

Pay and conditions agreement for health professional,  
administrative, clerical, technical and supervisory staff

# hsuwa agreement 2016



WA HEALTH - HSUWA - PACTS • INDUSTRIAL AGREEMENT 2016 • Agreement No. PSAG 2 of 2016 • Registered 8 September 2016

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**HEALTH PROFESSIONAL, ADMINISTRATIVE, CLERICAL  
TECHNICAL AND SUPERVISORY STAFF**

**WA HEALTH – HSUWA – PACTS  
INDUSTRIAL AGREEMENT 2016**

**AGREEMENT NO. PSAG 2 OF 2016**

**Effective Dates:**

**Date of Registration 8 September 2016**

**The Agreement has effect from the date of registration.  
The first pay increase has effect from 1 July 2016**



**PART 1 – APPLICATION OF AGREEMENT**

**1. TITLE**

This Agreement will be known as the WA Health – HSUWA – PACTS – Industrial Agreement 2016.

**2. ARRANGEMENT**

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### **3. DEFINITIONS**

- 3.1 “Base Rate of Pay” means the rate of pay prescribed by Clause 17 – Salaries and Payment excluding shift penalties.
- 3.2 “Casual Employee” means an employee engaged by the hour for a period of up to four consecutive weeks on each occasion the employee is engaged, provided that the employee is informed of the conditions of employment for casual employees before they are engaged.
- 3.3 “Commission” means the Western Australian Industrial Relations Commission and encompasses relevant constituent authorities.
- 3.4 “Day” means, for the purposes of Clauses 16 – Shiftwork, 22 – Travelling Allowance, 24 – Transfer Allowance, 26 – Removal Allowance, 28 – Relieving or Special Duty, and 59 – Dispute Settlement Procedure, from midnight to midnight.
- 3.5 “Day Employee” means an employee who works ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and finishes ordinary hours at or before 6.00 pm.
- 3.6 “Dependant” in relation to an employee means partner, child/children, or other dependant family member who resides with the employee and who relies on the employee for their main support.
- 3.7 “Employer” has the same meaning as contained in Clause 5 – Application and Parties Bound.
- 3.8 “Full Pay” means the base rate of pay plus any applicable shift penalties the employee would have been paid had the employee continued to work their normal roster.
- 3.9 “Headquarters” means that location in which the principal work is carried out, as defined by the employer.
- 3.10 “Hospital” includes Health Service.
- 3.11 “Locality” in relation to an employee means:
- (a) within the metropolitan area, that area within a radius of 50 kilometres from the Perth City Railway Station; and
  - (b) outside the metropolitan area, that area within a radius of 50 kilometres from an employee's headquarters when they are situated outside of the metropolitan area.
- 3.12 “Metropolitan Area” means that area within a radius of 50 kilometres from the Perth City Railway Station.
- 3.14 “Partner” means:
- (a) a person who is legally married to the employee; or
  - (b) de facto spouse/partner, which includes a person of either the opposite or the same sex who cohabits with another person as that person’s partner on a bona fide domestic basis.

- 3.15 “Part Time Employee” means an employee who may be regularly employed to work less than 38 hours per week and such hours may be worked in less than 5 days per week.
- 3.16 “Public Sector” has the same meaning as that defined in the *Public Sector Management Act 1994* (WA).
- 3.17 “Shift Worker” means an employee who is not a “day employee” as defined.
- 3.18 “Union” or “HSUWA” means the Health Services Union of Western Australia (Union of Workers).
- 3.19 “WA Health” also means “employer” as defined.

#### **4. PURPOSE OF AGREEMENT**

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

#### **5. APPLICATION AND PARTIES BOUND**

- 5.1 This Agreement will extend to and bind the employees, employers and the organisation of employees (Union) bound by the WA Health – HSU Award 2006.
- 5.2 This Agreement will operate throughout the State of Western Australia.
- 5.3 The employers party to and bound by this Agreement are the Health Service Providers established pursuant to section 32(1)(b) of the *Health Services Act 2016* which include:
  - (a) Child and Adolescent Health Service;
  - (b) East Metropolitan Health Service;
  - (c) Health Support Services;
  - (d) North Metropolitan Health Service;
  - (e) South Metropolitan Health Service; and
  - (f) WA Country Health Service.
- 5.4 The union party to and bound by this Agreement is the Health Services Union of Western Australia (Union of Workers).
- 5.5 The estimated number of employees bound by this Agreement at the time of registration is 15,858.
- 5.6 This Agreement is comprehensive and applies to the exclusion of the WA Health – HSU Award of 2006.
- 5.7 This Agreement replaces the WA Health – Health Services Union – PACTS Industrial Agreement 2014.
- 5.8 This Agreement does not apply to Senior Executive Officers as defined in subclause 9.21 of Clause 9 – Contract of Service.

## **6. TERM OF AGREEMENT**

- 6.1 This Agreement will operate from the date of registration.
- 6.2 The expiry date of this Agreement is 30 June 2018.
- 6.3 The parties to this Agreement will commence negotiations for a replacement agreement at least six months prior to the expiry date of the Agreement.

## **7. NO FURTHER CLAIMS**

- 7.1 The parties undertake that for the term of this Agreement they will not, other than as provided in this Agreement, pursue any extra claims with respect to salaries and conditions.
- 7.2 This provision does not limit any right to pursue a reclassification matter before the Public Service Arbitrator.

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

- 8.1 It is recognised that enterprise bargaining places considerable obligations upon the parties. To assist in meeting these obligations the employer will:
  - (a) provide 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) allow employees who are involved in the various initiatives and the enterprise bargaining processes reasonable paid time to fulfil their responsibilities in this process;
  - (c) ensure any paid time or resources are provided in a manner suitable to both parties to enable negotiations to occur in pursuit of a new Agreement.
- 8.2 Negotiation of a new Agreement
  - (a) Following receipt of a request from the Union to negotiate a new agreement, in accordance with Clause 6 – Term of Agreement, representatives of the employer will meet with representatives of the Union to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.
  - (b) 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.
- 8.3 Negotiations will be conducted in a manner and timeframe agreed by the parties to this Agreement provided that:
  - (a) 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.
  - (b) 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.



8.4 No employee will be discriminated against as a result of activities conducted in accordance with this clause.

#### **Agreement Flexibility**

8.5 In recognition of the need for maximum flexibility within this Agreement, the parties to this Agreement may agree to mutually acceptable terms and conditions to be implemented in substitution for those specified in this Agreement.

## **PART 2 – TYPES OF EMPLOYMENT**

### **9. CONTRACT OF SERVICE**

#### **9.1 Modes of Employment**

- (a) Subject to the provisions of this clause, the employer may employ employees on arrangements that are most appropriate in the circumstances.
- (b) Employment will be either on:
  - (i) an ongoing full time or part time hours (“permanent”) basis; or
  - (ii) a fixed-term full time or part time hours basis; or
  - (iii) a casual basis.
- (c) Notwithstanding subclause 9.1(a) and (b), the employer undertakes to employ employees on a permanent basis whenever possible.

#### **Fixed Term Contracts**

9.2 Subject to the provisions of this clause, employees may be employed on fixed term contracts in the following circumstances:

- (a) to cover one-off periods of relief;
- (b) to facilitate modified return to work arrangements and secondments;
- (c) to cover projects with a finite life;
- (d) to fill positions which are subject to external funding;
- (e) for work that is seasonal in nature;
- (f) to temporarily fill a vacancy during a recruitment process;
- (g) to facilitate change;
- (h) where an employee is on a visa with a fixed duration;
- (h) for periods of traineeships and cadetships; and
- (i) any other situations as agreed in writing.

9.3 (a) The employer, upon request of the Union, will review the use of fixed term contracts in a specified workplace to identify opportunities for the employer to achieve its preference to employ on a permanent basis. The outcome of the review of fixed term contracts will be provided to the Union.

- (b) Within six months of registration of this Agreement, the employer will establish, in consultation with the Union, a procedure for the review of fixed term contracts

for employees who claim a reasonable expectation of ongoing employment to ensure employment is on a permanent basis where appropriate.

9.4 The employer will provide the Union with the names and work locations of all fixed term contract employees within 28 days of a request being made in writing.

9.5 Notice of a Contract Variation

- (a) The usual notice period for permanent and fixed term employees will be four weeks provided that a shorter or longer notice period may be agreed between the employer and employee.
- (b) In the case of an employee who is over 45 years old and who has completed at least two years of continuous service with the employer at the end of the day the notice is given, one additional week of notice or one additional week's payment in lieu of notice.

9.6 Probation

- (a) At the discretion of the employer, every new employee may be placed on probation for a period of three months.
- (b) An employee who is appointed from the Public Sector of Western Australia and who has at least three months of continuous satisfactory service immediately prior to permanent employment, will not be required to serve a period of probation.
- (c) At any time during the probation period the employer may annul the appointment and terminate the service of the employee by the giving of two weeks' notice.
- (d) At any time during the probation period the employee may resign by giving two weeks' notice.
- (e) A lesser period of notice of termination or resignation may be agreed in writing between the employer and the employee.
- (f) On the completion of three months employment, the probation period may be extended for a further and final period of three months at the discretion of the employer. The provisions of subclause 9.6(c), (d) and (e) apply during the period of probation.
- (g) Where an employee's probation period has been extended for a further period of three months, the employer will notify the employee in writing of the extension and provide justification for the extension of probation.
- (h) The provisions of subclauses 9.7 and 9.8 do not apply until an employee is no longer employed on probation.
- (i) Alternative probation arrangements may be agreed between the employer and the Union.

#### **Termination of Contract and Notice**

9.7 Subject to the provisions of this clause, a permanent or fixed-term employee may terminate the contract of service by giving four weeks' notice in writing or by forfeiting an amount equal to four weeks' salary, provided that a lesser period of notice may be agreed in writing between the employer and the employee.

- 9.8 Subject to the provisions of this clause, the employer may terminate, in writing, the contract of service of a permanent or fixed-term employee by giving four weeks' notice or payment in lieu thereof, or by giving five weeks' notice or payment in lieu thereof to employees who are more than 45 years of age and who have completed at least two years continuous service, if:
- (a) The employer has followed the disciplinary procedure in accordance with subclause 9.12 and is satisfied that:
    - (i) the employee's performance is substandard; or
    - (ii) the employee has committed a breach of discipline; or
    - (iii) the employee is convicted of an indictable offence relevant to the employee's occupation or an offence which:
      - (A) involves fraud or dishonesty; or
      - (B) involves wilful damage to, or destruction of, the property of others; or
      - (C) is committed against the person of others; or
      - (D) is punishable on conviction by imprisonment for two years or more.
  - (b) On the basis of medical evidence, the employee does not have the capacity to perform the inherent requirements of their position; or
  - (c) In the case of a restricted capacity to perform the inherent requirements of their position, it would be an unjustifiable hardship for the employer to accommodate an employee's impairment; or
  - (d) Subject to subclause 9.17, the position occupied by an employee is no longer considered necessary and there is no suitable alternative employment available.
- 9.9 The provisions of this clause do not affect the employer's right to dismiss an employee without notice for a serious breach of discipline. In such case, the employee's salary will be paid up to the time of dismissal only.
- 9.10 For the purposes of this clause, the performance of an employee is substandard if the employee does not, in the performance of the functions that are required to be performed, attain or sustain a standard that a person may reasonably be expected to attain or sustain in the performance of those functions.
- 9.11 For the purposes of this clause an employee commits a breach of discipline when the employee:
- (a) disobeys or disregards a lawful order; or
  - (b) commits an act of misconduct; or
  - (c) is negligent or careless in the performance of his or her functions.

### **Disciplinary Procedure**

- 9.12 Where the employer seeks to discipline or dismiss an employee the following procedure will be observed.

**Sequential Instances of Misconduct**

- (a) In the event that an employee commits an act of misconduct, the employee's immediate supervisor, or any other employee authorised by the employer, may reprimand the employee so that the employee understands the nature and implications of their conduct.
- (b) Up to three successive reprimands will take the form of warnings and, if a reprimand has been given verbally, it will be confirmed in writing as soon as practicable after it is given.
- (c) If, for any reason, the employer has grounds to reprimand an employee for a fourth time within 12 months of the giving of a prior third reprimand, the employer will have the right to dismiss the employee with notice upon the giving of the fourth reprimand.
- (d) A reprimand is spent, for the purposes of this subclause, 12 months after it is given, unless another reprimand is given during that period of 12 months.
- (e) On the giving of a fourth reprimand within 12 months of the giving of a previous reprimand:
  - (i) the employee may be dismissed with notice; or
  - (ii) in lieu of dismissal the Director General may, at the Director General's discretion, impose on the employee, with notice, one or more of the following sanctions:
    - (A) regression of one or more salary increments in the range of the employee's classification; or
    - (B) demotion to a classification not more than two levels lower than the employee's classification; or
    - (C) withdrawal of a benefit where such benefit has been abused by the employee; or
    - (D) stand down an employee without pay for a specified period not exceeding four weeks.

**Significant Act of Misconduct**

- (f) Where an act of misconduct is of a significant nature but, having regard to all the circumstances is not misconduct severe enough to warrant summary dismissal, a reprimand may be given in the form of a final warning providing that:
  - (i) the final warning will be counted as a third reprimand for the purposes of subclause 9.12(c); and
  - (ii) dependent on the severity of the misconduct, one or more of the sanctions prescribed in subclause 9.12(e)(ii) may also be imposed by the Director General.

**Serious Misconduct**

- 9.13 The disciplinary procedure is meant to preserve the rights of an individual employee, but it will not, in any way, limit the right of the employer to summarily dismiss an employee for serious misconduct.

### **Counselling**

- 9.14 If the employer finds that an employee has committed an act of misconduct that is determined to be very minor in nature and the employee's work performance and conduct is otherwise satisfactory, in lieu of issuing a first reprimand, the employer may conduct a counselling meeting with the employee during which:
- (a) the employee will be advised of the expected standards of performance and conduct, how these have not been met, and of the improvement required; and
  - (b) a written record will be made of a counselling meeting, which will not in itself constitute a reprimand.
- 9.15 Nothing in this Agreement confers upon the Commission the power to substitute one or more of the sanctions prescribed in 9.12(e) as an alternative to a remedy provided for under the *Industrial Relations Act 1979* (WA).
- 9.16 An employee will have the right to representation at any stage of the procedure.
- 9.17 Occupied Position
- (a) Where the employer considers that a position occupied by an employee is no longer necessary, the Union will be notified in writing to that effect.
  - (b) Within seven days of the date on which that notification is given, the Union may request the employer to review its decision.
  - (c) Where agreement is not reached in discussion between the employer and the Union, the provisions of Clause 54 – Consultation/Introduction of Change and Clause 59 – Dispute Settlement Procedure will apply.
- 9.18 Where the employer seeks to terminate the services of an employee, the employer will, upon written request, supply to the employee a written statement setting out the full details of the incident, circumstance, event or matters on which the employer based the decision to terminate. The statement will be supplied within 72 hours of receipt of the written request.
- 9.19 Certificate of Service
- On redundancy, retirement, resignation or where contracts of service expire through the effluxion of time, an employee, on request, will be issued a Certificate of Service by the employer containing information as to the period of service and positions held by the employee.
- 9.20 Senior Officer Appointments
- (a) All appointments made in the range Class 1 to Class 4, after the date of registration of this Agreement, will be for fixed terms of not more than 5 years duration.
  - (b) This provision does not apply to employees who immediately prior to the registration of this Agreement were engaged as permanent officers in the range Class 1 to Class 4.
  - (c) This provision does not vary the term of appointment of an officer who immediately prior to the registration of this Agreement was engaged as a fixed term employee.
  - (d) Persons who were engaged as permanent officers immediately prior to appointment for a fixed term in the range Class 1 to Class 4, will be entitled to

be redeployed to suitable alternative employment, at their prior substantive classification level, at the end of the fixed term.

- (e) Nothing in this clause limits the employer from offering subsequent fixed term contracts of employment.

9.21 This Agreement does not apply to Senior Executive Officers, where the contract of employment provides the:

- (a) appointment is for a fixed term;
- (b) appointment is not a senior officer as defined in subclause 9.20;
- (c) contract of employment is not regulated by the Award or by the Industrial Agreement; and
- (d) annual base salary is not less than 21% more than the maximum annual base salary prescribed in this Agreement;

provided that the parties may from time to time agree in writing that this Agreement will not apply to other like roles despite subclause 9.21(d) not being satisfied.

## **10. WORKING FROM HOME**

10.1 Subject to this clause, the employer may consider the introduction of working from home arrangements. The introduction of working from home arrangements does not provide for the employee's primary place of work to be moved from the employee's headquarters/work base to the employee's home.

10.2 Statutory requirements apply to employees working from home as they do to employees working at the employer's workplace. The employer must ensure understanding and compliance of all affected parties with all statutory responsibilities prior to any arrangements being sanctioned.

10.3 The employer is required to undertake a risk assessment of the work activities carried out by employees to identify and manage hazards. In carrying out any assessment, the employer must look at who and what may be affected by, and the possible effects of, the work being done from home.

10.4 The introduction of working from home arrangements is subject to:

- (a) the employee's duties being those they would normally undertake at their headquarters/work base;
- (b) the nature of employee's work being such that it is suited to working from home arrangements;
- (c) approval of any arrangement being at the discretion of the employer;
- (d) the employee agreeing to enter into the working from home arrangements;
- (e) the introduction of working from home arrangements being in accordance with the provisions of the employer's policy; and
- (f) the employer's policy and procedures addressing:
  - (i) general obligations of both the employer and employees, including such things as insurance, separation of overheads billed to the homeowner and the employee's ordinary hours of work while working from home;

- (ii) duty of care responsibilities owed by the employer and employee under the *Occupational Safety and Health Act 1984* (WA); and
- (iii) all additional statutory obligations affecting the employment relationship.

10.5 The agreed working from home arrangements may, upon the request of either the employer or employee, be reviewed from time to time.

## 11. TRAINEESHIPS AND SUPPORTED EMPLOYMENT

11.1 Should either party request, the parties will develop a traineeships provision to be included in this Agreement. Such provision will be designed to facilitate the provision of accredited training to participants in an accredited traineeship or similar scheme.

11.2 Supported wage employment

- (a) 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.
- (b) In the context of this clause, the following definitions will apply:
  - (i) “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 the "Supported Wage System: Guidelines and Assessment Process".
  - (ii) “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* (Cth), as amended from time to time, or any successor to that scheme.
  - (iii) “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.
  - (iv) “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.
- (c) 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.

- (d) The Union will be advised of any employees who are to be employed pursuant to this subclause. The Union will also be advised of any trial employment, and of the employee's assessed capacity and proposed salary.

- (e) Supported Wage or Individual Skill and Productivity Rates

Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

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

provided that the minimum amount payable will be not less than \$82 per week.

The minimum amount payable prescribed in this clause will be varied in accordance with any movement in the supported wage rate in National Minimum Wage Orders.

- (f) Assessment of Capacity

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

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

- (g) Assessment tools and appropriate percentages

The assessment tools and processes, relationship between relative capacity and salary including the supported wage component, and the 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.

