employer together with some local transit and accommodation expenses providing it meets the requirements of subclause (7) of this clause. Each case is to be considered on its merits.
- (15) The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for employees under this agreement and/or the Award.

30. - SALARY PACKAGING

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

- (1) At the request of an employee, the Employer and the employee may agree to enter into a salary packaging arrangement.
- (2) The employer shall not require an employee to enter into a salary packaging arrangement, provided that this clause will not impinge on any additional employer provided benefits.
- (3) The salary packaging arrangement entered into shall be by separate written agreement with the Employer which sets out the terms and conditions of the arrangement provided that the terms of such agreement shall comply with the terms of this clause.
- (4) Such agreement shall be formulated on the basis that, on balance, there shall be no material disadvantage of the employee concerned, and shall be cost neutral in relation to the total employment cost the Employer.
- (5) The salary packaging arrangement must comply with relevant taxation laws and the Employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.
- (6) An employee may elect to cancel any salary packaging arrangement by giving a minimum of four weeks notice.
- (7) The Employer may elect to cancel any salary packaging arrangement by giving minimum of four weeks notice if the Employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the Employer cannot retrospectively cancel any salary packaging arrangement.
- (8) Notwithstanding subclauses (6) and (7) the Employer and the employee may agree to forgo the notice period.
- (9) The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.
- (10) Any dispute arising from the operations of this clause will be dealt with in accordance with the relevant dispute settlement provisions.

31. - ESTABLISHMENT OF COMPETENCIES FOR LEVELS 1 & 2

- (1) The MHS agrees to develop and implement competency based job descriptions for Levels 1 and 2 employees during the term of this Agreement.

- (2) Unless otherwise agreed by the parties, the following schedule is agreed for the implementation of Subclause (1);
- (a) In consultation with the HSOA, the MHS is to identify the general competencies applicable to positions at Level 1 and 2 by 1 May 2002.
 - (b) Commencing no later than 1 May 2002 and concluding no later than 1 November 2002, the MHS in consultation with the HSOA will progressively assess all applications from employees classified at Level 1 for their entitlement to progress to Level 2 in accordance with the identified competencies.
 - (c) Progression to Level 2 shall be on the basis that the employee can demonstrate that they have acquired relevant level 2 competencies and are required to apply those competencies in the normal course of their employment.
 - (d) Subject to operational requirements, the employer will facilitate access by the employee to on and/or off the job training where an employee is assessed as having not acquired the competencies required to perform the job at the higher level in order to allow the employee to obtain competencies in the areas where they are assessed as being deficient, provided that the employer is not obliged to provide the employee with access to off the job training in paid time.
 - (e) The operative date for the purposes of an employee being approved for progression to Level 2 shall be the date of receipt of their application for assessment by the employer provided that applications received prior to 1 May 2002 will be deemed to have been received on that date, provided that this does not prevent any process arising out of the previous agreement and currently underway from coming into effect prior to this date.

32 - CLASSIFICATION REVIEW PROCESS

- (1) In consultation with the HSOA and by 1 November 2002 (or later date if agreed between the parties), the employer will conclude a review of the processes and procedures relating to classification reviews across the government health industry.
- (2) The precise terms of reference for the review are to be agreed between the HSOA and the employer, however, the principal objective of the review will be to establish industry-wide processes and procedures which;
 - (a) expedite the review process; and
 - (b) ensure a consistency of process;

Matters to be considered will include

- a coordinated approach to processing claims for a number of similar positions whether or not they are established at more than one health service;
- the effective date for any reclassification claim;
- job application requirements for the incumbent where a position is reclassified;
- a timeframe for the assessment of claims;
- a process for formal recognition of revised job description forms;

- standardisation in regard to forms, assessment and employer review processes.