- (h) 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 will be in accordance with the procedures for assessing capacity under the Supported Wage System or the Individual Skill and Productivity System.

- (i) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to



the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro rata basis.

(j) Workplace Adjustment

The employer wishing to employ a person under the provisions of this clause will 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 re-organisation in consultation with other employees in the area.

(k) Trial Period

(i) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

(ii) During the trial period, the assessment of capacity will be undertaken and the proposed rate for a continuing employment relationship will be determined.

(iii) Once application for assessment has been made under the Supported Wage System, the minimum amount payable to the employee during the trial period will 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, (based on the outcome of assessment under this subclause) will be entered into.

## 12. PART TIME EMPLOYMENT

12.1 The employer may vary the ordinary hours of a part time employee where the employee consents in writing provided that the employer will give the part time employee 48 hours' notice of such variation in hours. For periods of less than 48 hours' notice, payment for the hours in addition to the ordinary hours will be paid in accordance with Clause 15 – Overtime.

12.2 Part time employees will 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.

12.3 Part time employees will be entitled to the same leave, penalties and other conditions as prescribed in this Agreement for full time employees, with payment being in the proportion to which the employee's weekly hours relate to the weekly hours of an employee engaged full time in that class of work.

12.4 Upon request by the Union, the employer will advise the Union within 28 days of the offices occupied, the days on which and number of hours worked by those employees employed in a part time capacity.

- 12.5 For employees employed part time in accordance with this clause, “Day Shift” will include a shift which commences after 12.00 noon and finishes ordinary hours at or before 6.00 pm.
- 12.6 The minimum duration of a shift for a part time employee will be three hours, except where otherwise agreed in writing between an employee and the employer because of the particular circumstances that apply, and provided that at any time the Union may seek a review of any such arrangement.
- 12.7 Part Time Flexibility for Relief
- (a) The purpose of this provision is to provide those part time employees who wish to access the opportunity to work additional hours by covering short term relief requirements of the employer with such an opportunity.
  - (b) While relief for vacancies will normally be provided from full time relief employees, where that is not possible, opportunities for relieving vacancies will be offered on an equitable basis to available, suitably qualified part time employees.
  - (c) Where the numbers of suitably qualified and available part time employees warrant, they will form a relief pool for the purposes of this subclause.
  - (d) 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 employees while reducing the need for the employer 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:
    - (i) brief periods of unplanned absence;
    - (ii) personal leave;
    - (iii) time off in lieu;
    - (iv) annual leave; and
    - (v) long service leave.
  - (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 subclause 12.7(g).
  - (g) Modified Terms and Conditions
    - (i) Notwithstanding the provision of subclause 12.1, and subject to subclauses 12.7(d), (e) and (f), where a part time employee has previously indicated in writing a willingness to work extra hours or extra shifts or both, such employee will be paid at the base rate of pay plus applicable shift penalties for work up to 76 hours per fortnight, without receiving prior notice.
    - (ii) The indication given by an employee of their willingness to work extra hours may be withdrawn at any time, provided such advice is given in writing.
    - (iii) An indication by an employee of their willingness to work additional hours does not oblige the employee to work additional hours if they are

offered by the employer. An 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 agrees to be available to work additional hours.
- (v) Consistent with the operation of this Agreement there will be no rostered split shifts.

## 12.8 Changing Employment Status

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

## 13. CASUAL EMPLOYMENT

- 13.1 A casual employee will be paid an hourly casual loading of 20% of the employee's base rate of pay in lieu of all paid leave entitlements. The casual loading does not form part of the base rate of pay for any purpose of this Agreement.
- 13.2 At the request of the Union, the employer will supply to the Union the following information with respect to casual employees employed during the preceding month, the:

- (a) name of the casual employee or employees so employed;
  - (b) work location of the employee or employees;
  - (c) classification in which such employee or employees were engaged and the number of hours so engaged; and
  - (d) rate of salary paid to such employee or employees.
- 13.3 The employer may terminate the services of a casual employee by the giving of one hours' notice.
- 13.4 The minimum engagement for a casual employee will be three consecutive hours on any shift. Where special circumstances exist, the employer and the Union may agree in writing to a period of less than three hours.
- 13.5 A casual employee whose employment is terminated during the period prescribed in subclause 13.4 will remain entitled to the minimum payment of three hours.
- 13.6 The employer will take into account relevant prior experience when determining the appropriate salary increment on each occasion a casual employee is engaged.
- 13.7 Overtime
- (a) Casual employees will be entitled to payment at overtime rates in prescribed circumstances and in all cases the casual loading will be absorbed into the applicable overtime rate.
  - (b) Where a casual employee is offered and accepts additional work at or immediately prior to the completion of their rostered hours on any day, those additional hours worked:
    - (i) up to the normal full time shift length for the unit in which the work is undertaken will be paid at casual rates; and
    - (ii) in excess of the normal full time shift length for the unit in which the work is undertaken will be paid at overtime rates;provided that if there is no normal full time shift length the default shift length is 7.6 hours.
  - (c) Notwithstanding subclause 15.6 of Clause 15 – Overtime, where a casual employee is offered and accepts an additional and separate period of engagement after the completion of their rostered hours on any day, the hours so worked are not overtime. Each additional and separate period of engagement on any day stands alone for the purposes of overtime.
  - (d) For casual employees, such as Community Physiotherapists or Interpreters, engaged to perform work which is not usually planned to an agreed or set roster, an employee may work multiple sessions on any one day provided that overtime will be payable where the actual hours worked exceed a total of 7.6 hours for that day.
  - (e) A casual employee will not be rostered to work split shifts on any day.
  - (f) For a casual employee who is rostered on-call, the on-call provisions prescribed by Clause 15 – Overtime will apply.

## **PART 3 – HOURS OF WORK**

### **14. HOURS**

#### **14.1 Hours – Generally**

- (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 parameters for ordinary hours prescribed in this clause; or
  - (ii) as otherwise agreed in writing between the parties.
- (b) The ordinary full time hours of work will be an average of 38 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 will be worked between 6.00 am and 6.00 pm Monday to Friday inclusive.
- (d) Standard ordinary hours will be up to 7 hours 36 minutes per day, and 38 hours per week.
- (e) Subject to subclause 14.2, prescribed hours are to be worked in one continuous period. Accordingly, there will be no split shifts.
- (f) The provisions of this clause do not prevent the 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 any 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 will, in accordance with Clause 54 – Consultation/Introduction of Change, discuss this with the employees who may be affected and advise the Union.
- (h) For the purposes of this clause the following definitions apply:
  - (i) “Month” means a period of 4 consecutive working weeks;
  - (ii) “19 day month” means a system of work where the ordinary hours of duty of 152 hours a month are worked over 19 days of the month, with each ordinary day, subject to any flexitime arrangement, consisting of 8 hours; and
  - (iii) “9 day fortnight” means a system of work where the ordinary hours of duty of 76 hours a fortnight are worked over 9 days of the fortnight, with each ordinary day, subject to any flexitime arrangement, consisting of 8 hours and 27 minutes.

#### **14.2 Meal breaks**

- (a) Meal breaks will 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 will not be more than 3 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 time worked.
- (c) Subject to subclause 14.2(e), the lunch break will be taken between 11.00 am and 2.30 pm.
- (d) Subject to subclauses 14.2(c) and (e), employees will not be required to work more than 5 hours continuously without a meal break, provided that:
  - (i) employees working an 11 or 12 hour shift arrangement may be required to work up to 6 hours without a meal break. Accordingly, any penalty rate which would otherwise have applied, because more than 5 hours is worked without a break, will not apply.
  - (ii) by agreement between the employer and the employee, where an employee works a shift of not more than 6 hours, the employee need not be required to take a meal break. Accordingly, any penalty rate which would otherwise have applied, because more than 5 hours is worked without a break, will not apply.
- (e) Employee directed not to take a meal break
  - (i) Where an employee is not able to take a meal break of 30 minutes as a result of a direction of the employer, the employee will 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 will be paid one half hour at the base rate of pay. This payment will be in lieu of the payment prescribed in subclause 14.2(e)(i) 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 Union, a payment as prescribed in either subclause 14.2(e)(i) or (ii) or both, may be commuted and take the form of an agreed regular averaged payment that on balance is not less than what would otherwise be paid under subclause 14.2(e)(i) or (ii).
  - (iv) The allowances payable under subclause 14.2(e)(ii) and (iii) are in lieu of payment for overtime worked during the meal break.

### **Flexible Work Arrangements**

#### 14.3 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 made to hours arrangements where necessitated by service requirements.
- (c) The employer may cancel or withdraw from any flexible working hours arrangement and require standard hours to be worked as rostered from time to time or adopt such other flexible working hours arrangement as may be agreed,

provided that the provisions of Clause 54 – Consultation/Introduction of Change are observed.

#### 14.4 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 employer 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 will 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 a particular hours arrangement to be applied to everyone in a work area or department, arrangements may be made to enable the goals of the work area for flexible work arrangements to be met using a variety of hours arrangements rather than a single arrangement.

#### **Shifts of up to 12 Hours**

- 14.5 Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 continuous hours, excluding 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 will be clearly defined.
  - (b) The rostered hours will be clearly defined.
  - (c) The arrangement will allow for a minimum of one clear day off in each eight 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 will on balance be no less favourable than those prescribed by this Agreement.
  - (g) The Union will be advised of any such proposed working arrangement prior to it being implemented.

- (h) Any agreement reached pursuant to this subclause or similar provision of any predecessor Agreement, will continue to operate unless otherwise specified either in the Agreement made pursuant to such provision or in any Agreement or award replacing this Agreement.

#### 14.6 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 14.5, a maximum of 10 ordinary hours may be worked in any one day.
- (e) Settlement Period
  - (i) The average ordinary hours of duty will cover a rolling settlement period of 4 weeks.
  - (ii) The settlement period will commence at the beginning of a pay period.
  - (iii) Subject to the following, a minimum of 144 hours, less rostered or flexitime 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 152 hours per 4 weeks, up to a maximum of 16 may be accrued and carried forward.
  - (ii) Credit hours in excess of 16 hours will 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 will 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 152 hours per 4 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 without overtime penalties 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) A 19 day month or a 9 day fortnight arrangement may be worked either separately or in conjunction with a flexible work arrangement.

#### 14.7 Taking of Flexi/Rostered Time Off

- (a) Where the arrangement includes rostered time off, the roster for such days off will 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, 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 will 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 day may be rostered off.
- (e) Where flexitime 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.

#### 14.8 Changing Rostered and Agreed Time off

- (a) Rostered and 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 flexitime off, and for pressing operational reasons the employer can no longer agree to the employee taking such time off, the following will 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) alternatively, 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 flexitime 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 14.4(c).

#### 14.9 Personal leave, public holidays and annual leave

- (a) For the purposes of personal leave, a day will 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 personal 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 personal leave or part thereof.
- (d) For the purpose of public holidays, a day will 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 a:
  - (i) 19 day month, a 4 week annual leave entitlement is equivalent to 152 hours, that is, equivalent to 19 rostered working days of 8 hours and one rostered day off; and
  - (ii) 9 day fortnight, a 4 week annual leave entitlement is equivalent to 152 hours, that is, equivalent to 18 rostered working days of 8 hours 27 minutes and 2 rostered days off.
- (f) In the case of a flexitime only work arrangement, for the purpose of leave and public holidays, a day will be credited as 7 hours 36 minutes.

#### 14.10 Overtime

Subject to the parameters for ordinary hours set out in this clause and to the applicable Agreement provisions for part time employees, the provisions of the relevant overtime clause will 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 will 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.

#### 14.11 Individual flexible work arrangement

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

- (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.

#### 14.12 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.

#### 14.13 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 the base rate of pay. Alternatively, should the employee have accrued debit hours, the employer may deduct the debit, calculated at the base rate of pay, from the employee's termination pay.

#### 14.14 Christmas/New Year Closedown

- (a) With a minimum notice period of three months, a facility may have a full or partial Christmas/New Year closedown and the employer may roster an employee whose services are not required, to take up to five days' annual leave during the closedown period.
- (b) The employer will detail the leave to be taken by the employee not less than one month prior to the date of commencement of leave.
- (c) An employee may elect to substitute time in lieu, purchased leave, long service leave or any combination thereof for the closedown period.
- (d) For the purposes of this clause "time in lieu" means:
  - (i) any period of time off with pay accrued under a flexible working hours arrangement, which falls due in the period of the leave to be taken;
  - (ii) any period of time off with pay accrued under a flexible working hours arrangement, which with the agreement of the employer was carried forward from an accrual period prior to the period of leave to be taken; or
  - (iii) any period of accrued time in lieu of overtime.
- (e) Subject to operational requirements, the employer may agree to flexible working arrangements which enable time in lieu to be accrued for the purposes of covering annual leave during the closedown period.
- (f) With the agreement of the employer, which will not be unreasonably withheld, an employee may:
  - (i) swap jobs with another employee whose services continue to be required during the closedown and who would prefer to be rostered off on leave during the closedown; or
  - (ii) be deployed to available alternative duties during the closedown period.
- (g) An employee who has excessive accrued leave as at the commencement of the closedown period may be rostered to take such periods of leave for the closedown as is required to reduce their accrued leave balance.

- (h) At the discretion of the employer, leave without pay or annual leave in advance may be approved for all or part of the closedown where an employee has:
  - (i) not accrued sufficient leave to cover; or
  - (ii) exhausted their paid leave credits.
- (i) Where a facility anticipates a regular closedown, employees will be advised accordingly.

## 15. OVERTIME

- 15.1 Subject to the provisions of subclauses 15.3 and 15.19, and except as provided in subclause 15.2, all time worked at the direction of the employer outside an employee's ordinary working hours will be paid for at the rate of time and a half for the first 3 hours and double time thereafter.
- 15.2 Overtime rates outside of ordinary working hours
- (a) Subject to the provisions of subclauses 15.3 and 15.19, all time worked at the direction of the employer outside an employee's ordinary working hours on any day between midnight and 6.00 am or on a Saturday after 12.00 noon or on a Sunday will be paid for at the rate of double time.
  - (b) Subject to the provisions of subclauses 15.3 and 15.19, all time worked at the direction of the employer outside an employee's normal hours of work or ordinary hours in the case of a shift worker on a public holiday observed in accordance with Clause 36 – Public Holidays, will be paid at the rate of double time and a half of the base rate of pay.
- 15.3 Subclauses 15.1 and 15.2 will not apply in respect of any day on which the time worked in addition to the ordinary hours is less than 30 minutes.
- 15.4 Time off in lieu of overtime
- (a) In lieu of payment for overtime an employee, on request, may be allowed time off proportionate to the payment to which the employee is entitled but if the employee so requests in writing, will be allowed such time off up to a maximum of five days in each year of service.
  - (b) Time off will be taken at a time convenient to the employer.
  - (c) A casual employee may not elect to accrue time off in lieu of payment of overtime rates.
- 15.5 Notwithstanding anything contained in this clause, an employee whose salary exceeds that determined from time to time as the maximum payable to an employee at Level G-8 or P-3 will:
- (a) Be entitled to the benefit of the provisions of this clause if rostered to work regular overtime or is instructed by the employer to hold themselves on-call in accordance with the provisions of subclause 15.9.
  - (b) In all other cases, but subject to the provisions of subclause 15.3, be allowed time off equivalent to the overtime worked. Such time off will be taken at a time convenient to the employer.
- 15.6 Payment for overtime will be computed on the rate applicable to the day on which the overtime is worked, which will include any loading for afternoon or night shift, provided that, with the exception of overtime worked on public holidays, the maximum rate payable under this Agreement will not exceed double the base rate of pay.
- 15.7 For the purpose of assessing overtime each day will stand alone.
- 15.8 An employee required to work overtime beyond 2.00 pm or beyond 7.00 pm on any day will be allowed an unpaid break of at least 30 minutes between 12.00 noon and 2.00 pm or between 5.00 pm and 7.00 pm as the case may be.

**On-call**

- 15.9 (a) An employee is on-call when directed by the employer to remain at such a place as will enable the employer to readily contact the employee during the hours when the employee is not otherwise on duty.
- (b) In determining the place at which the employee will remain whilst on-call, the employer may require that it be a place within a specified radius from the hospital/health service and that the employee be contactable by telephone, or by an employer provided mobile phone, telepage, or similar communication device.
- (c) An employee will be paid an hourly allowance equal to 18.75% of 1/38th of the weekly base rate of pay for a Health Professional, P-1.1. Payment in accordance with this subclause will not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this clause when the employee is recalled to work.
- (d) Where the employer determines that there is a need for an employee to be on-call or to provide a consultative service and the means of contact is to be by a mobile phone or similar device, the employer will supply such device to the employee at no cost to the employee.
- (e) Where the employer determines that the means of contact is other than provided by a mobile phone or similar device, the employer will, where the telephone is not already installed, pay the cost of such installation. Provided that where:
- (i) the employee pays or contributes towards the payment of the rental of such telephone, the employer will pay the employee an amount being a proportion of the telephone rental calculated on the basis that for each 7 days on which an employee is required to be on-call, the employer will pay the employee 1/52nd of the annual rental paid by the employee; or
  - (ii) as a usual feature of the work an employee is regularly required to be on-call or to provide a consultative service, the employer will pay the full amount of the telephone rental.
- (f) Where the employer determines otherwise or it is not possible to contact an employee via a mobile phone or similar device, the employer may send a taxi to the employee's residence or such other place with instructions for the employee to return to work.

**Recall to work**

- 15.10 (a) Subject to the provisions of subclause 15.10(b) and (c) an employee, other than one accommodated at the hospital, who is recalled to work for any purpose will be paid a minimum of three hours at the applicable overtime rate. The employee will not be obliged to work for three hours if the work for which the employee was recalled is completed in less time.
- (b) Where an employee is called out within three hours of starting work on a previous call, payment for that previous call will cease and a new minimum of three hours at the applicable overtime rate will start from the time of the commencement of the subsequent recall to work.

- (c) 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 will be paid at the applicable overtime rate for that period up until the commencement time of normal duty. The employee will not be obliged to work for the full period if the work for which the employee was recalled is completed in less time.
- (d) Where an employee is recalled to duty in accordance with subclause 15.10(a), (b) or (c), then the payment of the applicable overtime rate will commence as follows:
  - (i) in the case of an employee who is on-call, from the time the employee commences work; or
  - (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 will 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 will be included with actual duty for the purpose of overtime payment.

- (e) An employee, other than one accommodated at the hospital, will, if recalled to work, be provided free of charge with transport from their home to their place of work and return or be paid the vehicle allowance provided in Clause 30 – Motor Vehicle Allowance. Provided that where an employee is recalled to work within three hours of commencing normal duty and the employee remains at work, the employee will be provided free transport or be paid the vehicle allowance from their home to their place of work only.

### **8 hour minimum break for employees on-call**

- 15.11 (a) Where an employee who is on-call in accordance with subclause 15.9(a) performs overtime duty, they will be provided with a continuous break of not less than 8 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 will 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 8 hours.
- (b) Where an employee who is on-call is required to return to or continue work without the break provided in subclause 15.11(a), then the employee will be paid at double the base rate or the applicable overtime rate, whichever is higher, until released from duty, or until the employee has had 8 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 will, whenever reasonably practicable, be given 8 consecutive hours off duty before the employee's usual starting time on the next day. If this is not practicable then the provision of subclause 15.11(b) will apply.

- (d) Subclause 15.11(a), (b) and (c) will not apply where an employee is recalled to work within 3 hours of the usual commencement time of their normal duty and they have had a continuous break of at least 8 hours immediately prior to the commencement of that call back duty. In this event the provisions of subclause 15.10 (c) will apply.
- (e) Notwithstanding the provisions of subclause 15.11(a) and (b), where the employer and the Union agree in writing, other arrangements may be made to ensure an adequate break for employees on-call. Such arrangement will not be to the detriment of the health, safety and welfare of the employee or employees concerned and will take into account the welfare and safety of patients requiring urgent attention.

### **10 Hour Break**

- 15.12 (a) Where an employee performs overtime duty after the time at which normal hours of duty end on one day and before the time at which normal hours of duty are to commence on the next succeeding day, which results in the employee not being off duty between these times for a continuous period of not less than 10 hours, the employee will 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 10 hours.
- (b) Provided that where an employee is required to return to or continue work without the break provided in subclause 15.12(a), the employee will be paid at double the base rate until released from duty or until the employee has had 10 consecutive hours off duty without loss of salary for ordinary working time occurring during such absence.
- (c) Where an employee (other than a casual employee or an employee engaged on continuous shift work) is called into work on a Sunday or holiday preceding an ordinary working day, the employee will, whenever reasonably practicable, be given 10 consecutive hours off duty before the employee's usual starting time on the next day. If this is not practicable then the provision of subclause 15.12(b) will apply.
- (d) The provisions of this subclause will apply in the case of shift workers who rotate from one shift to another, as if 8 hours were substituted for 10 when overtime is worked for the purpose of changing shift rosters.

### **Reasonable Overtime**

- 15.13 (a) Subject to subclause 15.13(b), the employer may require any full time or regular part time employee to work reasonable overtime at overtime rates and such employee will work overtime in accordance with such requirements.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) whether the additional hours are on a public holiday;



- (v) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (vi) any other relevant matter.

### **Meal Money**

- 15.14 (a) An employee required to work overtime before or after the employee's ordinary working hours on any day will, when such additional duty necessitates taking a meal away from the employee's usual place of residence, be supplied by the employer with any meal required or be reimbursed for each meal purchased at the rate of:
- (i) \$10.80 for breakfast;
  - (ii) \$13.30 for the midday meal; and
  - (iii) \$15.95 for the evening meal;
- provided that the overtime worked before or after the meal break totals not less than two hours. Such reimbursement will be in addition to any payment for overtime to which the employee is entitled.
- (b) The rates prescribed in this subclause will be varied in accordance with any movement in the equivalent allowances in the Public Service Award 1992.

### **Excess Travelling Time**

- 15.15 An employee eligible for payment of overtime who is required to travel on official business outside normal working hours and away from usual headquarters will be granted time off in lieu of such actual time spent in travelling at equivalent or base rates on weekdays and at time and one half rates on Saturdays, Sundays and Public Holidays, otherwise than during prescribed hours of duty, provided that:
- (a) Such travel is undertaken at the direction of the employer;
  - (b) Such travel will not include time spent travelling:
    - (i) by an employee on duty at a temporary headquarters to the employee's home for weekends for the employee's own convenience;
    - (ii) by plane between the hours of 11.00 pm and 6.00 am;
    - (iii) by train between the hours of 11.00 pm and 6.00 am;
    - (iv) by ship when meals and accommodation are provided;
    - (v) resulting from the permanent transfer or promotion of an employee to a new location;
    - (vi) where an employee is required by the employer to drive, outside ordinary hours of duty, the employer's vehicle, or to drive the employee's own motor vehicle involving the payment of mileage allowance, but such time will be deemed to be overtime and paid in accordance with subclause 15.1. Passengers are entitled to the provisions of this subclause;
    - (vii) to and from the place at which overtime or emergency duty is performed, when that travelling time is already included with actual duty time for the payment of overtime.
  - (c) Time off in lieu will not be granted for periods of less than 30 minutes.

- (d) Where such travel is undertaken on a normal working day, time off in lieu is granted only for such time spent travelling before or after the usual hours of duty, or both, which is in excess of the employee's ordinary travelling time.
- (e) Where the urgent need to travel compels an employee to travel during the employee's usual lunch interval, such additional travelling time is not to be taken into account in computing the number of hours of travelling time due.
- (f) In the case of an employee who is absent from their usual headquarters where the absence does not involve an overnight stay, the time spent by the employee outside the prescribed hours of duty in waiting between the time of arrival at the place of duty and the time of commencing duty, and between the time of ceasing duty and the time of departure by the first available transport, will be deemed to be excess travelling time.
- (g) In the case of an employee who is absent from their usual headquarters where the absence does involve an overnight stay, the time spent by the employee outside the prescribed hours of duty in waiting between the time of ceasing duty on the last day and the time of departure by the first available transport, will be deemed to be excess travelling time.

#### **Flexibility in Overtime, On-call and Recall Arrangements**

- 15.16 Where the parties agree in writing, other arrangements may be made to regulate the organisation of and compensation for overtime, on-call and recall.

#### **Information and Communication Technology**

- 15.17 (a) Notwithstanding subclause 15.10, where an Information and Communication Technology (ICT) Officer rostered on-call is required to perform work whilst on-call, and performs that work from their place of residence or other location of the employee's choice other than their normal place of employment, the following will apply:
- (i) in addition to being paid the on-call allowance, the ICT Officer will be paid a minimum of one hour at the applicable overtime rate per period of on-call where the employee is directed to perform work;
  - (ii) where the ICT Officer is contacted on more than one occasion during a single on-call shift, and the work performed as a result of these calls takes one hour or less in total, one hour will be paid for that shift;
  - (iii) where the ICT Officer is required to perform work during a single on-call shift for a total of more than one hour, the ICT Officer will be paid for the actual time worked at the applicable overtime rate;
  - (iv) where the employer agrees, an employee may elect to accrue overtime entitlements gained under this subclause as time off in lieu, to be taken in conjunction with a period of approved leave; and
  - (v) the essential tools and facilities required to enable the employee to perform the work remotely in accordance with this subclause, will be provided by the employer;

In all other cases the provisions of subclause 15.10 apply to on-call worked by an ICT employee.

- (b) For the purposes of this subclause, the WA Health site is considered a normal place of employment, except for WA Health onsite accommodation occupied by the employee, which will be considered a place of residence

### **Campus Facilities Manager**

- 15.18 For the purposes of this subclause, “Campus Facilities Manager” includes equivalent positions responsible for the management of the physical resources of health campuses and may include positions with such titles as: Manager Infrastructure; Procurement and Communications; Infrastructure and Engineering Manager; Manager Engineering and Maintenance; Manager Physical Resources; and Facilities Manager.
- 15.19 A Campus Facilities Manager or Maintenance Officer working singly in a hospital may be required by the hospital to hold themselves available for duty outside normal working hours in accordance with the following provisions:
- (a) No restriction will be placed on a Campus Facilities Manager's or Maintenance Officer's movements but they will be required to advise the hospital of their whereabouts while they remain in the metropolitan area or in the country town in which they are employed; and
  - (b) Before the Campus Facilities Manager or Maintenance Officer leaves the metropolitan area or the country town in which they are employed, at any time outside normal working hours, they will advise the hospital of the following:
    - (i) the present condition of the engineering services in the hospital;
    - (ii) the name of any hospital employee or private tradesman who may be contacted in the event of an emergency;
    - (iii) where they will be located during the absence and how they may be contacted if necessary, to provide advice and consultation; and
    - (iv) the approximate duration of the proposed absence.
  - (c) In lieu of payment of any allowance for being required to hold themselves available for duty outside normal working hours and for any overtime worked, each Campus Facilities Manager or Maintenance Officer working singly in a hospital will be entitled to an additional two weeks leave per annum with pay and an allowance equivalent to 7% of the level G-4.3 salary.
- 15.20 A Campus Facilities Manager employed at Royal Perth Hospital, Sir Charles Gairdner Hospital, Princess Margaret Hospital, Fremantle Hospital or King Edward Memorial Hospital rostered for on-call duty:
- (a) Will be available at all times for duty outside ordinary working hours; and
  - (b) In lieu of payment of the prescribed allowance and any overtime worked, each Campus Facilities Manager will be entitled to an additional two weeks leave per annum with pay and an allowance equivalent to 4% of the G-5.3 salary.

### **Medical Imaging Technologists**

- 15.21 A Medical Imaging Technologist employed at a hospital employing no more than two Medical Imaging Technologists, may be required by the employer to hold themselves available for duty outside of normal working hours in accordance with the following provisions:

- (a) No restriction will be placed on the Medical Imaging Technologist's movements but they will be required to advise the hospital of their whereabouts whilst they remain in the metropolitan area or in the country town in which they are employed.
- (b) Before a Medical Imaging Technologist leaves the metropolitan area or the country town in which they are employed, they will advise the hospital of where they may be located during their absence, how they may be contacted if necessary and the approximate duration of their proposed absence.
- (c) Subject to subclause 15.21(d) the Medical Imaging Technologist will be available to provide an emergency service only and will only be called into work by a medical practitioner who is giving treatment and who, in the course of that treatment, determines that medical images are required urgently to ensure the proper care and management of the patient.
- (d) Where, because of the nature of the emergency treatment being given, it is not possible for the medical practitioner to personally contact the Medical Imaging Technologist, another person may contact the Medical Imaging Technologist and request the Medical Imaging Technologist's attendance on the medical practitioner's behalf.
- (e) A Medical Imaging Technologist called into work in accordance with subclause 15.21(c) and (d) will attend at the required location to perform the service as soon as practicable following receipt of the call.
- (f) A Medical Imaging Technologist who is required by the employer to hold themselves available for duty outside of normal working hours in accordance with this subclause will be entitled to an allowance equivalent to 11.5% of the minimum weekly salary rate prescribed from time to time for a Medical Imaging Technologist.
- (g) A Medical Imaging Technologist who is required by the employer to hold themselves available for duty outside of normal working hours and who is recalled to work will be paid overtime at the applicable overtime rate in accordance with this clause.
- (h) A Medical Imaging Technologist who is required by the employer to hold themselves available for duty outside of normal working hours in accordance with this subclause may also be placed on-call by the employer in accordance with the on-call provisions contained in subclause 15.9. Payment for any such on-call duties will be at the rate prescribed in subclause 15.9(c), and will be in addition to the availability allowance prescribed in subclause 15.21(f).
- (i) Notwithstanding the foregoing provisions, where the employer and the Union agree in writing, emergency availability services may be provided in those hospitals where more than two Medical Imaging Technologists are employed.

## 16. SHIFTWORK

16.1 For the purposes of this clause:

- (a) “Day Shift” will mean a shift which commences at or after 6.00 am and finishes at or before 6.00 pm;
- (b) “Afternoon shift” will mean a shift which commences at or after 12.00 noon and before 6.00 pm and finishes after 6.00 pm. Where a shift commences after 12.00 noon and finishes at or before 6.00 pm the provisions of subclause 16.2(a) do not apply; and
- (c) “Night shift” will mean a shift which commences at or after 6.00 pm and before 6.00 am.

16.2 Afternoon and Night Shift Loadings

- (a) The loading on the base rate of pay for an employee who works an afternoon shift will be 12.5%.
- (b) The loading on the base rate of pay for an employee who works a night shift will be 20%.

16.3 Weekend and Public Holiday Shift Work

- (a) Shift work performed during ordinary hours from midnight Friday night to Midnight Saturday night will be paid at the rate of time plus 50%.
- (b) Shift work performed during ordinary hours from midnight Saturday night until Midnight Sunday night will be paid at the rate of time plus 75%.
- (c) An employee who commences work before Midnight Sunday and continues to work after Midnight Sunday will continue to receive the 75% loading on ordinary hours worked up to 7.00 am on the following Monday.
- (d) Shift work performed on public holidays will be paid in accordance with subclause 36.4 of Clause 36 – Public Holidays.

16.4 The rates prescribed in subclause 16.3 will be in substitution for, and not cumulative on, the rates prescribed in subclause 16.2.

16.5 Work performed by an employee in excess of the ordinary hours of their shift or on a rostered day off, will be paid for in accordance with Clause 15 – Overtime.

16.6 An employee will not be rostered for duty until at least 10 hours have elapsed from the time the employee's previous rostered shift ended. Provided that where agreement is reached between the Union and the employer, the 10 hour break may be reduced to accommodate special shift arrangements, except that under no circumstances will such an agreement provide for a break of less than 8 hours.

16.7 Subject to the provision of a 10 hour minimum break between shifts, employees will be allowed to exchange shifts or days off with another employee, provided that the approval of the employer has been obtained in writing before the commencement of any such arrangement and that any excess hours worked as a result of exchanging shifts by the employees involved will not involve the payment of overtime or incur the employer any additional expense.

16.8 Casual employees will be paid at the base rate of pay, plus the casual loading, plus the applicable shift loading calculated on the base rate of pay.

**PART 4 – RATES OF PAY****17. SALARIES AND PAYMENT**

17.1 The minimum rates of salaries to be paid to employees covered by this Agreement will be those set out in Schedules 1, 2 and 3. Nothing contained in this Agreement will preclude the payment by way of an allowance an amount in addition to that prescribed for the classification of a position, and/or as determined by the classification system.

17.2 An employee who resigned or retired or whose employment was otherwise ceased prior to the registration of this Agreement is not entitled to the payment of salaries and allowances prescribed by this Agreement.

17.3 Employees will be appointed at the first incremental point for the salary range of the position. Provided that an employee may be appointed to a higher increment point that the employer determines is appropriate when having regard to the employee's relevant experience and skills.

**17.4 Level G-1/2 Classifications**

(a) The classifications of all positions classified at level G-1/2 and level G-2 may be reviewed when they fall vacant or when there is a material change to the duties of the position. The employer will not change the classification of a position classified at level G-2 to G-1/2 without prior consultation with the Union.

(b) An employee appointed to level G-2 from G-1/2 will receive no less than their rate of pay at the former classification. Unless the employee receives an increment increase, their anniversary date for the purpose of increment increases will not change as a result of appointment to Level G-2.

**17.5 Minimum salaries for Health Professionals and other Specified Callings**

(a) Employees who possess a relevant entry level tertiary qualification, or equivalent as agreed between the Union and the employers, and who are employed in the callings of:

Audiologist;	Nuclear Medicine
Bio Engineer;	Technologist;
Cardiac Scientific Officer;	Occupational Therapist;
Clinical Perfusionist;	Optometrist;
Clinical Psychologist;	Orthoptist;
Dentist;	Orthotist and Prosthetist;
Dietitian;	Pharmacist;
Engineer;	Physiotherapist;
Exercise Physiologist;	Physicist;
Librarian;	Podiatrist;
Medical Imaging	Psychologist;
Technologist;	Radiation Therapist;
Medical Imaging	Respiratory Scientist;
Technologist/Sonographer;	Respiratory Sleep Scientist;
Medical Physicist;	Sleep Technologist;
Medical Scientist;	Social Worker;
Neurophysiology	Sonographer;
Technologist;	Speech Pathologist;

or any other health professional or other specified calling as agreed between the Union and employers, will be entitled to the Annual Salaries set out in Schedule 2 of this Agreement.

- (b) On appointment or promotion to level P-1 under this subclause:
- (i) employees, who have completed an approved three year academic tertiary qualification, relevant to their calling, will commence at the first year increment;
  - (ii) employees, who have completed an approved four year academic tertiary qualification, relevant to their calling, will commence at the second year increment;
  - (iii) employees, who enter a calling having completed an approved Graduate Masters Degree qualifying them for entry to that calling, will commence on the equivalent increment to the Bachelor degree relevant to their calling; and
  - (iv) employees, who have completed an approved Masters Degree or an approved PhD Degree relevant to their calling, will commence on the third year increment;

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

- (c) The employer and Union will be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this subclause.
- (d) The employer, in allocating levels pursuant to this subclause, may determine a commencing salary above level P-1 for a particular calling.
- (e) The Classification Level Descriptors for each level in Schedule 2 Salaries – Professional Division & Other Specified Callings will be as agreed from time to time between the employer and the Union and will be published by the employer in an Operational Circular.

#### 17.6 Clinical Psychologists

- (a) An employee appointed as a Clinical Psychologist Registrar (Grade 1) will commence at P-1.5 and will progress to P-1.6 in the second year.
- (b) An employee appointed as a Clinical Psychologist (Grade 2) will commence at P-2.3 and will progress by annual increments to P-4.2.
- (c) Progression from Clinical Psychologist Registrar (Grade 1) to Clinical Psychologist (Grade 2) will occur with effect from the date registration as a “Clinical Psychologist” is conferred by the Psychology Board of Australia and the relevant positions may be advertised at Grade 1 or Grade 2 when vacant.
- (d) “Clinical Psychologist (Grade 2)” will mean a Clinical Psychologist who:
  - (i) is registered with the Psychology Board of Australia;
  - (ii) has thorough knowledge of the methods, principles and practices of the profession;
  - (iii) works under general to limited direction; and

- (iv) has an ability to practice psychology with a high degree of initiative and experience.
- (e) The classification and grading structure for Clinical Psychologists above Grade 2 will be as agreed from time to time between the employer and the Union, and will be published by the employer in an Operational Circular.

#### 17.7 Medical Terminology Allowance

- (a) For the purposes of this subclause, “Medical Typist” and “Medical Secretary” will mean those employees classified at Level G-1/2, G-2, or G-3 and who spend at least 50% of their time typing from tapes, shorthand or medical practitioner’s notes of case history, summaries, reports or similar material involving a broad range of medical terminology.
- (b) A Medical Typist or Medical Secretary will be paid a medical terminology allowance of an amount equivalent to 5.15% of G-2.2 per annum, which will be converted to an hourly rate to enable payment:
  - (i) on a fortnightly basis; or
  - (ii) on a proportionate basis for a part time employee.
- (c) Notwithstanding any other provision of this subclause, where an employee, classified equivalent to level G-1/2, G-2, or G-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 will be paid the medical terminology allowance on an hourly basis for the hours so worked.

#### 17.8 Payment of salaries

- (a) Salaries will be paid fortnightly except where the usual pay day falls on a holiday prescribed in Clause 36 – Public Holidays in which case payment will be made on the day before the usual pay day.
- (b) A fortnight's salary will be computed by dividing the annual salary rate by 313 and multiplying the result by 12.
- (c) The hourly rate will be calculated as 1/76th of the fortnight's salary.
- (d) Salaries will be paid by direct funds transfer to the credit of an account nominated by the employee at such bank, building society or credit union approved by the employer. Provided that where such form of payment is impractical or where some exceptional circumstances exist and by agreement between the employer and the Union, payment may be made by cheque.
- (e) Annual increments will be subject to the employee's satisfactory performance over the preceding 12 months and will be assessed according to an agreed system of performance appraisal.