33. - HOME BASED WORK

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

34. - UNION WORKPLACE DELEGATES

- (1) The employer recognizes the right of the Union to organize and represent its members.
- (2) As representatives of the union, workplace delegates have a legitimate role and function in assisting the Union in the tasks of recruiting members, communicating with those members, representing their interests and providing them with relevant Union information.
- (3) Where there are agreed procedures and legitimate trained representatives designed to deal with specific issues such as Equal Employment Opportunity and Occupational Health and Safety, where appropriate a workplace delegate shall refer any such issue that arises to the appropriate representative.
- (4) The employer will recognize appointed workplace delegates and will allow them to carry out their role and functions effectively. The role and functions should relate only to the rights and interests of the employees in the workplace. Furthermore the resulting benefits should be felt by the employees within the particular workplace.
- (5) The number of workplace delegates is to be agreed between the employer and the Union, taking into consideration the circumstances of the hospital/health service and operational requirements. Where agreement is not reached, the parties are to follow the Dispute Avoidance and Settlement Procedure contained in Clause 35 of this Agreement.
- (6) Following the election or appointment of a workplace delegate, the Union will advise the employer in writing of the name of the new workplace delegate. The workplace delegate

will be provided with written credentials by the Union authorizing them to act as a workplace delegate in accordance with the provisions of this Clause.

- (7) The employer shall provide the workplace delegate with time off from their normal duties to perform their role, provided such time off is to be taken in consultation with their supervisor, and takes into account operational requirements.
- (8) Subject to the approval of the employer taking into account operational requirements, the employer shall provide workplace delegates with paid leave to attend education courses in accordance with Clause 39 – Trade Union Training Leave, of the Award.
- (9) Upon request the employer shall notify workplace delegates of the commencement of new employees and, as part of their induction, provide the opportunity for workplace delegates to discuss with the employees the benefits of HSOA membership.
- (10) The employer recognizes that workplace delegates are not to be threatened or disadvantaged in any way as a result of their role.
- (11) Subject to the prior approval of the employer and taking into account operational requirements, the employer shall allow elected Union officials and workplace delegates reasonable paid time off to attend Union meetings.
- (12) Workplace delegates shall be provided with reasonable access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to filing cabinets, the use of meeting rooms, telephones and e-mail to access HSOA members only. Such access to facilities shall be negotiated at hospital/health service level and shall not unreasonably affect the operation of the Organization.
- (13) Normal hospital/health service protocols shall apply to the use of all facilities. For example, no electronic communication is to be defamatory or deliberately misleading in nature.
- (14) Workplace delegates shall have the right to display HSOA material in the workplace on noticeboards provided by the employer.
- (15) Any dispute concerning the interpretation of this Clause should be resolved where possible at hospital/health service level in accordance with the Dispute Avoidance and Resolution Procedures Clause contained in Clause 35 of this Agreement.

35. - DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

- (1) This Clause is to be read in conjunction with Clause 27 Dispute Settlement Procedure' of the Hospital Salaried Officers Award. The objective of this Clause is to provide a set of procedures for dealing with any question, dispute or difficulty arising under this Agreement and for dealing with any question, dispute or difficulty between the parties during negotiations for amendments to this Agreement.
- (2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process:
 - (a) Initially the matter should be discussed between the employee and their supervisor/manager ;

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

36. - ATTRACTION RETENTION AND UNMET NEEDS

- (1) The purpose of this clause is to address attraction and retention difficulties, particularly those leading to unmet service needs and/or reduced services, by the most appropriate means available, in an open and transparent manner.
- (2) Attraction, Retention and/or unmet needs difficulties brought to the notice of the parties by employees, the employer, or the union will be examined by the parties in consultation with the employees concerned, with a view to identifying whether there is a difficulty to be addressed and the strategies for addressing the difficulty identified.
- (3) Strategies for addressing an identified difficulty may include but shall not be limited to any one or combination of, salary allowance, removal allowance, travel assistance, study assistance, family assistance, education assistance; professional development training and support; mentoring, and professional supervision.
- (4) Where the parties agree, an appropriately structured working party will be established to examine the identified difficulty referred to it and report within an agreed timeframe. The review may involve more than one health service and/or a number of callings.
- (5) Where it is agreed that an identified difficulty or difficulty(ies) is to be addressed and strategies for addressing the difficulty(ies) are agreed the proposal will be put forward to

the employing and/or approval authority for decision and or implementation as the case may be.