#### 17.9 Pro rata Payment of Allowances

- (a) Where an allowance under this Agreement is expressed as an annual rate and an employee does not qualify for a complete year, payment will be made on a pro rata basis.
- (b) For the purpose of ascertaining a fortnightly or daily rate of an annual allowance, the formula prescribed in subclause 17.8 will apply.



17.10 Junior rates do not apply to classifications other than Level G-1/2.

17.11 Preservation of Special Transition Arrangements

- (a) The Health Services Union – WA Health – State Industrial Agreement 2008 No. PSAAG 21 of 2008 (2008 Agreement) prescribed special transition arrangements for maintenance of salary increment progression expectations at:
  - (i) subclause 17.10(a) of the 2008 Agreement for transition to classification G-1/2, G-2 and G-4 in regard to anniversary dates for the purposes of incremental progression;
  - (ii) subclause 17.10(b)(iii) of the 2008 Agreement for transition to the classification G-12; and
  - (iii) subclause 17.10(c)(iii) of the 2008 Agreement for transition to the classification P-7.
- (b) These provisions of the 2008 Agreement continue to apply as if express terms of this Agreement for the purposes of preserving the salary increment progression expectations of employees to whom the original provisions applied.

## 18. OVERPAYMENTS

- 18.1 The employer has an obligation under the *Financial Management Act 2006 (WA)* to account for public monies. This requires the employer to recover overpayments made to an employee.
- 18.2 Any overpayment will be repaid to the employer within a reasonable period of time.
- 18.3 Where an overpayment is identified and proven, the employer will provide the employee with the written details of the overpayment and notify the employee of their intent to recover the overpayment.
- 18.4 Where the employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the employer and employee. The employer will take into account the employee's financial commitments when negotiating these arrangements.
- 18.5 If agreement on a repayment schedule cannot be reached within a reasonable period of time, the employer may deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:
  - (a) the employer may not deduct or require an employee to repay an amount exceeding 10% of the employee's net pay in any one pay period without the employee's agreement; and
  - (b) where necessary, an employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.
- 18.6 If the employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with Clause 59 – Dispute Settlement Procedure. No deductions relating to the overpayment will be made from the employee's pay while the matter is being dealt with in accordance with the Dispute Settlement Procedure.
- 18.7 Nothing in this clause will be taken as precluding the employer's legal right to pursue recovery of overpayments.

- 18.8 Where the employer alters the pay cycle or pay day, any consequential variations to an employee's fortnightly salary and/or payments to compensate will not be considered an overpayment for the purposes of this clause.

## **19. UNDERPAYMENTS**

- 19.1 Where an employee is underpaid in any manner:

- (a) the employer will, once the employer is aware of the underpayment, rectify the error as soon as practicable;
- (b) where possible the underpayment will be rectified no later than in the pay period immediately following the date on which the employer is aware that an underpayment has occurred; and
- (c) where an employee can demonstrate that an underpayment has created serious financial hardship, the employee will be paid by way of a special payment as soon as practicable.

- 19.2 The employer will compensate an employee for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from the bank account into which an employee's salary is paid.

- 19.3 Nothing in this clause will be taken as precluding the employee's legal right to pursue recovery of underpayments.

## **20. SALARY PACKAGING**

- 20.1 For the purposes of this Agreement, salary packaging means an arrangement whereby the wage or salary benefit arising under a contract of employment is reduced, with another or other benefits to the value of the replaced salary being substituted and due to the employee.

- 20.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement.

- 20.3 The employer will not unreasonably withhold agreement to salary packaging on request from an employee.

- 20.4 The employer will not require an employee to enter into a salary packaging arrangement, provided that this clause will not impinge on any additional employer provided benefits.

- 20.5 A salary packaging arrangement will be formulated and operate on the basis that, on balance, there will be no material disadvantage of the employee concerned, and will be cost neutral in relation to the total employment cost to the employer.

- 20.6 A 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.

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

- 20.8 An employee may elect to cancel any salary packaging arrangement by giving a minimum of four weeks' notice.
- 20.9 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks' notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.
- 20.10 Notwithstanding subclauses 20.8 and 20.9, the employer and the employee may agree to forgo the notice period.
- 20.11 The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.
- 20.12 For the purposes of this provision, any penalty rate, loading or other salary related allowances which would ordinarily be calculated on the basis of the salary rates expressed in Clause 17 – Salaries and Payment, will continue to be so calculated despite an election to participate in any salary packaging arrangement.
- 20.13 For the purposes of this provision, employer contributions to a complying superannuation fund will be made on the basis of pre-packaging salary rates. To avoid doubt, employer contributions will not be reduced as a result of an employee participating in salary packaging pursuant to this provision.
- 20.14 The employer may at any time vary the range of benefits provided or the conditions under which benefits are provided, however the employer will not differentiate between different classes of employees across WA Health in terms or range of benefits or the conditions under which benefits are provided.
- 20.15 If an employee is found to have committed misconduct in the claiming of a salary packaging benefit, without limiting any other action the employer may take in respect of the misconduct, the employer is entitled to prospectively cease to provide some or all salary packing benefits either indefinitely or for any period determined by the employer.

## **PART 5 – ALLOWANCES**

### **21. HIGHER DUTIES**

- 21.1 An employee will be paid a higher duties allowance upon having worked five consecutive working days or more in any position classified higher than their substantive position.
- 21.2 Notwithstanding subclause 21.1, 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.
- 21.3 An employee who performs the full duties and accepts the full responsibilities of the higher position will be paid an allowance equal to the difference between their own salary and the salary they would receive if they were permanently appointed to the position in which the employee is directed to act.
- 21.4 An employee who does not perform the full duties and/or does not accept the full responsibilities of the higher position will be paid such proportion of the allowance specified in subclause 21.3 as the duties and responsibilities bear to the full duties and responsibilities of the higher position.

- 21.5 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 the employee is acting.
- 21.6 Higher Duties Allowance and Leave
- (a) Where an employee who is in receipt of a higher duties allowance for a continuous period of 12 months or more, proceeds on any period of paid leave and:
- (i) resumes in the position immediately on return from leave, the employee will continue to receive the allowance for the period of leave; or
- (ii) does not resume in the position immediately on return from leave, the employee will continue to receive the allowance for the period of leave accrued during the period of higher duties.
- (b) This subclause will also apply to an employee who has been in receipt of the allowance for less than 12 months and proceeds on a period of paid leave, if during the employee's absence no other employee acts in the position in which the employee was acting immediately prior to proceeding on leave, and the employee resumes acting in the position upon return from leave.
- (c) For the purpose of subclause 21.6(b), "leave" means the period of paid leave an employee would accrue in 12 months. It will also include any public holidays and leave in lieu accrued during the preceding 12 months taken in conjunction with such paid leave.
- 21.7 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.
- 21.8 Where an employee is promoted to a higher classified position than the employee's substantive classification, any period of relevant acting service at that level or a higher level immediately preceding the date of promotion or period/s of relevant acting service at that level or a higher level within the preceding 18 month period of the date of promotion will count as qualifying service towards annual increments of the position to which the employee has been promoted.

## **22. TRAVELLING ALLOWANCE**

### **22.1 General entitlement**

- (a) An employee who travels on official business will be reimbursed reasonable expenses in accordance with the provisions of this clause.
- (b) Subject to the provisions of this clause:
- (i) The "hotel or motel accommodation" rate is to be applied where commercial accommodation, including but not limited to hotels, motels, serviced apartments, bed and breakfasts and self-contained forms of accommodation, is utilised.
- (ii) The "other than hotel and motel accommodation" rate is to be applied where non-commercial accommodation is utilised, such as with family and or friends.

- 22.2 When a trip necessitates an overnight stay away from an employee's headquarters and the employee:
- (a) is supplied with accommodation and meals free of charge; or
  - (b) attends a course, conference, etc. where the fee paid includes accommodation and meals; or
  - (c) travels by rail and is provided with a sleeping berth and meals; or
  - (d) is accommodated at a Government institution, hostel or similar establishment and supplied with meals;
- reimbursement will be in accordance with the rates prescribed in Column A of Schedule 4, Items 1, 2 or 3 Travelling, Transfers & Relieving Duty – Rates of Allowances.
- 22.3 When a trip necessitates an overnight stay away from an employee's headquarters and the employee is fully responsible for their own accommodation, meals and incidental expenses where:
- (a) hotel or motel accommodation is utilised reimbursement will be in accordance with the rates prescribed in Column A of Schedule 4, Items 4 to 8 Travelling, Transfers & Relieving Duty – Rates of Allowances; or
  - (b) other than hotel or motel accommodation is utilised reimbursement will be in accordance with the rates prescribed in Column A of Schedule 4, Items 9, 10 or 11 Travelling, Transfers & Relieving Duty – Rates of Allowances.
- 22.4 To calculate reimbursement under subclause 22.2 and 22.3 for a part of a day, the following formulae will apply;
- (a) If departure from headquarters is:
    - (i) Before 8.00 am - 100% of the daily rate;
    - (ii) 8.00 am or later but prior to 1.00 pm - 90% of the daily rate;
    - (iii) 1.00 pm or later but prior to 6.00 pm - 75% of the daily rate; or
    - (iv) 6.00 pm or later - 50% of the daily rate.
  - (b) If arrival back at headquarters is:
    - (i) 8.00 am or later but prior to 1.00 pm - 10% of the daily rate;
    - (ii) 1.00 pm or later but prior to 6.00 pm - 25% of the daily rate;
    - (iii) 6.00 pm or later but prior to 11.00 pm - 50% of the daily rate; or
    - (iv) 11.00 pm or later - 100% of the daily rate.
- 22.5 When an employee travels to a place outside a radius of 50 kilometres measured from their headquarters, and the trip does not involve an overnight stay away from their headquarters, reimbursement for all meals claimed will be at the rate set out in Column A of Schedule 4, Items 12 or 13 Travelling, Transfers & Relieving Duty – Rates of Allowances, subject to the employee's certification that each meal claimed was actually purchased.

Provided that when an employee departs from their headquarters before 8.00 am and does not arrive back at their headquarters until after 11.00 pm on the same day, the employee will be paid at the appropriate rate prescribed in Column A of Schedule 4,

## Items 4 to 8 Travelling, Transfers &amp; Relieving Duty – Rates of Allowances.

- 22.6 When it can be shown to the satisfaction of the employer by the production of receipts that reimbursement in accordance with Schedule 4 – Travelling, Transfers & Relieving Duty – Rates of Allowances does not cover an employee's reasonable expenses for a whole trip, the employee will be reimbursed the excess expenditure.
- 22.7 In addition to the rates contained in Schedule 4 – Travelling, Transfers & Relieving Duty – Rates of Allowances, an employee will be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.
- 22.8 If on account of lack of suitable transport facilities an employee necessarily engages reasonable accommodation for the night prior to commencing travelling on early morning transport, the employee will be reimbursed the actual cost of such accommodation.
- 22.9 Reimbursement of expenses will not be suspended should an employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with the provisions of this Agreement, and the employee continues to incur accommodation, meal and incidental expenses.
- 22.10 Reimbursement claims for travelling in excess of 14 days in one month will not be passed for payment by a certifying officer until the employer has endorsed the account.
- 22.11 An employee who is relieving at or temporarily transferred to any place within a radius of 50 kilometres measured from their headquarters will not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires their absence from their headquarters over the usual midday meal period will be paid the rate prescribed by Item 17 in Schedule 4 – Travelling, Transfers & Relieving Duty – Rates of Allowances for each meal necessarily purchased provided that:
- (a) such travelling is not a normal feature in the performance of the employee's duties; and
  - (b) such travelling is not within the suburb in which the employee resides; and
  - (c) the employee's total reimbursement under this subclause for any one pay period will not exceed the amount prescribed by Item 18 in Schedule 4 – Travelling, Transfers & Relieving Duty – Rates of Allowances.
- 22.12 At the option of the employer, which will 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, subclause 22.13 will replace the provisions of subclauses 22.1 to 22.11.
- 22.13 Subject to subclause 22.14, 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 of Schedule 4, Items 1 to 8 Travelling, Transfers & Relieving Duty – Rates of Allowances.

22.14 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 working days.

### **23. WEEKEND ABSENCE FROM RESIDENCE**

23.1 An employee who is temporarily absent from their normal headquarters on relieving duty or travelling on official business outside a radius of 320 kilometres measured from the employee's normal headquarters and is necessarily absent from their residence and separated from dependants, will be granted an additional day's leave for every group of three consecutive weekends so absent, provided that each weekend will be counted as a member of only one group. Provided that:

- (a) The relief duty or travelling on official business is within Australia and the employee is not directed to work on the weekend by the employer.
- (b) An additional day's leave will not be allowed if the employer has approved the employee's dependants accompanying the employee during the period of relief or travelling.
- (c) Additional leave under this subclause will be commenced within one month of the period of relief duty or travelling being completed unless the employer approves otherwise.
- (d) The annual leave loading provided by Clause 34 – Annual Leave will not apply to any leave entitlements under this clause.

23.2 Employees who are temporarily absent from their normal headquarters on relieving duty or travelling on official business outside a radius of 320 and up to 400 kilometres measured from the normal headquarters, may elect to have the benefit of concessions provided by subclause 23.3 in lieu of those provided by subclause 23.1. Kalgoorlie, Albany and Geraldton will be regarded as being within a radius of 400 kilometres for the purpose of this subclause in the case of an employee resident in the Metropolitan Area.

23.3 Employees who are temporarily absent from their normal headquarters on relieving duty or travelling on official business within a radius of 320 kilometres measured from the employee's headquarters, and such relief duty or travel would normally necessitate the employee being absent from their residence for a weekend, will be allowed to return to such residence for the weekend. Provided that:

- (a) An employee who is directed to work on a weekend by the employer will not be entitled to the concessions.
- (b) All travelling to and from the employee's residence will be undertaken outside of the hours of duty prescribed by Clause 14 – Hours.
- (c) An employee who has obtained the approval of the employer for dependants to accompany the employee during the period of relief or travelling will not be entitled to the concessions provided by this subclause.
- (d) When an employee is authorised by the employer to use their own motor vehicle to travel to the locality where the relief duty is being performed or when travelling on official business the employee will be reimbursed on the basis of one half of the appropriate rate prescribed by subclause 30.3 of Clause 30 – Motor Vehicle Allowance for the journey to the employee's residence for the weekend and the return to the place of relief duty. Provided that the maximum amount of reimbursement will not exceed the cost of the rail or bus fare by public

conveyance which otherwise would be utilised for such journey and payment will be made only to the owner of such vehicle.

- 23.4 When an employee has been authorised by the employer to use a government motor vehicle in connection with the relief duty or travelling on official business, the employee will be allowed to use that vehicle for the purpose of returning to their residence for the weekend.
- 23.5 An employee who does not use his or her own vehicle or a government motor vehicle as provided by subclause 23.3 and 23.4, will be reimbursed the cost of the fare by public conveyance by road or rail for the journey to and from the employee's residence for the weekend.
- 23.6 An employee who does not make use of the provision of this subclause will be paid travelling allowance or relieving allowance, as the case may require, in accordance with the provisions of Clause 22 – Travelling Allowance or Clause 28 – Relieving or Special Duty.
- 23.7 Employees who return to their residence for the weekend in accordance with the provisions of this subclause will not be entitled to the reimbursement of any expenses allowed by Clause 22 – Travelling Allowance or Clause 28 – Relieving or Special Duty during the period from the time when the employee returns to their residence to the time of departing from such residence to travel to resume duty at the place away from the residence.

#### **24. TRANSFER ALLOWANCE**

- 24.1 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 working days.
- 24.2 This clause will not apply to employees employed at Metropolitan locations.
- 24.3 The provisions of this clause will apply to an employee who transfers from a position in one locality to another position in a new locality provided that the:
- (a) classification of the new position is higher than the classification of their former position; or
  - (b) classification of the new position is the same or lower than the classification of their former position and the employee is changing their employment on account of illness over which the employee has no control or, if the employer initiates the transfer and/or considers the transfer of the employee to be in the interests of the employer;

and in both instances, the employee commences employment in the new employment with either the same employer or a new employer bound by this Agreement within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by the employer from whom the employee transferred or resigned, or, if no such payment has been made, within one working week of the day on which their resignation or transfer became effective.

- 24.4 Subject to subclauses 24.2, 24.3 and 24.6, an employee who is transferred to a new locality, will be paid at the rates prescribed in Column A, Item 4, 5 or 6 of Schedule 4 – Travelling, Transfers & Relieving Duty – Rates of Allowance for a period of 14 days after arrival at new headquarters within Western Australia or Column A, Items 7 and 8 of Schedule 4 – Travelling, Transfers & Relieving Duty – Rates of Allowance for a



period of 21 days after arrival at a new headquarters in another State of Australia. Provided that if an employee is required to travel on official business during the said periods, such period will be extended by the time spent in travelling. Under no circumstances, however, will the provisions of this subclause operate concurrently with those of Clause 22 – Travelling Allowance to permit an employee to be paid allowances in respect of both travelling and transfer expenses for the same period.

24.5 Prior to the payment of an allowance specified in subclause 24.4, the employer will:

- (a) require the employee to certify that permanent accommodation has not been arranged or is not available from the date of transfer. In the event that permanent accommodation is to be immediately available, no allowance is payable; and
- (b) require the employee to advise the employer that should permanent accommodation be arranged or become available within the prescribed allowance periods, the employee will refund the pro rata amount of the allowance for that period the occupancy in permanent accommodation takes place prior to the completion of the prescribed allowance periods.

Provided that, should an occupancy date which falls within the specified allowance periods be notified to the employer prior to the employee's transfer, the payment of a pro rata amount of the allowance should be made in lieu of the full amount.

24.6 If an employee is unable to obtain reasonable accommodation for the transfer of their home within the prescribed period referred to in subclause 24.4 and the employer is satisfied that the employee has taken all possible steps to secure reasonable accommodation, such employee will, after the expiration of the prescribed period, be paid in accordance with the rates prescribed by Column B, Items 4, 5, 6, 7 or 8 of Schedule 4 – Travelling, Transfers & Relieving Duty – Rates of Allowances as the case may require, until such time as the employee has secured reasonable accommodation. Provided that the period of reimbursement under this subclause will not exceed 77 days without the approval of the employer.

24.7 When it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by an employee on transfer, an appropriate rate of reimbursement will be determined by the employer.

24.8 An employee who is transferred to employer accommodation will not be entitled to reimbursement under this clause. Provided that:

- (a) Where entry into employer accommodation is delayed through circumstances beyond the employee's control an employee may, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the employee and dependants less a deduction for normal living expenses prescribed in Column A, Items 15 and 16 of Schedule 4 – Travelling, Transfers & Relieving Duty – Rates of Allowances; and
- (b) If any costs are incurred under subclause 24.10, they will be reimbursed by the employer.

24.9 Where an employee is transferred and incurs expenses in the areas referred to in subclause 24.10 as a result of that transfer, the employee will be granted a disturbance

allowance and will be reimbursed by the employer the actual expenditure incurred upon production of receipts or such other evidence as may be required.

24.10 The disturbance allowance will include the:

- (a) costs incurred for telephone installation at the employee's new residence, provided that the cost of telephone installation will be reimbursed only where a telephone was installed at the employee's former residence including employer accommodation;
- (b) costs incurred with the connection or reconnection of services to the employee's household including employer accommodation for water, gas or electricity; and
- (c) costs incurred with the redirection of mail to the employee's new residence for a period of no more than three months.

## **25. TRAVELLING TIME**

An employee who, in the course of their duties, is called upon to travel before the usual time for commencing or after the usual time for ceasing duty may, at the discretion of the employer, be granted time off in respect of such time or part of such time spent travelling.

## **26. REMOVAL ALLOWANCE**

26.1 This clause will not apply to employees employed at Metropolitan locations.

26.2 The provisions of this clause will apply to an employee who transfers from a position in one locality to another position in a new locality provided that:

- (a) the classification of the new position is higher than the classification of their former position; or
- (b) the classification of the new position is the same or lower than the classification of their former position and the employee is changing their employment on account of illness over which the employee has no control or, if the employer initiates the transfer and/or considers the transfer of the employee to be in the interests of the employer;

and in both instances, the employee commences employment in the new employment with either the same employer or a new employer bound by this Agreement within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by the employer from whom the employee transferred or resigned, or, if no such payment has been made, within one working week of the day on which their resignation or transfer became effective.

26.3 When an employee is transferred, the employee will be reimbursed:

- (a) the actual reasonable cost of conveyance of the employee and dependants;
- (b) the actual cost (including insurance) of the conveyance of an employee's household furniture effects and appliances up to a maximum volume of 45 cubic metres, provided that a larger volume may be approved by the employer in special cases;
- (c) an allowance of \$572.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport their furniture, effects and appliances. Provided that the employer is

- satisfied that the value of household furniture, effects and appliances moved by the employee is at least \$3,429.00; and
- (d) reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of \$184.00. Pets are defined as dogs, cats, birds or other domestic animals kept by the employee or the employee's dependants for the purpose of household enjoyment. Pets do not include domesticated livestock, native animals or equine animals.
- 26.4 An employee who is transferred solely at their own request or on account of misconduct must bear the whole cost of removal unless otherwise determined by the employer prior to removal.
- 26.5 An employee will be reimbursed the full freight charges necessarily incurred in respect of the removal of the employee's motor vehicle.
- 26.6 If an employee is authorised by the employer to travel to a new locality in the employee's own motor vehicle, reimbursement will be as follows:
- (a) Where the employee will be required to maintain a motor vehicle for use on official business at the new headquarters, reimbursement for the distance necessarily travelled will be on the basis of the appropriate rate prescribed by subclause 30.2 of Clause 30 – Motor Vehicle Allowance.
  - (b) Where the employee will not be required to maintain a motor vehicle for use on official business at the new headquarters reimbursement for the distance necessarily travelled will be on the basis of one half of the appropriate rate prescribed by subclause 30.3 of Clause 30 – Motor Vehicle Allowance.
  - (c) Where an employee or dependants or both have more than one vehicle, and all the vehicles are to be relocated to the new residence, the cost of transporting or driving up to two vehicles will be deemed to be part of the removal costs.
  - (d) Where only one vehicle is to be relocated to the new residence, the employee may choose to transport a trailer, boat or caravan in lieu of the second vehicle. The employee may be required to show evidence of ownership of the trailer, boat or caravan to be transported.
  - (e) If the employee tows the caravan, trailer or boat to the new residence, the additional rate per kilometre is to be 3.5 cents per kilometre for a caravan or boat and 2 cents per kilometre for a trailer.
- 26.7 The employee will, before removal is undertaken, obtain quotes from at least 2 carriers which will be submitted to the employer, who may authorise the acceptance of the more suitable. Provided that payment for a volume amount beyond 45 cubic metres by a department is not to occur without the prior written approval of the employer.
- 26.8 The employer may, in lieu of conveyance, authorise payment to compensate for any loss in any case where an employee, with prior approval of the employer, disposes of their household furniture effects and appliances instead of removing them to the new headquarters. Provided that such payments will not exceed the sum which would have been paid if the employee's household furniture effects and appliances had been removed by the cheapest method of transport available and the volume was 45 cubic metres.

- 26.9 Where an employee is transferred to government owned or private rental accommodation where furniture is provided and as a consequence the employee is obliged to store furniture, the employee will be reimbursed the actual cost of such storage up to a maximum allowance of \$1,065.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage for the value of the furniture stored. An allowance under this subclause will not be paid for a period in excess of 4 years without the approval of the employer.
- 26.10 Receipts must be produced for all sums claimed.
- 26.11 New employees will be entitled to receive the benefits of this clause if they are required by the employer to participate in any training course prior to being posted to their respective positions within WA Health. This entitlement will only be available to employees who have completed their training and who incur costs when moving to their first posting.
- (a) The employee will be reimbursed by the new employer:
- (i) the actual reasonable cost of conveyance for the employee and dependants;
  - (ii) the actual cost (including insurance) of the conveyance of an employee's household furniture, effects and appliances up to a maximum volume of 45 cubic metres, provided that a larger volume may be approved by the employer in special cases;
  - (iii) an allowance of \$572.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport furniture, effects and appliances. Provided that the employer is satisfied that the value of household furniture, effects and appliances moved by the employee is at least \$3,429.00; and
  - (iv) the reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of \$184.00. Pets are defined as dogs, cats, birds or other domestic animals kept by the employee or the employee's dependants for the purpose of household enjoyment. Pets do not include domesticated livestock, native animals or equine animals.
- 26.12 The employer may agree to provide removal assistance greater than specified in this Agreement and if in that event the employee to whom the benefit is granted elects to leave the position on a permanent basis within 12 months, the employer may require the employee to repay the additional removal assistance on a pro rata basis. Repayment can be deducted from any monies due to the employee.
- 26.13 For the purposes of subclause 26.12 the term, "elects to leave the position," means the employee freely chooses to leave the position in the ordinary course of promotion, transfer or resignation and this necessitates the employer obtaining a replacement employee.
- 26.14 The allowances prescribed in this clause will be varied in accordance with any movement in the equivalent allowances in the Public Service Award 1992.

## **27. PROPERTY ALLOWANCE**

- 27.1 This clause will not apply to employees employed at Metropolitan locations.

27.2 The provisions of this clause will apply to an employee who transfers from a position in one locality to another position in a new locality provided that:

- (a) the classification of the new position is higher than the classification of their former position; or
- (b) the classification of the new position is the same or lower than the classification of the former position and the employee is changing their employment on account of illness over which the employee has no control or, if the employer initiates the transfer or considers the transfer of the employee to be in the interests of the employer;

and in both instances, the employee commences employment in the new employment with either the same employer or a new employer bound by this Agreement within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by the employer from whom the employee transferred or resigned, or, if no such payment has been made, within one working week of the day on which their resignation or transfer became effective.

27.3 For the purposes of this clause the following expressions will have the following meanings:

- (a) “Agent” means a person carrying on business as a real estate agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.
- (b) “Dependant” in relation to an employee means:
  - (i) spouse including de facto partner;
  - (ii) child or children; or
  - (iii) other dependant family;

who resides with the employee and who relies on the employee for support.

- (c) “Expenses” in relation to an employee means all costs incurred by the employee in the following areas:
  - (i) legal fees paid to a solicitor, or in lieu thereof fees charged by a settlement agent, for professional costs incurred in respect of the sale or purchase, the maximum fee to be claimed will be as set out in the Solicitors Cost Determination for non contentious business matters made under section 275 of the *Legal Profession Act 2008* (WA);
  - (ii) disbursements duly paid to a solicitor or a settlement agent necessarily incurred in respect of the sale or purchase of the residence;
  - (iii) Real Estate Agent's Commission in accordance with that fixed by the Real Estate and Business Agents Supervisory Board, acting under section 61 of the *Real Estate and Business Agents Act 1978* (WA), duly paid to an agent for services rendered in the course of and incidental to the sale of the property. The maximum fee to be claimed will be 50% as set out under Items 1 or 2 - Sales by Private Treaty or Items 1 or 2 - Sales by Auction of the Maximum Remuneration Notice;
  - (iv) stamp duty;

- (v) fees paid to the Registrar of Titles or to the employee performing duties of a like nature and for the same purpose in another State or Territory of the Commonwealth;
  - (vi) expenses relating to the execution or discharge of a first mortgage; and
  - (vii) the amount of expenses reasonably incurred by the employee in advertising the residence for sale.
- (d) “Property” will mean a residence, as defined in this clause, including a block of land purchased for the purpose of erecting a residence on it, to the extent that it represents a normal urban block of land for the particular locality.
- (e) “Residence” includes any accommodation of a kind commonly known as a flat or a home unit that is, or is intended to be, a separate tenement including dwelling house, and the surrounding land, exclusive of any other commercial property, as would represent a normal urban block of land for the particular locality.
- (f) “Settlement Agent” means a person carrying on business as settlement agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under the law.
- (g) “Transfer” or “Transferred” means a permanent transfer or permanently transferred.
- 27.4 When an employee is transferred from one locality to another, the employee will be entitled to be paid a property allowance for reimbursement of expenses incurred by the employee:
- (a) in the sale of residence in the employee’s former locality, which, at the date on which the employee received notice of transfer to a new locality:
    - (i) the employee owned and occupied; or
    - (ii) the employee was purchasing under a contract of sale providing for vacant possession; or
    - (iii) the employee was constructing for the employee’s own permanent occupation, on completion of construction; and
  - (b) in the purchase of a residence or land for the purpose of erecting a residence on it for the employee’s own permanent occupation in the new locality.
- 27.5 An employee will be reimbursed such following expenses as are incurred in relation to the sale of a residence if:
- (a) the employee engaged an agent to sell the residence on the employee’s behalf – 50% of the amount of the commission paid to the agent in respect of the sale of the residence;
  - (b) a solicitor was engaged to act for the employee in connection with the sale of the residence – the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor in respect of the sale of the residence;
  - (c) the land on which the residence is created was subject to a first mortgage and that mortgage was discharged on the sale, then an employee will, if, in a case where a solicitor acted for the mortgagee in respect of the discharge of the mortgage and the employee is required to pay the amount of professional costs and

- disbursements necessarily incurred by the mortgagee in respect of the discharge of the mortgage, the amount so paid by the employee; and
- (d) the employee did not engage an agent to sell the residence on his or her behalf, the amount of the expenses reasonably incurred by the employee in advertising the residence for sale.
- 27.6 An employee will be reimbursed such following expenses as are incurred in relation to the purchase of a residence if:
- (a) a solicitor or settlement agent was engaged to act for the employee in connection with the purchase of the residence – the amount of the professional costs and disbursements necessarily incurred that are paid to the solicitor or settlement agent in respect of the purchase of the residence;
- (b) the employee mortgaged the land on which the residence was erected in conjunction with the purchase of the residence, then an employee will, if, in a case where a solicitor acted for the mortgagee and the employee is required to pay and has paid the amount of the professional costs and disbursements (including valuation fees but not a procuration fee payable in connection with the mortgage) necessarily incurred by the mortgagee in respect of the mortgage, the amount so paid by the employee; and
- (c) the employee did not engage a solicitor or settlement agent to act for the employee in connection with the purchase or such a mortgage, the amount of the expenses reasonably incurred by the employee in connection with the purchase or the mortgage, as the case may be, other than a procuration fee paid by the employee in connection with the mortgage.
- 27.7 An employee is not entitled to be paid a property allowance under subclause 27.6 unless the employee is entitled to be paid a property allowance under subclause 27.5, provided that the employer may approve the payment of a property allowance under subclause 27.6 to an employee who is not entitled to be paid a property allowance under subclause 27.5 if the employer is satisfied that it was necessary for the employee to purchase a residence or land for the purpose of erecting a residence on it in the employee's new locality because of the employee's transfer from the former locality.
- 27.8 For the purpose of this Agreement it is immaterial that the ownership, sale or purchase is carried out on behalf of an employee who owns solely, jointly or in common with:
- (a) the employee's partner; or
- (b) a dependant relative; or
- (c) the employee's partner and a dependant relative.
- 27.9 Where an employee sells or purchases a residence jointly or in common with another person, not being a person referred to in subclause 27.8, the employee will be paid only the proportion of the expenses for which the employee is responsible.
- 27.10 An application by an employee for a property allowance will be accompanied by evidence of the payment by the employee of the expenses, being evidence that is satisfactory to the employer.
- 27.11 Notwithstanding the foregoing provisions, an employee is not entitled to the payment of a property allowance:

- (a) in respect of a sale or purchase prescribed in subclause 27.5 and 27.6, which is effected:
  - (i) more than 12 months after the date on which the employee took up duty in the new locality; or
  - (ii) after the date on which the employee received notification of being transferred back to the former locality;

provided that the employer may, in exceptional circumstances, grant an extension of time for such period as is deemed reasonable.
- (b) Where the employee is transferred from one locality to another solely at the employee's own request or on account of misconduct.

27.12 Where there is a dispute or disagreement concerning:

- (a) the necessity to purchase a residence or land;
- (b) the amount of the disbursements necessarily incurred and duly paid by the employee;
- (c) the amount of expenses reasonably incurred by an employee when:
  - (i) an agent was not engaged to sell the dwelling/house on their behalf; or
  - (ii) a solicitor or settlement agent was not engaged to act on their behalf in connection with the purchase or a mortgage;

it will be deemed to be a dispute or disagreement and will be resolved in accordance with Clause 59 – Dispute Settlement Procedure.

## **28. RELIEVING OR SPECIAL DUTY**

28.1 An employee who is required to take up duty away from their usual headquarters on relief duty or to perform special duty, and necessarily resides temporarily away from their usual place of residence, will be reimbursed reasonable expenses in accordance with the provisions of this clause.

28.2 Where the employee:

- (a) is supplied with accommodation and meals free of charge; or
- (b) is accommodated at a Government institution, hostel or similar establishment and supplied with meals;

reimbursement will be in accordance with the rates prescribed in Column A, Items 1, 2 or 3 of Schedule 4 – Travelling, Transfers & Relieving Duty – Rates of Allowances.

28.3 Where the employee is fully responsible for their own accommodation, meals and incidental expenses and hotel or motel accommodation is utilised:

- (a) for the first 42 days after arrival at the new locality reimbursement will be in accordance with the rates prescribed in Column A, Items 4 to 8 of Schedule 4 – Travelling, Transfers & Relieving Duty – Rates of Allowances; and
- (b) for periods in excess of 42 days after arrival in the new locality reimbursement will be in accordance with the rates prescribed in Column B, Items 4 to 8 of Schedule 4 – Travelling, Transfers & Relieving Duty – Rates of Allowances for an employee with dependants (as defined) or Column C, Items 4 to 8 of Schedule



4 – Travelling, Transfers & Relieving Duty – Rates of Allowances for other employees. Provided that the period of reimbursement under this subclause will not exceed 49 days without the approval of the employer.

- 28.4 Where the employee is fully responsible for their own accommodation, meal and incidental expenses, and other than hotel or motel accommodation is utilised, reimbursement will be in accordance with the rates prescribed in Column A, Items 9, 10 or 11 of Schedule 4 – Travelling, Transfers & Relieving Duty – Rates of Allowances.
- 28.5 Reimbursement of expenses will not be suspended should an employee become ill whilst on relief duty, provided leave for the period of such illness is approved in accordance with Clause 37 – Personal Leave and the employee continues to incur accommodation, meal and incidental expenses.
- 28.6 When an employee who is required to relieve or perform special duties in accordance with subclause 28.1 is authorised by the employer to travel to the new locality in their own motor vehicle the employee will be reimbursed for the return journey as follows:
- (a) where the employee will be required to maintain a motor vehicle for the performance of the relieving or special duties, reimbursement will be in accordance with the appropriate rate prescribed by Clause 30 – Motor Vehicle Allowance; or
  - (b) where the employee will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement will be on the basis of one half of the appropriate rate prescribed by Clause 30 – Motor Vehicle Allowance. Provided that the maximum amount of reimbursement will not exceed the cost of the fare by public conveyance which otherwise would be utilised for such return duty.
- 28.7 Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, an appropriate rate of reimbursement will be determined by the employer. In the event of a dispute, the matter may be resolved in accordance with Clause 59 – Dispute Settlement Procedure.
- 28.8 The provisions of Clause 22 – Travelling Allowance will not operate concurrently with the provisions of this clause to permit an employee to be paid allowances in respect of both travelling and relieving expenses for the same period. Provided that where an employee is required to travel on official business which involves an overnight stay away from their temporary headquarters the employer may extend the periods specified in subclause 28.3 by the time spent in travelling.
- 28.9 An employee who is directed to relieve another employee or to perform special duty away from their usual headquarters and is not required to reside temporarily away from their usual place of residence will, if the employee is not in receipt of a higher duties allowance or special allowance for such work, be reimbursed the amount of additional fares paid by the employee in travelling by public transport to and from their place of temporary duty.

## **29. DISTRICT ALLOWANCE**

District allowances are payable in accordance with the terms of the District Allowance (Government Officers) General Agreement 2010 and any agreement that amends or replaces that Agreement to which the Union is a party.

### **30. MOTOR VEHICLE ALLOWANCE**

#### **30.1 Employees required to supply and maintain a vehicle**

- (a) An employee who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of their employment, and who is not in receipt of an allowance provided by subclause 30.5, will be reimbursed monthly in accordance with the appropriate rates set out in Schedule 5 – Motor Vehicle Allowance for journeys travelled on official business and approved by the employer or an authorised employee.
- (b) An employee who is reimbursed under the provisions of subclause 30.1 (a) will also be subject to the following conditions:
  - (i) For the purposes of subclause 30.1(a) an employee will be reimbursed with the appropriate rates set out in Schedule 5 – Motor Vehicle Allowance for the distance travelled from the employee’s residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.
  - (ii) Where an employee, in the course of a journey, travels through 2 or more separate areas, reimbursement will be made at the appropriate rate applicable to each of the areas traversed as set out in Schedule 5 – Motor Vehicle Allowance.
  - (iii) Where an employee does not travel in excess of 4,000 kilometres in a year an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual distance travelled and 4,000 kilometres will be paid to the employee. Provided that where the employee has less than 12 months qualifying service in the year, the 4,000 kilometre distance will be reduced on a pro rata basis and the allowance calculated accordingly.
  - (iv) Where a part time employee is eligible for the payment of an allowance under subclause 30.1(b)(iii) such allowance will be calculated on the proportion of total hours worked in that year by the employee to the annual standard hours had the employee been employed on a full time basis for the year.
  - (v) An employee who is required to supply and maintain a motor vehicle for use on official business is excused from this obligation in the event of the employee’s vehicle being stolen, consumed by fire, or suffering a major and unforeseen mechanical breakdown or accident, in which case all entitlement to reimbursement ceases while the employee is unable to provide the motor vehicle or a replacement.
  - (vi) It will be open to the employer or it’s representative to elect to waive the requirement that an employee supply and maintain a motor vehicle for use on official business, but 3 months written notice of the intention to do so will be given to the employee concerned.