- (6) (a) Any change arising out of this Clause will, with appropriate modifications, be introduced in accordance with the provisions of Clause 38. – Consultation/Review of Services.
- (b) Any dispute arising out of the application of this clause may be addressed in accordance with the dispute settlement processes of this agreement and the Award.

37. - REVIEW OF SPECIFIED CALLINGS AND OTHER PROFESSIONALS

- (1) In addition to the provisions of Clause 36 - Attraction Retention and Unmet Needs, a joint working party will be formed to review “specified callings and other professionals”.
- (2) While the specific terms of reference of the working party will be agreed between the parties, matters to be considered shall include:
- attraction and retention issues;
 - career path and classification structure issues;
 - future directions, individually and generally of the specified callings and other professionals;
 - factors impinging on attracting and retaining employees in specified callings both generally and for employees in specific specified callings and professions; and
 - employment issues pertinent to ensuring an adequate pool of graduates.
- (3) Establishment of the review of specified callings shall commence by the 16th of November 2001 or as soon as practicable thereafter with copies of the report to be provided to the employer and the HSOA by no later than 2 October 2002, provided that nothing in this provision shall be read as preventing implementation of any of the outcomes from this process, particularly in relation to processes arising out of Clause 36. – Attraction Retention and Unmet Needs, being implemented prior to the completion of this review.
- (4) The review of specified callings is without prejudice to current claims being pursued by the HSOA for and on behalf of Clinical Psychologists, or the rights of any individual or group of individuals to separately pursue reclassification claims.
- (5) Any dispute arising out of the application of this clause may be addressed in accordance with the dispute settlement processes of this agreement and the Award, and rights are reserved to amend this agreement and/or the Award should it be necessary in order to implement any outcome arising either directly out of this clause or out of activating the disputes settlement procedures.

38. - CONSULTATION / REVIEW OF SERVICES

- (1) This clause shall be read in conjunction with Clause 40. Introduction of Change, of the Award
- (2) The parties are committed to engaging constructively in improving the business performance and working environment in the Government Health Industry. Whilst it is acknowledged by the parties that decisions will continue to be made by the

employer, which is responsible and accountable to Government by statute for the effective and efficient operation of its business, the parties are committed to effective communication, improvements to the business effectiveness, efficiency and accountability of the GHI and agree, in particular that:

- (a) Where the employer proposes to make changes likely to significantly affect existing practices, working conditions or employment prospects of employees, the HSOA and employees affected shall be notified by the employer.
- (b) Consultation with employees shall occur on proposed changes that will impact directly on the employees.
- (3) In the context of this clause consultation shall mean information sharing and opportunity for discussion on matters relevant to the respective proposed changes and will be conducted in such a way as to enable the HSOA and employees to contribute to the decision making process, provided that, without limiting the rights of the union in regard to disputes settlement, the final decision of the employer is a matter for the employer.

39. - FRAMEWORK AND PRINCIPLES FOR IMPLEMENTING THIS AGREEMENT AND ACHIEVING A NEW AGREEMENT

- (1) It is recognised that enterprise bargaining places considerable obligations upon the parties.
 - (a) To assist in meeting these obligations, the employer will assist by providing appropriate resources having regard to the operational requirements and resource requirements associated with developing the initiatives under this agreement and with negotiating a new agreement;
 - (b) It is accepted that employees who are involved in the various initiatives and the enterprise bargaining processes will be allowed reasonable paid time to fulfil their responsibilities in this process;
 - (c) Access to resources shall be negotiated with the employer and are not to unreasonably affect the operation of the employer;
 - (d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur to assist in the achievement of an agreement, and to facilitate completion of the initiatives contained in the agreement.
 - (e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.
 - (f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 35 'Dispute Avoidance and Settlement Procedures' of this Agreement, a decision on whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