### 30.2 Allowance for Employees Relieving Employees

- (a) Subject to subclause 30.1, an employee not required to supply and maintain a motor vehicle as a term of employment who is required to relieve an employee required to supply and maintain a motor vehicle as a term of their employment will be reimbursed all expenses incurred in accordance with the appropriate rates set out in Schedule 5 – Motor Vehicle Allowance for all journeys travelled on official business and approved by the employer or an authorised employee where the employee is required to use their vehicle on official business whilst carrying out the relief duties.
- (b) For the purposes of subclause 30.2(a), an employee will be reimbursed all expenses incurred in accordance with the appropriate rates set out in Schedule 5 – Motor Vehicle Allowance for the distance travelled from the employee's residence to place of duty and the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.
- (c) Where an employee, in the course of a journey travels through 2 or more separate areas, reimbursement will be made at the appropriate rate applicable to each of the areas traversed as set out in Schedule 5 – Motor Vehicle Allowance.
- (d) For the purposes of this subclause the allowance provided in subclause 30.1(b)(iii) and (iv) will not apply.

### 30.3 Other Employees Using Vehicle on Official Business

- (a) An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment but, when requested by the employer or an authorised employee, voluntarily consents to use the vehicle and who is not in receipt of an allowance provided by subclause 30.5 will, for journeys travelled on official business approved by the employer or an authorised employee be reimbursed all expenses incurred in accordance with the appropriate rates set out in subclauses (2) and (3) of Schedule 5 – Motor Vehicle Allowance.
- (b) For the purpose of subclause 30.3(a) an employee will not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and headquarters and the return distance from headquarters to residence.
- (c) Where an employee in the course of a journey travels through 2 or more separate areas, reimbursement will be made at the appropriate rate applicable to each of the areas traversed as set out in subclause (2) of Schedule 5 – Motor Vehicle Allowance.

### 30.4 Allowance for Towing Employer's Caravan or Trailer

In the cases where employees are required to tow the employer's caravan on official business, the additional rate will be 8 cents per kilometre. When the employer's trailer is towed on official business the additional rate will be 4 cents per kilometre.

### 30.5 Commuted Allowance

The employer may authorise a commuted amount for reimbursement of costs for motor

vehicles or any other conveyance belonging to an employee.

### 30.6 Increase of Inadequate Rates

The employer may increase the rates prescribed by this subclause in any case in which it is satisfied that they are inadequate.

### 30.7 In this clause the following expressions will have the following meanings:

- (a) “A year” means 12 months commencing on the first day of July and ending on the next following 30<sup>th</sup> day of June;
- (b) “South West Land Division” means the South West Land Division as defined by section 6 in Schedule 1 – Divisions of State of the *Land Administration Act 1997* (WA), excluding the area contained within the Metropolitan Area;
- (c) “Rest of the State” means that area south of 23.5 degrees south latitude, excluding the Metropolitan Area and the South West Land Division;
- (d) “Term of employment” means a requirement made known to the employee at the time of applying for the position by way of publication in the advertisement for the position, written advice to the employee contained in the offer for the position, or oral communication at interview by an interviewing employee and such requirement is accepted by the employee either in writing or orally.

### 30.8 The allowances in this clause will be varied in accordance with any movement in the equivalent allowances in the Public Service Award 1992.

## 31. PROTECTIVE CLOTHING AND UNIFORMS

### 31.1 Supply of Protective Clothing and Uniforms

- (a) The employer may supply and will require to be worn such protective clothing as is consistent with occupational health and safety obligations.
- (b) The employer may supply uniforms and require them to be worn at all times when considered necessary by the employer.
- (c) Subject to clause 31.3, protective clothing or uniforms supplied under subclause 31.1(a) or (b) will be laundered free of charge and remain the property of the employer.

### 31.2 When the employer requires a uniform to be worn, such uniform will be supplied in accordance with subclause 31.1(b) or an allowance will be paid to each employee required to wear a uniform. The amount of such allowance will be agreed upon between the employer and the Union, or, failing agreement, will be resolved in accordance with Clause 59 – Dispute Settlement Procedure.

### 31.3 Where the employer requires that a uniform is worn and the uniform is not laundered by the hospital, employees will be reimbursed a weekly allowance in accordance with the following table:

On and from 1 July 2016	On and from 1 July 2017
\$2.81	\$2.85

This allowance will be indexed in accordance with salary increases.

**32. MORTUARY STAFF ALLOWANCE**

32.1 The Mortuary Staff Allowance is paid to compensate employees employed as Mortuary staff in PathWest Laboratory Medicine WA for the following matters:

- (a) the disabilities involved in the handling of and autopsy work associated with decomposed, obnoxious, vermin infested or infected bodies; and
- (b) the need to perform work in refrigerated and other low temperature storage areas of a mortuary.

32.2 The allowance will be indexed in accordance with salary increases.

32.3 Annual Allowance Rate

Existing Rate	On and from 1 July 2016	On and from 1 July 2017
\$2,447	\$2,484	\$2,521

**33. AUTHORISED MENTAL HEALTH PRACTITIONER ALLOWANCE**

33.1 Where a Health Professional is required by the employer to perform the function of an Authorised Mental Health Practitioner as part of their position they will be paid the following annual allowance:

On and from 1 July 2016	On and from 1 July 2017
\$2,981	\$3,026

33.2 The allowance will be indexed in accordance with salary increases.

33.3 The allowance will be paid pro rata fortnightly including during periods of paid leave other than long service leave and paid parental leave.

33.4 In accordance with subclause 12.3 of clause 12 – Part Time Employment, part time employees will be paid the allowance in the proportion to which their hours bear to 76 hours per fortnight.

33.5 This clause only applies to Health Professional employees paid in accordance with subclause 17.5 and 17.6 of Clause 17 – Salaries and Payment, who are Authorised Mental Health Practitioners as defined in section 4 of the *Mental Health Act 2014* (WA) and meet the requirements of subclause 33.1.

33.6 If an employee ceases to meet the requirements of this clause they will no longer be entitled to payment of the allowance.

33.7 This clause does not apply to casual employees.

## **PART 6 – LEAVE**

### **34. ANNUAL LEAVE**

#### **34.1 General Entitlement**

- (a) Except as provided by this clause, a period of 4 consecutive weeks leave will be allowed to an employee by the employer after each period of 12 months continuous service with the employer.
- (b) In addition to the basic entitlement of 4 consecutive weeks leave an employee, other than a shift worker, will accrue an additional 3.5 days after each period of 12 months continuous service with the employer. This additional leave is in substitution for 17.5% annual leave loading.
- (c) Untaken additional leave in lieu of loading accrued pursuant to Agreements preceding this Agreement will be brought forward and treated as leave pursuant subclause 34.1(b).
- (d) The provisions of this clause do not apply to casual employees.

#### **Taking of Leave**

#### **34.2 Subject to the provisions of this clause, annual leave may be taken in hours, days or weeks by mutual agreement provided that:**

- (a) subject to the provisions of this Agreement no employee can be required to take a period of less than 4 consecutive weeks of leave;
- (b) an employee is expected to take annual leave in the year immediately following the anniversary date upon which the leave became due;
- (c) the scheduling of annual leave should be as a result of consultation between the employer and the employee;
- (d) if the employee refuses to enter into discussions in relation to the taking of annual leave, the employer may roster the employee off for a period of annual leave; and
- (e) The employer is not to refuse the employee taking, at any time suitable to the employee, any period of annual leave the entitlement to which accrued more than 12 months earlier. The employee is to give the employer at least 2 weeks notice of the period during which the employee intends to take their leave unless a lesser period is agreed between the employee and the employer.

#### **34.3 By mutual agreement, an employee may be allowed to take the annual leave prescribed by this clause before the completion of 12 months continuous service as prescribed by subclause 34.1.**

#### **34.4 More than two years of accumulated annual leave.**

- (a) An employee, who has accumulated in excess of two years annual leave entitlement and who has been advised accordingly by the employer, may be required to take sufficient leave prior to the next entitlement becoming due to ensure that their entitlement does not exceed two years entitlement.
- (b) When determining whether a part time employee has accrued in excess of two years annual leave entitlement, each year's accumulated leave will be calculated on the basis of average ordinary weekly hours worked over that year of service.

- 34.5 An employee who fails to take the leave as specified in subclause 34.4 may have any entitlements in excess of two years paid out at the current rate of pay, provided that the employee will be required to take at least two weeks leave in any anniversary year of employment.
- 34.6 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.
- 34.7 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.
- 34.8 Where the employer and employee agree, an employee who has an entitlement in excess of two years entitlement may be paid out their annual leave at their current rate of pay, rather than proceeding on annual leave, provided that the employee has proceeded on two weeks leave in that anniversary year of employment.

#### **Payment and Recording of Leave**

- 34.9 The employee will be paid for any period of annual leave prescribed by this clause at the base rate of salary, and in the case of shift workers that rate of salary will include the shift and weekend penalties the employee would have received had the employee not proceeded on annual leave. Where it is not possible to calculate the shift and weekend penalties the shift worker would have received, the employee will be paid at the rate of the average of such payments made each week over the four weeks prior to taking leave.
- 34.10 Annual leave accrual
- (a) Annual leave will accrue pro rata on a weekly basis and may be recorded as weeks, days or hours of leave accrued.
  - (b) If during any qualifying 12 monthly period, an employee leaves their employment or the employee's employment is terminated by the employer through no fault of the employee, the employee will be paid all pro rata annual leave accrued during that period.
  - (c) Subject to this Agreement, annual leave falls due upon the completion of each 12 months of service by the employee.
  - (d) If the services of an employee terminates and the employee has taken a period of leave in accordance with subclause 34.3 and if the period of leave so taken exceeds that which would become due pursuant to subclauses 34.10(a) and (b), the employee will be liable to pay the amount representing the difference between the amount received by the employee for the period of leave taken in accordance with subclause 34.3 and the amount which would have accrued in accordance with subclauses 34.10(a) and (b). The employer may deduct this amount from moneys due to the employee by reason of the other provisions of this Agreement at the time of termination.

#### **Additional Leave**

- 34.11 Shift workers who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes will accrue additional annual leave at full pay as follows:

- (a) where 35 ordinary shifts on such days have been worked, five days additional annual leave days;
- (b) where less than 35 ordinary shifts on such days have been worked, the shift worker will be entitled to have one additional day's leave for each seven ordinary shifts so worked, provided that the maximum additional leave will not exceed five additional annual leave days;

provided that employees in employment on 1 January 1978 who, because they were regularly rostered for work on Sundays and Public Holidays, were permitted an additional week's annual leave will continue to be entitled to that additional week notwithstanding that the entitlement arrived at by the application of subclause 34.11 is less than one week.

34.12 An employee stationed north of 26° South latitude will be entitled to one additional week of paid leave for each completed year of service in that area. Where the employer agrees an employee may access the leave on a pro rata basis without first having completed 12 months continuous service in the North West.

#### 34.13 Annual Leave Loading for Shift Workers

- (a) Notwithstanding any other provisions of this clause, shift workers when proceeding on annual leave, including accumulated annual leave, will be entitled to be paid whichever is the higher of:
  - (i) the shift and weekend penalties the employee would have received had the employee not proceeded on annual leave; or
  - (ii) an annual leave loading of 20% of base salary.
- (b) An employee may elect to convert the loading payable under subclause 34.13(a) to an additional four days annual leave. An election may be made once per anniversary year and no less than four weeks prior to the commencement of that year. The default in the absence of an election is payment in accordance with subclause 34.13(a).

34.14 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.

34.15 Notwithstanding any other provision of this clause, additional leave in lieu of loading, or the loading, will not apply to any leave accrued during any period for which the employee was receiving payment in lieu of leave loading.

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

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



- (c) In the absence of an election in writing provided by the employee, the leave will be paid on the basis upon which it accrued.

34.17 Notwithstanding the terms specified elsewhere in this Agreement, the leave options specified in subclauses 34.19 to 34.22 are available to employees.

34.18 To exercise one or more of the options specified in subclauses 34.19 to 34.22, an employee must make a written application, in the manner prescribed by the employer, and any arrangement will be entered into in writing.

#### 34.19 Purchased Leave

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

Number of Weeks Salary Spread Over 52 Weeks	Number of Weeks Purchased Leave
42 weeks	10 weeks
43 weeks	9 weeks
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- (b) Purchased leave will not accrue from one year to the next and the balance of purchased leave not taken will be paid out at the end of the accrual year. Provided that:
- (i) with the express approval of the Director General, accrual for more than one year may be agreed; and
  - (ii) an employee, when taking such accrued leave, will be paid at the rate at which the leave would otherwise have originally been paid out.
- (c) Both the agreement to “an arrangement” and the time at which the additional leave is taken will be dependent on the operational requirements of the department where the employee works at the particular time.
- (d) Unless otherwise agreed between the employee and the employer, an employee who enters into “an arrangement” does so in blocks of 12 months.
- (e) For the purposes of this subclause, and without limiting the meaning of the term, “operational requirements” may include the:
- (i) availability of suitable leave cover, if required;
  - (ii) cost implications;
  - (iii) impact on client/patient service requirements;
  - (iv) impact on the work of other employees; and/or

- (v) employee's existing leave liabilities.
- (f) The portion of the employee's salary to be forfeited will be calculated as a fortnightly amount and their fortnightly salary will be decreased by that amount for the duration of the arrangement.
- (g) All annual leave taken during the course of the arrangement will be paid at the reduced rate.
- (h) The additional leave will continue to accrue while the employee is on leave during the course of the arrangement.
- (i) The reduced salary will be used for all purposes during the course of the arrangement.
- (j) The additional leave will not attract leave loading.

#### 34.20 Double leave or double pay

- (a) Subject to operational requirements as defined in subclause 34.19(e), and with the agreement of the employer, an employee may elect to take:
  - (i) twice the period of any portion of their annual leave, including any time in lieu taken as leave, at half pay; or
  - (ii) half the period of any portion of their annual leave, including any time in lieu taken as leave, at double pay.

#### 34.21 Less leave, more pay, cashing out leave

- (a) Unless otherwise agreed by the employer, arrangements under this subclause will 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 leave, long service leave or a combination of annual and long service leave available to be taken in that year, the employee may choose to forfeit the accrual of one or two 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 will be used for all purposes during the course of the arrangement.
- (d) The employer and the employee may agree in writing that the employee may have part of their entitlement to accrued annual leave paid out at the rate at which the leave is payable at that time. Such agreement will not be unreasonably withheld.
- (e) There will be no limit on the amount of accrued leave that may be paid out pursuant to subclause 34.21(d), provided that the balance of leave entitlements will allow for a minimum of four weeks leave to be taken in the anniversary year in which the payment is made. Leave already taken during the anniversary year in which the payment is made may be counted towards the minimum four weeks leave requirement.

#### 34.22 Deferred Salary Scheme for 12 Months Leave

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

34.23 It is the responsibility of the employee to investigate the impact of any of the arrangements under this clause on their allowances, superannuation and taxation.

### **35. ANNUAL LEAVE TRAVEL CONCESSIONS**

#### 35.1 Employees stationed in remote areas

- (a) The travel concessions contained in the following table are provided to employees and their dependants when proceeding on annual leave from headquarters situated in District Allowance Areas 3, 5 and 6, and in that portion of Area 4 located north of 30° South latitude as provided for within Schedule 8 – Annual Leave Travel Concessions Map.

	Approved Mode of Travel	Travel Concession	Travelling Time
(i)	Air	Air fare for the employee, and their dependants	1 day each way
(ii)	Road	Full voluntary use of a motor vehicle allowance rate, but reimbursement not to exceed the cost of the return air fare for the employee and dependants, travelling in the motor vehicle.	On or North of 20° South Latitude - 2 and one half days each way. Remainder - 2 days each way.
(iii)	Air and Road	Full voluntary use of a motor vehicle allowance rate for car trip, but reimbursement not to exceed the cost of the return air fare for the employee. Air fares for dependants.	On or North of 20° South Latitude - 2 and one half days each way. Remainder - 2 days each way.

- (b) Employees are required to serve 12 continuous months in these areas before qualifying for travel concessions. However, employees' who have less than 12 months continuous service in these areas and who are required to proceed on annual leave to suit the employer's convenience will be allowed the concession. The concession may also be given to an employee who proceeds on annual leave before completing 12 continuous months service provided that the employee returns to the area to complete the 12 continuous months service at the expiration of the period of leave and should such employee not return or complete the required service the employer may recover the value of the concession provided.

### 35.2 Additional conditions

- (a) The employer will provide the concession by paying or reimbursing costs of annual leave travel for the employee and their dependants travelling with the employee up to the cost of the fully flexible Government rates or equivalent return economy airfares to Perth as at 1 July each year, inclusive of GST, for the employee and their dependants. Upon request, the employer will provide the Union with a schedule of the fares used for the purposes of this subclause.
- (b) Where an employee elects to use transport other than their own, the employer may require that the travel be booked through the employer and where the cost of the fare exceeds the maximum provided for in subclause 35.2 (a) the employer may require payment, or consignment of equivalent leave payments for the difference.
- (c) An employee travelling other than by air is entitled to payment of the travel concession calculated in accordance with this clause prior to the commencement of their leave.

- (d) Only one annual leave travel concession per employee or dependant per annum is available.
  - (e) For the purposes of determining eligibility for Annual Leave Travel Concession, a dependant will mean:
    - (i) a partner; and/or
    - (ii) any child who relies on the employee for their main financial support; who does not have an equivalent entitlement of any kind.
  - (f) For the purposes of the definitions at subclause 35.2 (e), a child will be considered to rely on the employee for their main financial support where that child is in receipt of income of less than half the annualised WA minimum adult wage as at 30 June of the immediate past financial year, excluding income from a disability support pension.
- 35.3 Travel concessions not utilised within 12 months of becoming due will lapse.
- 35.4 Part time employees are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week.
- 35.5 Travelling time will be calculated on a pro rata basis according to the number of hours worked.
- 34.6 Employees whose headquarters are located 240 kilometres or more from Perth  
Employees, other than those designated in subclause 35.1 and 35.7 whose headquarters are situated 240 kilometres or more from the Perth General Post Office and who travel to Perth for their annual leave may be granted by the employer reasonable travelling time to enable them to complete the return journey.
- 35.7 South East Travel Concessions
- (a) The provisions of this sub-clause apply to employees employed in the WA Country Health Service – Goldfields Region, Meekatharra, Cue, Mt Magnet and Sandstone, to the exclusion of any other entitlement under the clause.
  - (b) An employee will receive two days for travel each year and these must be attached to a period of leave.
  - (c) The additional leave entitlement will accrue fortnightly on a pro rata basis.
  - (d) In addition to the above leave, a train or bus fare, or where deemed appropriate, an airfare is payable, on application to the employer, to each employee and their eligible dependants every second anniversary year. This will be no more than the equivalent economy return train or bus fare to Perth that could be purchased by the employer.
  - (e) An entitlement to a travel concession will not accrue indefinitely. Accordingly, any unclaimed entitlement will lapse upon the next entitlement falling due.
  - (f) An employee who moves from one health service at which the allowance is payable to another health service at which the allowance is payable can carry over their entitlement to a travel concession. The amount claimable will be the rate applicable to the location they are employed at the time of taking the leave.

- 35.8 An employee may elect to utilise the cash value of their travel concession to assist in paying the cost for their partner and/or dependants to travel to them in the areas specified in subclauses 35.1(a) and 35.7(a).

### 36. PUBLIC HOLIDAYS

- 36.1 The following days or the days observed in lieu thereof will, subject as hereinafter provided, be allowed as holidays without deduction of pay, namely:

New Year's Day	Labour Day
Australia Day	Western Australia Day
Good Friday	Sovereign's Birthday
Easter Monday	Christmas Day
Anzac Day	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.

- 36.2 Where any of the days mentioned in subclause 36.1 falls on a Saturday or a Sunday the holiday will be observed on the next succeeding Monday. When Boxing Day falls on a Sunday or a Monday, the holiday will be observed on the next succeeding Tuesday. For shift workers only, where Christmas Day falls on a Saturday or a Sunday the following will apply:
- (a) The 25th December Christmas Day Holiday will be observed on 25th December and paid at the rate of double time and a half or, if the employer agrees, be paid at the rate of time and a half and a day off in lieu be taken on a day mutually acceptable to the employer and the employee.
  - (b) Where Boxing Day falls on a Sunday it will be observed on the next succeeding Monday and where 26th December Boxing Day falls on a Monday it will be observed on that day.
  - (c) There will be no substitute holiday for shift workers for the 25th December Christmas Day holiday, which falls on a Saturday or Sunday, provided that where Christmas Day falls on a Saturday or a Sunday;
    - (i) full time and part time shift workers who are rostered and work on both the 25th December (Christmas Day) and Christmas Day falls on a;
      - (A) Saturday, the next succeeding Tuesday is to be paid 150% for time worked on the Tuesday; and
      - (B) Sunday, the next succeeding Tuesday is to be paid 175% for time worked on the Tuesday.
    - (ii) part time shift workers whose contracted hours of work include the Tuesday next succeeding Christmas Day, but not Christmas Day, will be entitled to such Tuesday as a Public Holiday.

- 36.3 (a) When any of the days observed as a holiday in this clause fall during a period of annual leave, the holiday or holidays will 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 falls on a day when a shift worker is rostered off duty and the shift worker has not been required to work on that day, the employee will:
- (i) be paid as it were an ordinary working day; or
- (ii) 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 employee.
- 36.4 (a) Any employee, subject to subclause 36.4(b), who is required to work on the day observed as a public holiday will 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 accrue the hours worked as time off in lieu which is to be taken at a time mutually acceptable to the employer and the employee.
- (b) (i) An employee who is instructed by their employer to hold themselves on-call in accordance with the provisions of subclause 15.9 of Clause 15 – Overtime, on a day observed as a public holiday during the normal hours of labour or the ordinary hours in the case of a shift worker, will be allowed to observe that holiday on a day mutually acceptable to the employer and the employee.
- (ii) An employee who is on-call in accordance with subclause 15.9 of Clause 15 – Overtime, during the period specified in subclause 36.4(b) (i) will be paid for any time worked at the rate of time and one half in accordance with the provisions of subclause 15.10 of Clause 15 – Overtime.
- (c) An employee who is required to work on a public holiday outside of the hours referred to in subclause 36.4(a) hereof will be paid in accordance with subclause 15.2(b) of Clause 15 – Overtime.
- 36.5 Casual employees required to work on a public holiday will be paid at the base rate, plus casual loading, plus 50% of the base rate, for the ordinary hours worked on that day.

## **37. PERSONAL LEAVE**

### **Introduction**

- 37.1 The intention of Personal Leave is to give employees and employers greater flexibility by providing paid leave for a variety of personal purposes. Personal leave replaces sick, carers and short leave.
- 37.2 Personal leave will be paid at the base rate of pay provided that, when personal leave is taken for the purposes of:
- (a) illness or injury (sick leave); or
- (b) to be the primary care giver of a member of the employee's family or household who requires care and support for an illness, injury or unexpected emergency affecting the member of the employee's family or household (carer's leave);

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

- 37.3 Personal leave is not for circumstances normally met by other forms of leave.
- 37.4 This clause does not apply to casual employees.
- 37.5 An employee employed on a fixed-term contract for a period of 12 months or more will be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract for a period less than 12 months will be credited on a pro rata basis for the period of the contract.
- 37.6 A part time employee will be entitled to the same personal leave credits as a full time employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.

#### **Entitlement**

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

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

- 37.8 Where employees access personal leave, it will be deducted from their non-cumulative entitlement in the first instance.
- 37.9 In the year of accrual the 114 hours personal leave entitlement may be accessed for illness or injury, carer leave, unanticipated matters or planned matters in accordance with the provisions of this clause. Additionally:
- (i) on completion of each year of accrual any unused personal leave from that year up to a maximum of 98.8 hours will be cumulative and added to personal leave accumulated from previous years; and
  - (ii) unused non-cumulative leave will be lost on completion of each anniversary year.
- 37.10 Whilst employees are able to access personal leave in accordance with subclause 37.24, access must be consistent with the *Minimum Conditions of Employment Act 1993* (WA).
- 37.11 In accordance with the *Minimum Conditions of Employment Act 1993* (WA) entitlement to paid sick leave, in an anniversary year the number of hours the employee is entitled to use for the purposes of carer's leave is up to 76 hours of this entitlement.
- 37.12 Notwithstanding subclause 37.11, access to carers leave is not limited to up to 76 hours per anniversary year, where the employee has accumulated personal leave credits in excess of 76 hours.
- 37.13 Personal leave will not be debited for public holidays, which the employee would have observed.
- 37.14 Personal leave may be taken on an hourly basis.



**Variation of ordinary working hours**

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

**Reconciliation**

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

**Access**

- 37.21 An employee is unable to access personal leave while on any period of:
- (i) parental leave;
  - (ii) leave without pay; or
  - (iii) annual or long service leave, except as provided for in subclauses 37.33 and 37.34 (Re-crediting Leave).
- 37.22 If an employee has exhausted all accrued personal leave, the employer may allow an employee, who has at least 12 months service, to anticipate up to 38 hours personal leave from next year's credit. If the employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the employer, calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of the employee.
- 37.23 In exceptional circumstances the employer may approve the conversion of an employee's personal leave credits to half pay to cover an absence on personal leave due to illness or injury.

**Application for Personal Leave**

- 37.24 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause 37.7 the employer may grant personal leave in the following circumstances:

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

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

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

37.27 Where practicable, the employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work will be provided.

#### **Evidence**

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

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

37.30 Personal leave will not be granted where an employee is absent from duty because of personal illness attributable to the employee's serious and wilful misconduct in the course of the employee's employment.

37.31 Where the employer has reasonable grounds to doubt the cause of an employee's illness, the employer may require the employee to submit to a medical examination by a medical practitioner of the employer's choice, which the employee must attend. Where it is reported that the absence is because of illness caused by the serious and wilful misconduct of the employee in the course of their employment, or the employee fails without reasonable cause to attend the medical examination, the fee for the examination must be deducted from the employee's salary and personal leave will not be granted.

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

**Re-crediting Annual Leave**

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

**Re-crediting Long Service Leave**

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

**Personal Leave Without Pay Whilst Ill or Injured**

- 37.35 Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The employer will not unreasonably withhold this leave.
- 37.36 Personal leave without pay not exceeding a period of three months in a continuous absence, does not affect salary increment dates, anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of 3 months is excised from qualifying service.
- 37.37 Personal leave without pay is not available to employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in subclause 37.24(b), (c) or (d). However, other forms of leave including leave without pay may be available.

**Other Conditions**

- 37.38 Where an employee who has been retired from the Public Sector on medical grounds resumes duty in the Public Sector, personal leave credits at the date of retirement will be reinstated. This provision does not apply to an employee who has resigned from the Public Sector and is subsequently reappointed.
- 37.39 Unused personal leave will not be cashed out or paid out when an employee ceases their employment.

**Workers' Compensation**

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

**Portability**

- 37.41 The employer will credit a new employee with additional personal leave credits up to the balance held at the date that employee ceased previous employment provided that:
- (a) immediately prior to commencing employment in WA Health, the employee was employed in the service of:
    - (i) the WA Public Sector; or
    - (ii) any other State or Territory of Australia where there is reciprocity of recognition and transfer of leave entitlements; or
    - (iii) the Commonwealth Government of Australia where there is reciprocity of recognition and transfer of leave entitlements; and
  - (b) the employee's employment with WA Health commenced no later than one week after ceasing previous employment; and
  - (c) the personal leave credited will be no greater than that which would have applied had the entitlement accumulated whilst employed in the Public Sector.
- 37.42 The maximum break in employment permitted by subclause 37.41(b) may be varied by the approval of the employer, provided that where employment with WA Health commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous employer.

**Travelling time for Regional Employees**

- 37.43 Subject to the evidentiary requirements set out in subclauses 37.28 to 37.32, a regional employee who requires medical attention at a medical facility in Western Australia located 240 km or more from their workplace will be granted paid travel time undertaken during the employee's ordinary working hours up to a maximum of 38 hours per annum.
- 37.44 The employer may approve additional paid travel time to a medical facility in Western Australia where the employee can demonstrate to the satisfaction of the employer that more travel time is warranted.
- 37.45 The provisions of subclauses 37.43 and 37.44 are not available to employees whilst on leave without pay or personal leave without pay.
- 37.46 The provisions of subclauses 37.43 and 37.44 apply as follows:
- (a) An employee employed on a fixed term contract for a period greater than 12 months, will be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
  - (b) An employee employed on a fixed term contract for a period less than 12 months will be credited with the same entitlement on a pro-rata basis for the period of employment.
  - (c) A part-time employee will be entitled to the same entitlement as a full time employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
  - (d) The provisions do not apply to casual employees.

### **Unpaid Carer's Leave**

- 37.47 An employee is entitled to up to two days unpaid leave on any occasion that the employee needs to take carer's leave due to an illness, injury or unexpected emergency of the employee's family or household member. This unpaid leave can be taken by casual employees or when the employee has utilised all paid leave entitlements. Applications for additional unpaid leave will be considered in accordance with Clause 38 – Leave Without Pay.

### **38. LEAVE WITHOUT PAY**

- 38.1 Subject to the provisions of subclause 38.2, the employer may grant an employee leave without pay for any period and is responsible for that employee on their return.
- 38.2 Every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:
- (a) the work of the employer is not inconvenienced; and
  - (b) all other leave credits of the employee are exhausted.
- 38.3 An employee on a fixed term appointment may not be granted leave without pay for any period beyond that employee's approved period of engagement.
- 38.4 Leave Without Pay for Full Time Study
- (a) The employer may grant an employee leave without pay to undertake full time study, subject to a yearly review of satisfactory performance.
  - (b) Leave without pay for this purpose will not count as qualifying service for leave purposes.
- 38.5 Leave Without Pay for Australian Institute of Sport Scholarships
- Subject to the provisions of subclause 38.2, the employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay.

### **39. BEREAVEMENT LEAVE**

- 39.1 Employees, including casual employees, will on the death of:
- (a) the partner or de facto partner of the employee;
  - (b) the child or stepchild or grandchild of the employee (including an adult child, stepchild or grandchild);
  - (c) the parent, stepparent or grandparent of the employee;
  - (d) the brother, sister, stepbrother or stepsister; or
  - (e) any other person who at or immediately before that person's death, lived with the employee as a member of the employee's family;

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

- 39.2 The two days bereavement leave need not be consecutive.

- 39.3 Bereavement leave is not to be taken during any other period of leave.
- 39.4 Payment of such leave may be subject to the employee providing evidence, if so requested by the employer, of the death or relationship to the deceased that would satisfy a reasonable person.
- 39.5 An employee requiring more than two days bereavement leave in order to travel interstate or overseas in the event of the death interstate or overseas of a member of the employee's immediate family will, upon providing adequate proof, be granted up to two days of accrued annual leave or accrued long service leave or accrued flexitime/flexible hours or accrued time in lieu or any combination thereof, for bereavement leave purposes. If all of these categories of accrued leave are exhausted then leave without pay will be granted.

#### **Travelling time for Regional Employees**

- 39.6 Subject to prior approval from the employer, which will not be unreasonably withheld, an employee entitled to Bereavement Leave and who as a result of such bereavement travels to a location within Western Australia that is more than 240 km from their workplace, will be granted paid time off for the travel period undertaken in the employee's ordinary working hours up to a maximum of 15.2 hours per bereavement.
- 39.7 The employer may approve additional paid travel time within Western Australia where the employee can demonstrate to the satisfaction of the employer that more than two days travel time is warranted.
- 39.8 The provisions of this clause are not available to employees whilst on leave without pay or sick leave without pay.
- 39.9 The provisions of subclauses 39.6 and 39.7, apply as follows.
- (a) An employee employed on a fixed term contract for a period greater than 12 months, will be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
  - (b) An employee employed on a fixed term contract for a period less than 12 months will be credited with the same entitlement on a pro rata basis for the period of employment.
  - (c) A part time employee will be entitled to the same entitlement as a full time employee for the period of employment, but on a pro rata basis according to the number of ordinary hours worked each fortnight.
  - (d) For casual employees, the provisions apply to the extent of their agreed working arrangements.

#### **40. LONG SERVICE LEAVE**

- 40.1 An employee will be entitled to 13 weeks long service leave, taken in one continuous period and paid at the base rate of pay, on the completion of 10 years of continuous service and an additional 13 weeks paid long service leave for each subsequent period of 7 years of completed continuous service.
- 40.2 Notwithstanding subclause 40.1, upon application by an employee, the employer may approve an employee clearing:
- (a) Any accrued entitlement to long service leave in minimum periods of one day.

- (b) Double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on normal pay or half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on normal pay.
  - (c) Any portion of their long service leave entitlement on normal pay or double such period on half pay or half such period on double pay.
  - (d) A lesser period of long service leave calculated by converting the part time service to equivalent full time service where 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.
- 40.3 Any public 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 an extra day in lieu will not be granted.
- 40.4 An employee will clear their entitlement to long service leave at the convenience of the employer within three years of it falling due. Provided that the employer may approve the accumulation of long service leave not exceeding 26 weeks.
- 40.5 Recognition of Prior Service
- (a) An employee who:
    - (i) at or before the registration of this Agreement was employed by WA Health, and has completed 15 years continuous service within the Western Australian Public Sector; or
    - (ii) commenced employment with WA Health after the registration of this Agreement and has completed at least 15 years continuous service within WA Health;may, by agreement with the employer, take pro rata long service leave provided that the employee has completed at least three years continuous service with the health service immediately prior to taking this leave.
  - (b) An employee who resigns from their employment with WA Health and who:
    - (i) at or before the registration of this Agreement was employed by WA Health, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
    - (ii) commenced employment with WA Health after the registration of this Agreement and has completed at least 15 years continuous service within the Western Australian Government Health Services;will, in addition to any accrued long service leave be paid pro rata long service leave, provided that the employee has completed at least three years continuous service with the employer immediately prior to their resignation.
- 40.6 Accessing Long Service Leave within seven years of preservation age
- (a) In the case of employees who are within seven years of their preservation age under Western Australian Government superannuation arrangements, the following will apply by agreement with the employer;

- (i) Employees under a 10 year accrual basis, may access pro rata long service leave at the rate of 6.5 days per completed 12 month period of continuous service.
    - (ii) Employees under a seven year accrual basis may access pro rata long service leave at the rate of 9.28 days per completed 12 month period of continuous service.
  - (b) Pro rata long service leave taken under this subclause will only be taken as paid leave. It will not be paid out on termination or as payment in lieu of the leave.
  - (c) Employees taking advantage of this leave may clear it in minimum periods of one day by agreement with the employer.
- 40.7 Where an employee has been redeployed at the direction of a Western Australian Public Sector employer, three years continuous service for the purposes of subclause 40.5 will be calculated including the service with such previous employer or employers.
- 40.8 Subject to subclause 40.10, an employee who resigns having not qualified to be paid pro rata long service leave in accordance with subclause 40.5 will be entitled to payment for accrued long service leave only.
- 40.9 An employee who is dismissed:
- (a) will not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of the offence or serious breach of discipline for which the employee is dismissed.
  - (b) through no fault of their own and who having completed at least 15 years continuous service, and having completed at least three years continuous service with WA Health immediately prior to dismissal will, in addition to any accrued long service leave, be paid pro rata long service leave.
- 40.10 (a) If the employment of an employee ends before they have completed the first or further qualifying periods in accordance with subclause 40.1, payment in lieu of long service leave proportionate to the employee's length of service will not be made unless the employee:
- (i) retires at or over the age of 55 years;
  - (ii) retires on the grounds of ill health and the employee has completed not less than 12 months continuous service before the date of retirement;
  - (iii) is retired by the employer for any other cause and the employee has completed not less than three years continuous service before the date of retirement; or
  - (iv) dies and the employee has completed not less than 12 months continuous service before the date of death.
- (b) In the case of a deceased employee, payment will be made to the estate of the employee unless the employee is survived by a legal dependant approved by the employer, in which case payment will be made to the legal dependant.
- 40.11 A calculation of the amount due for long service leave accrued and for pro rata long service leave will be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment will exceed the equivalent of 12 months' salary.



40.12 Subject to the provisions of subclauses 40.4, 40.8, 40.9, 40.10 and 40.13, the service of an employee will not be deemed to have been broken:

- (a) by resignation, where the employee resigned from the employment of an employer a party to the Agreement and commenced with another employer a party to the Agreement within one working week of the expiration of any period for which payment in lieu of leave or public holidays has been made by an employer party to the Agreement from whom the employee resigned or, if no such payment has been made, within one working week of the day on which their resignation became effective; or
- (b) by any absence approved by the employer as leave whether with or without pay.

40.13 The expression “continuous service” in this clause includes any period during which an employee is absent on pay or part pay, from their duties with any employer party to the Agreement, provided that it 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; and
- (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 or serious breach of discipline 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.

40.14 Portability

- (a) Where an employee was, immediately prior to being employed by WA Health, employed in the service of: The Commonwealth of Australia; or any other State or Territory Government of Australia; or any West Australian Public Sector employer, and the period between the date when the employee ceased previous employment and the date of commencing employment with the employer does not exceed one week, provided also that there is an equivalent reciprocal arrangement with that other jurisdiction that recognises service, that employee will 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 with WA Health, will be calculated in accordance with the provisions that applied to the previous employment referred to. However, 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 will be deducted from any long service leave to which the employee may become entitled under this clause.
  - (ii) The balance of the long service leave entitlement of the employee will be calculated upon appointment by the employer in accordance with the provisions of this clause.
- (b) Nothing in this clause confers or will be deemed to confer on any employee previously employed by the Commonwealth or by any other State or Territory Government 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 WA Health.

- 40.15 The maximum break in employment permitted by subclause 40.14(a) may be varied by the approval of the employer, provided that where employment with WA Health commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous employer.
- 40.15 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.
- 40.16 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, will not be counted as service for the purpose of determining any future entitlement to long service leave.
- 40.17 No employee is to undertake during long service leave, without the written approval of the employer, any form of employment for hire or reward.
- 40.18 An employee found to have undertaken any form of employment for hire or reward during a period of long service leave without the written approval of the employer will be liable for disciplinary action which may include the termination of the employee's employment.