- (g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.
 - (h) No officer or employee will be discriminated against as a result of activities conducted in accordance with this Clause.
- (2) (a) Following the receipt of a request from the HSOA to negotiate a new agreement, in accordance with Clause 5 'Term of Agreement', representatives from the employer will meet with a representatives from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.
- These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.
- Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.
- (b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within the health service, and the working and family life of employees.
 - (c) The agenda should include but not be limited to:
 - (i) changes in work organisation, job design and working patterns and arrangements;
 - (ii) examination of terms and conditions of employment to ensure they are suited to the MHS's operational requirements;
 - (iii) identification and implementation of best practice across all areas of service delivery;
 - (iv) (i), (ii) and (iii) can be achieved by means including but not limited to:
 - (aa) new training and skills development programs as and where required;
 - (bb) the optimum use of human and capital resources including new technology;
 - (cc) quality assurance and continuous improvement programs;
 - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities;
 - (ee) conditions impinging on the quality of working life of employees; and
 - (ff) active occupational health and safety risk reduction, training and rehabilitation programs.
- (3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

40. - AWARDS, AGREEMENTS AND STATUTORY CONTRACTS

(1) Relationship Between Agreements and Awards

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

(2) Workplace Agreements

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

(3) Statutory Contracts

- (a) Individual statutory contracts may only be used in a limited number of cases, such as for CEO's and a small number of specialised positions.
- (b) The parties accept that should an individual statutory contract be offered employees will be given an informed and free choice between this Agreement and the statutory contract.
- (c) Should a statutory contract be offered, the employer will advise the employee to seek appropriate advice and will recognise the HSOA as a bargaining agent for the employee.
- (d) The HSOA undertakes to advise all employees on the matter of choice whether or not they are members of the Union.
- (e) If agreement on any aspect of this Clause is not able to be reached the dispute settlement procedure set out in Clause 35 of this Agreement is to be followed.
- (f) In exercising the discretion to offer an individual statutory contract, the employer shall ensure that the decision to offer a statutory contract is made only for legitimate operational reasons. In exercising their discretion to offer a statutory contract, the employer is to liaise with the HSOA to ensure it is not done primarily to circumvent the option for employees to choose this agreement.

41. - AWARD CONSOLIDATION

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

The proposed amendments to the Award are outlined in 'Attachment 1, Award Amendments'.

42. - SALARIES

This clause replaces Schedule A - Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

- (1) (a) Subject to the provision of Clause 9 Salaries of the Award and to the provisions of this Clause, the minimum annual salaries for employees bound by this Agreement

are set in this Clause and shall apply from the 19th of July 2001 until the expiry of this Agreement.

(b) for the purposes of subclause (3) of clause 10. – Payment of Salaries of the Award, the hourly rate shall be calculated as one-seventy-sixth of the fortnight’s salary.

(2) Minimum salaries as follows; for all callings other than those specified in Subclause (3);

LEVELS	Previous Rates	3% Increase from FPPC On or After 19 July 2001	2.8% Increase from FPPC On or After 1 Nov 2001	3% Increase from FPPC On or After 19 July 2002	2% Increase from FPPC On or After 19 July 2003
	SALARY P/ANNUM	SALARY P/ANNUM	SALARY P/ANNUM	SALARY P/ANNUM	SALARY P/ANNUM
LEVEL 1					
under 17 years of age	13,340	13,740	14,125	14,549	14,840
17 years of age	15,578	16,045	16,494	16,989	17,329
18 years of age	18,184	18,730	19,254	19,832	20,228
19 years of age	21,046	21,677	22,284	22,953	23,412
20 years of age	23,636	24,345	25,027	25,778	26,293
1st year of full-time equivalent adult service	25,964	26,743	27,492	28,317	28,883
2nd year of full-time equivalent adult service	26,765	27,568	28,340	29,190	29,774
3rd year of full-time equivalent adult service	27,561	28,388	29,183	30,058	30,659
4th year of full-time equivalent adult service	28,356	29,207	30,025	30,926	31,544
LEVEL 2	29,153	30,028	30,869	31,795	32,431
	29,953	30,852	31,716	32,667	33,320
	30,871	31,797	32,687	33,668	34,341
	31,506	32,451	33,360	34,361	35,048
	32,443	33,416	34,352	35,383	36,091
LEVEL 3	33,552	34,559	35,527	36,592	37,324
	34,413	35,445	36,437	37,531	38,281
	35,320	36,380	37,399	38,521	39,291
	36,765	37,868	38,928	40,096	40,898
LEVEL 4	37,522	38,648	39,730	40,922	41,740
	38,656	39,816	40,931	42,159	43,002
	39,820	41,015	42,163	43,428	44,297
	41,477	42,721	43,917	45,235	46,140
LEVEL 5	42,340	43,610	44,831	46,176	47,100
	43,526	44,832	46,087	47,470	48,419
	44,746	46,088	47,378	48,800	49,776
	46,000	47,380	48,707	50,168	51,171

LEVEL 6	48,419	49,872	51,268	52,806	53,862
	50,213	51,719	53,167	54,762	55,857
	52,764	54,347	55,869	57,545	58,696
LEVEL 7	54,128	55,752	57,313	59,032	60,213
	55,856	57,532	59,143	60,917	62,135
	57,648	59,377	61,040	62,871	64,128
LEVEL 8	60,265	62,073	63,811	65,725	67,040
	62,410	64,282	66,082	68,064	69,426
LEVEL 9	65,657	67,627	69,521	71,606	73,038
	67,915	69,952	71,911	74,068	75,549
LEVEL 10	70,388	72,500	74,530	76,766	78,301
	74,365	76,596	78,741	81,103	82,725
LEVEL 11	77,541	79,867	82,103	84,566	86,258
	80,772	83,195	85,524	88,090	89,852
LEVEL 12	85,201	87,757	90,214	92,921	94,779
	88,193	90,839	93,382	96,184	98,108
	91,606	94,354	96,996	99,906	101,904
CLASS 1	96,768	99,671	102,462	105,536	107,646
CLASS 2	101,929	104,987	107,927	111,164	113,388
CLASS 3	107,088	110,301	113,389	116,791	119,127
CLASS 4	112,249	115,616	118,853	122,419	124,867

- (a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.
- (b) (i) For the purposes of this paragraph, 'Medical Typist' and 'Medical Secretary' shall mean those employees classified equivalent to Level 1, 2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or doctors' notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.
- (ii) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum, which shall be converted to an hourly rate to enable payment:
- (aa) on a fortnightly basis;
- (bb) on a proportionate basis for a part time employee;
- (iii) Notwithstanding any other provisions of this paragraph, where an employee, classified equivalent to level 1, 2, or 3, (other than an employee for whom training or instruction is a formal requirement of their job) has been instructed to provide short-term training or instruction in medical terminology, the employee shall be paid the medical terminology allowance on an hourly basis for the hours so worked.
- (3) Minimum salaries for Specified Callings and Other Professionals are detailed as follows;

- (a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the HSOA and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, Certified Clinical Perfusionist, or any other professional calling as agreed between the HSOA and employers, shall be entitled to Annual Salaries as follows:

LEVELS	Previous Rates	3% Increase from FPPC On or After 19 July 2001	2.8% Increase from FPPC On or After 1 Nov 2001	3% Increase from FPPC On or After 19 July 2002	2% Increase from FPPC On or After 19 July 2003
	SALARY P/ANNUM	SALARY P/ANNUM	SALARY P/ANNUM	SALARY P/ANNUM	SALARY P/ANNUM
LEVEL 3/5	33,552 35,320 37,522 39,820 43,526 46,000	34,559 36,380 38,648 41,015 44,832 47,380	35,527 37,399 39,730 42,163 46,087 48,707	36,592 38,521 40,922 43,428 47,470 50,168	37,324 39,291 41,740 44,297 48,419 51,171
LEVEL 6	48,419 50,213 52,764	49,872 51,719 54,347	51,268 53,167 55,869	52,806 54,762 57,545	53,862 55,857 58,696
LEVEL 7	54,128 55,856 57,648	55,752 57,532 59,377	57,313 59,143 61,040	59,032 60,917 62,871	60,213 62,135 64,128
LEVEL 8	60,265 62,410	62,073 64,282	63,811 66,082	65,725 68,064	67,040 69,426
LEVEL 9	65,657 67,915	67,627 69,952	69,521 71,911	71,606 74,068	73,038 75,549
LEVEL 10	70,388 74,365	72,500 76,596	74,530 78,741	76,766 81,103	78,301 82,725
LEVEL 11	77,541 80,772	79,867 83,195	82,103 85,524	84,566 88,090	86,258 89,852
LEVEL 12	85,201 88,193 91,606	87,757 90,839 94,354	90,214 93,382 96,996	92,921 96,184 99,906	94,779 98,108 101,904
CLASS 1	96,768	99,671	102,462	105,536	107,646

CLASS 2	101,929	104,987	107,927	111,164	113,388
CLASS 3	107,088	110,301	113,389	116,791	119,127
CLASS 4	112,249	115,616	118,853	122,419	124,867

- (b) Subject to Paragraph (d) of this Subclause, on appointment or promotion to the Level 3/5 under this Subclause:
- (i) Employees, who have completed an approved three-year academic tertiary qualification, relevant to their calling, shall commence at the first year increment;
 - (ii) Employees, who have completed an approved four-year academic tertiary qualification, relevant to their calling, shall commence at the second year increment;
 - (iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

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

- (c) The employer and the HSOA shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this Subclause and shall maintain a manual setting out such qualifications.
 - (d) The employer in allocating levels pursuant to Paragraph (b) of this Subclause may determine a commencing salary above Level 3/5 for a particular calling/s.
- (4) The following conditions shall apply to employees in the callings detailed below:

Engineers –

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an “experienced engineer” as defined.

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

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

43. - RATIFICATION

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

Toni Farrell

(Signature)

(Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia
(Union of Workers)

Daniel P Hill

(Signature)

(Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia
(Union of Workers)

Signed by Mike Daube, Commissioner of Health
as delegate of the Minister of Health

Commissioner of Health

(Date)

ATTACHMENT 1 - AWARD AMENDMENTS

1. Consolidation of the Hospital Salaried Officers Award No. 39 of 1968 is to be lodged at the Commission Registry by 1 February 2002.
 - (a) The consolidation is to consolidate into the award a number of conditions and arrangements currently being provided in accordance with Administrative Instructions and / or Operational Instructions of the Department of Health including:
 - (i) witness and jury duty;
 - (ii) leave for training with defence force reserves
 - (iii) copies of the award
 - (iv) time and salaries record
 - (v) right of entry
 - (b) Any conditions and arrangements it is agreed to introduce will be introduced on a no-win/no-loss basis.
 - (c) The consolidation includes the removal of gender biased and inconsistent language, the removal of inconsistencies, the updating of provisions to reflect current practice and usage, the removal of redundant provisions, updating of allowances as expressed in the Award and the modernisation of provisions.
 - (d) The clarification of provisions to improve administration and interpretation of the Award and to bring it into line with the new health service structures provided that the area of coverage and scope of the Award will not be amended by the consolidation.

2. In addition to and/or in association with the consolidation a number of amendments including the following are to be made to the Hospital Salaried Officers Award No. 39 of 1968:
 - (a) Definitions are to be updated.
 - (b) The Hours Clause is to be updated and clarified so that it adopts the Enterprise Bargaining Clause, preserves the 37.5 hour week in the Award, and includes a provision to permit shifts of up to 12 hours to be worked and any consequential amendment that needs to be made..
 - (c) The Holidays and Annual Leave Clause is to be amended to:
 - (i) permit leave to be taken in single days; and
 - (ii) include simplified formulas for accrual of annual leave and calculation of leave on termination and pro rata leave.
 - (d) A Parental Leave Clause is to be included.
 - (e) The Long service leave Clause is to be amended to include a calculation of entitlement on the basis of 13 weeks rather than 3 months, and to be taken in multiples of a week. The Clause to be similar to that to be included in this agreements but to retain the right to 13 weeks leave after 7 years of service but with no pro rata leave except as currently specified in the Award Clause.

- (f) A Study Leave Clause is to be included.
- (g) Trade Union Training Leave Clause to be updated to reflect the demise of TUTA and the fact that trade union training is delivered by the HSOA, Unions WA, the ACTU and associated training bodies.

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

3. The agreement for consolidation and amendment of the Hospital Salaried Officers Award No.39 of 1968 is a package agreement.