#### **41. PARENTAL LEAVE**

41.1 For the purpose of this clause, the following definitions apply:

- (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 stepchild of the employee or of the partner of the employee or child who has previously lived continuously with the employee for a period of six months or more.
- (b) "Employee" includes full time employees, part time employees, permanent employees, fixed term contract employees up until the end of their contract period, and "eligible" casual employees.
- (c) "Eligible casual employee" means a casual employee that:
- (i) has been engaged on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
  - (ii) but for an expected birth of a child to the employee or the employee's partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.
- (d) Without limiting subclause 41.1(c), an "eligible casual employee" is also taken to mean an employee that:
- (i) was engaged on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than 12 months; and
  - (ii) at the end of the first period of employment, the employee ceased, on the employer's initiative, to be so engaged by the employer; and

- (iii) the employer later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the second period of employment) that started not more than three months after the end of the first period of employment; and
  - (iv) the combined length of the first period of employment and the second period of employment is at least 12 months; and
  - (v) the employee, but for an expected birth of a child to the employee or the employee's partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement on a regular and systematic basis.
- (e) "Primary care giver" is the employee who will assume the principal role for the care and attention of a child/children. The employer may require confirmation of primary care giver status.

#### 41.2 Basic entitlement

- (a) Employees are entitled to 52 weeks parental leave in relation to the birth or adoption of their child.
- (b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
  - (i) an unbroken period of one week at the time of the birth of the child, which may be increased to a maximum of eight weeks with the employers approval;
  - (ii) an unbroken period of up to three weeks at the time of adoption/placement of the child, which may be increased to a maximum of eight weeks with the employers approval; or
  - (iii) where the employer agrees.
- (c) The increased leave prescribed by subclause 41.2(b) may be taken in separate periods, but, unless the employer agrees otherwise, each period must not be shorter than two weeks.
- (d) The period of leave prescribed by subclause 41.2(b) must be concluded within 12 months of the birth or placement of the child.
- (e) In order to demonstrate to the employer that, subject to subclause 41.2(b), only one parent will be off on parental leave at a time an employee will, when applying for parental leave, provide the employer with a statutory declaration stating particulars of any period of parental leave sought or taken by his or her partner.
- (f) Subject to available credits, the leave prescribed by subclause 41.2(b) may be taken as:
  - (i) paid personal leave, to a maximum of one week;
  - (ii) paid annual and/or long service leave;
  - (iii) time off in lieu of overtime and/or time accrued under a flexible working hours arrangement; and/or

- (iv) unpaid leave.
- (g) Except as otherwise provided by this Agreement or by legislation, parental leave is unpaid.
- (h) An employee is eligible, without concluding their current period of parental leave and resuming duty, for subsequent periods of parental leave, including paid parental leave.

#### 41.3 Birth of a child

The provisions of this subclause apply to a pregnant employee.

- (a) The employee will provide to the employer at least 10 weeks in advance of the expected date of birth:
  - (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of birth; and
  - (ii) written notification of the date on which she proposes to commence parental leave and the period of leave to be taken.
- (b) Subject to subclause 41.3(c), the period of unpaid parental leave may commence up to six weeks prior to the expected date of birth of the child or earlier if the employer and employee so agree, but must not start later than the birth of the child.
- (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, after 20 weeks, the pregnancy of an employee terminates other than by the birth of a living child, the entitlement to paid parental leave remains intact.
- (e) Where the pregnancy of an employee terminates earlier than 20 weeks, other than by the birth of a living child, the employee will be eligible for paid personal leave, and such period of unpaid leave as a registered medical practitioner certifies as necessary. At the request of the employee and with the agreement of the employer, other paid leave may be substituted for the period of unpaid leave.
- (f) Where leave is granted under subclause 41.3(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.
- (g) Where the pregnancy of an employee then on parental leave terminates other than by the birth of a living child, it will be the right of the employee to resume work at a time nominated by the employer which will not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.
- (h) Where an employee then on parental leave suffers illness related to her pregnancy, she may take such paid personal leave as to which she is then entitled and such further unpaid leave (to be known as special parental leave) as a registered medical practitioner certifies as necessary before her return to work

provided that the aggregate of paid personal leave, special parental leave and parental leave will not exceed 12 months.

- (i) Where:
- (i) the birth mother is incapacitated following the birth of the child; or
  - (ii) at or following the birth, the child dies at or is hospitalised;
  - (iii) or both;

an employee's entitlement to paid parental leave remains intact notwithstanding that the employee or the employee's partner is not providing principal care to the child.

#### 41.4 Adoption of a child

- (a) The employee will notify the employer at least 10 weeks in advance of the date of commencement of parental leave and the period of leave to be taken. An employee may commence parental leave prior to providing such notice where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) The employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (c) The employer will 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.

#### 41.5 Partner leave

An employee will provide to the employer, at least 10 weeks prior to each proposed period of parental leave:

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

#### 41.6 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 41.7.

#### 41.7 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 will be notified at least four weeks prior to the commencement of the changed arrangements.

#### 41.8 Parental leave and other entitlements

- (a) An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which the employee has accrued, such as annual leave, long service leave, and TOIL or other time off entitlements accrued under flexible working arrangements, subject to the total amount of leave not exceeding 52 weeks.
- (b) An employee is entitled to apply for leave without pay following parental leave to extend their leave by up to two years.
- (c) Approval for leave without pay, which may not be unreasonably withheld, is required for such extension and approval will be subject to all other available leave entitlements being exhausted.

#### 41.9 Transfer to a safe job

- (a) If the employee gives her employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the employee is fit to work, but that it is not advisable for her to continue in her present position for a stated period because of:
  - (i) illness, or risks, arising out of her pregnancy; or
  - (ii) hazards connected with that position; thenthe employer must modify the duties of the position or alternatively transfer the employee to a safe job at the same classification level for the period during which she is unable to continue in her present position.
- (b) If it is not reasonably practicable to modify the duties of the position or transfer the employee to a safe job, the employee is entitled to paid leave for the period during which she is unable to continue in her present position.
- (c) An entitlement to paid leave provided in subclause 41.9(b) is in addition to any other leave entitlement the employee has and the employee is to be paid the amount the employee would reasonably have expected to be paid if the employee had worked during that period.
- (d) An entitlement to paid leave provided in subclause 41.9(b) ends at the earliest of:
  - (i) the end of the period stated in the medical certificate;
  - (ii) if the employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or
  - (iii) if the employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

#### 41.10 Temporary reduction in hours during pregnancy

- (a) Where an employee is pregnant, and has a medical certificate advising that it would be preferable for the employee to reduce their working hours, the employee may enter into an agreement in writing, to work reduced hours at any time up to the commencement of the parental leave.
- (b) An employee who enters into an agreement to reduce their hours will be entitled to paid parental leave, calculated on the basis of the hours worked immediately prior to entering into the reduced hours agreement.
- (c) The work to be performed part time need not be the work performed by the employee in her former position.

#### 41.11 Communication during Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer will take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the location, status or responsibility level of the position the employee held before commencing parental leave; and
  - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the location, status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee will take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to return to work on a part time basis.
- (c) The employee will also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause 41.11(a).

#### 41.12 Returning to work after a period of parental leave

- (a) An employee will confirm the intention to return to work by notice in writing to the employer not less than 4 weeks prior to the expiration of parental leave.
- (b) An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave.
- (c) Where the employee was transferred to a safe job or proceeded on leave as provided for in subclause 41.9(b), the employee is entitled to return to the position occupied immediately prior to the commencement of leave.
- (d) An employee may return on a part time or job-sharing basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level.

- (e) An employee may return to work on a modified basis, which may involve the employee working:
  - (i) on different days;
  - (ii) at different times
  - (iii) on fewer days;
  - (iv) for fewer hours;or any combination thereof, than the employee worked immediately before starting parental leave.
- (f) Subject to the employer's approval, an employee who has returned on a part time or modified basis may revert to how the employee worked immediately before starting parental leave or full time work at the same classification level within two years of the recommencement of work.
- (g) The employer will only refuse such a request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include:
  - (i) cost;
  - (ii) lack of an adequate replacement employee;
  - (iii) loss of efficiency; and
  - (iv) the impact on customer service.
- (h) An employee who believes their request has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.
- (i) Employer Requirement to Revert
  - (i) If, on finishing parental leave, an employee has returned to work on a modified basis in accordance with clause 41.12(e) the employer may subsequently require the employee to resume working on the same basis as the employee worked immediately before starting parental leave.
  - (ii) A requirement can be made under clause 41.12(i)(i) only if:
    - (A) The requirement is made on grounds that the employee continuing to work on a modified basis would have an adverse effect on the conduct of the operations or business of the employer and the reasonableness of those grounds would satisfy a reasonable person; or
    - (B) The employee no longer has a pre-school child or a child who falls within the compulsory education period as defined in section 6 of the *School Education Act 1999*.

#### 41.13 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.



41.14 Notwithstanding any agreement or other provision to the contrary:

- (a) absence on parental leave will not break the continuity of service of an employee, but will not be taken into account in calculating the period of service for any purpose of 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, will not break the continuity of service or employment.

41.15 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 will not count as service for the purposes of any other provision of this Agreement, and will not break the continuity of employment of such an employee nor change the employee's employment status in regard to their substantive employment.
- (b) An employee will 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 will be employed at a level commensurate to the level of the available casual position.

41.16 Special Temporary Employment

- (a) For the purposes of this subclause, “temporary” means employment of an intermittent nature; for a limited, specified period; and undertaken during unpaid parental leave or extended unpaid parental leave.
- (b) Notwithstanding any other provision of this clause, an employee may be employed by their employer on a temporary basis provided that:
  - (i) both parties agree in writing to the special temporary employment;
  - (ii) in the case of a fixed term contract employee, the period of the special temporary employment is within the period of the current fixed term contract;
  - (iii) any such period of service will not change the employee's employment status in regard to their substantive employment; and
  - (iv) any period of special temporary employment will count as qualifying service for all purposes.

41.17 Paid parental leave

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

- (a) An employee, other than an eligible casual employee, who is the primary care giver, and who has completed 12 months continuous service in the Western Australian Public Sector, will be entitled 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, to paid parental leave of 14 weeks, which will form part of the 52 week entitlement provided in subclause 41.2 (a).

- (b) A pregnant employee can commence the period of paid parental leave any time from six weeks before the expected date of birth.
- (c) An employee may take the paid parental leave specified by subclause 41.17(a) at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
- (d) An employee who takes paid parental leave on half pay does not accrue Agreement or other entitlements beyond those that would have accrued had they taken the leave at full pay.
- (e) For the purposes of this subclause “Continuous service” means service under an unbroken contract of employment or contiguous contacts of employment and includes any period of:
  - (i) leave taken in accordance with this clause;
  - (ii) part time employment worked in accordance with this Agreement; and
  - (iii) leave or absence authorised by the employer.
- (f) Only one period of paid parental leave is available for each birth or adoption.
- (g) Contract employees paid parental leave cannot continue beyond the expiry date of their contract.
- (h)
  - (i) Paid parental leave will be paid at base rates and subject to subclause 41.17(h)(ii) and (iii) will not include the payment of any form of allowance or penalty payment.
  - (ii) An employee in receipt of a higher duties allowance for a continuous period of 12 months or more immediately prior to commencing paid parental leave, is to continue to receive the higher duties allowance for the first four weeks of paid parental leave.
  - (iii) An employee who is entitled to be paid higher duties allowance in accordance with subclause 41.17(h)(ii) and elects to take paid parental leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks only.
  - (iv) Notwithstanding this subclause, parental leave may be paid either before or after any other paid leave taken during a period of parental leave.
- (i) Absence on paid parental leave counts as qualifying service for the purpose of accruing entitlements to personal leave, annual leave and long service leave.
- (j) The employer may request evidence of primary care giver status.
- (k) Payment for a part time employee is to be determined according to an average of the hours worked by the employee over the preceding 12 months, or their ordinary working hours at the time of commencement of parental leave, whichever is greater.
- (l) Where an employee is on a period of half pay parental leave and their employment is terminated through no fault of the employee, the employee will be paid out any period of unused paid parental leave equivalent to the period of leave the employee would have accessed had they been on full pay parental leave when their termination occurred.

- (m) An employee eligible for a subsequent period of paid parental leave as provided for under subclause 41.2(h) will be paid the parental leave as follows:
  - (i) According to the employee's status, classification and ordinary working hours at the time of commencing the original period of paid parental leave; and
  - (ii) Not affected by any period of Special Temporary Employment or Special Casual Employment undertaken in accordance with subclause 41.16.
- (n) Subject to the provisions of this subclause, all other provisions of this clause apply to employees on paid parental leave.
- (o) An eligible casual employee has no entitlement to paid leave under this clause with the exception of the entitlement to paid leave as provided under subclause 41.9(b). Nothing in this clause confers a change in the employment status of a casual employee.
- (p) Service by an eligible casual employee for a Western Australian Public Sector employer will count as service for the purposes of determining 12 months continuous service as per clause 41.17(a) where:
  - (i) the eligible casual employee has become a permanent or fixed term contract employee with the employer; and
  - (ii) the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than 3 months.

#### 41.18 Application of entitlement to unpaid parental leave to grandparents

Where this clause grants an entitlement of unpaid parental leave to a parent or stepparent, the entitlement will also be available to a grandparent under the same terms and conditions, subject to:

- (a) A maximum period of up to 52 weeks continuous unpaid leave which may commence any time within 24 months following the birth or placement of the employee's grandchild.
- (b) An employee is only entitled to grandparental leave if they are or will be the primary care giver:
  - (i) of a grandchild of the employee; or
  - (ii) upon adoption of a grandchild of the employee, being a child who is not the grandchild or grand-stepchild of the employee under the age of five and has not lived continuously with its adoptive parents for six months or longer.
- (c) Determination of primary care giver status will be made by reference to the provision of care during what would be the employee's ordinary hours of work had the employee not been providing care to their grandchild; and
- (d) An employer may require an employee to provide confirmation of their primary care giver status. Where an employer requires an employee to confirm their status as the primary care giver of a grandchild, the employee is to provide the employer with evidence that would satisfy a reasonable person of the entitlement to unpaid grandparental leave.

**42. DONOR LEAVE****42.1 Blood or Plasma Donation**

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

**42.2 Organ or Tissue Donation**

- (a) Subject to the production of appropriate evidence, an employee will be entitled to up to 6 weeks paid leave at the base rate of pay for the purpose of donating an organ or body tissue.
- (b) Provided that where this paid leave is not sufficient and upon the production of a medical certificate, an employee may access their accrued personal leave or other paid leave in order to cover their absence in addition to the entitlement in 42.2(a).

**43. STUDY LEAVE**

43.1 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.

**43.2 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. Such time off will be paid at the base rate of pay.
- (b) Part time employees are entitled to study leave on the same basis as full time employees.
- (c) Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken, in remote locations lacking the required educational facilities. The maximum annual amount is the five hours multiplied by the number of weeks in the academic year at the educational institution.
- (d) Time off with pay may be granted up to a maximum of five hours per week including travelling time, for attending to the work involved in an approved higher education course by research where the work is undertaken during normal working hours.
- (e) Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed in subclause 43.2(c).
- (f) External students based in remote locations, who are obliged to attend educational institutions for compulsory sessions during vacation periods, may be granted time off with pay, including travelling time, up to the maximum annual amount specified in subclause 43.2 (c).
- (g) Employees will be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

- (h) In every case the approval of time off to attend lectures and tutorials will be subject to:
  - (i) departmental convenience;
  - (ii) the course being undertaken on a part time basis;
  - (iii) employees undertaking an acceptable formal study load in their own time;
  - (iv) employees making satisfactory progress with their studies; and
  - (v) the course being relevant to the employee's career in the Health Service and being of value to the State.
- (i) A service agreement or bond will not be required.
- (j) Where an employee is granted time off for study leave, the individual's work load will be taken into consideration during periods when the employee is taking study leave.

#### 43.3 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.

#### 43.4 Approved Courses

- (a) The following are approved courses:
  - (i) first degree courses at the University of Western Australia, Murdoch University, Curtin University of Technology, Edith Cowan University, and University of Notre Dame Australia, or other approved University;
  - (ii) Diploma courses at Technical and Further Education (TAFE) institutions;
  - (iii) two year full time Certificate courses at TAFE; and
  - (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 subclause 43.4(d), employees are not eligible for study assistance if they already possess one of the qualifications specified in subclauses 43.4(a)(i) and (ii).
- (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 subclause 43.4(a)(i). An employee who has completed a two year fulltime Certificate through TAFE is eligible for study assistance to undertake a Diploma course specified in subclause 43.4(a)(iii) or a degree or Associate Diploma course specified in subclause 43.4(a)(i) or (ii).

- (d) Assistance towards additional qualifications including second or higher degrees may be granted in special cases such as a graduate embarking on a postgraduate 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.
- 43.5 (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 postgraduate 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 flexitime, 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 will not be granted more than five hours time off at the base rate of pay per week except in exceptional circumstances where the employer may decide otherwise.
- (g) Time off at the base rate of pay for those who have failed a unit or units may be considered for one repeat year only.
- 43.6 Subject to the provisions of subclause 43.7, the employer may grant an employee full time study leave with pay to undertake:
- (a) postgraduate 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.
- 43.7 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 43.2 to 43.6 and Clause 38 – Leave Without Pay;

- (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; and
  - (g) a temporary employee may not be granted study leave with pay for any period beyond that employee's approved period of engagement.
- 43.8 Full time study leave at the base rate of pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.
- 43.9 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.
- 43.10 Where an employer supports recipients of coveted awards and fellowships by providing study leave at the base rate of pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, and allowance for books, accommodation or a contribution towards accommodation.
- 43.11 Where recipients are in receipt of a living allowance, this amount should be deducted from the employee's salary for that period.
- 43.12 Where study leave at the base rate of pay is approved and the employer also supports the payment of transit costs and/or an accommodation allowance, approval for the transit and accommodation costs is required in accordance with current Public Sector Policies and Procedures.
- 43.13 Where employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave at the base rate of pay may be approved by the employer together with some local transit and accommodation expenses providing it meets the requirements of subclause 43.7. Each case is to be considered on its merits.
- 43.14 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.

#### **44. EMERGENCY SERVICES LEAVE**

- 44.1 Subject to operational requirements, and in order to allow for attendance at emergencies as declared by the recognised authority, a paid leave of absence at full pay will be granted by the employer to an employee who is an active volunteer member of the:
- (a) State Emergency Service Units;
  - (b) St John Ambulance Brigade;
  - (c) Volunteer Fire and Rescue Service Brigades;
  - (d) Volunteer Marine Rescue Services Groups; or

- (e) any other volunteer emergency organisation recognised by the employer.
- 44.2 The employer will be advised as soon as possible by the employee, the emergency service, or another person as to the absence and, where possible, the expected duration of the absence.
- 44.3 The employee must complete a leave of absence form immediately upon return to work.
- 44.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.
- 44.5 An employee, who during the course of an emergency, volunteers their services to an emergency organisation, will comply with subclauses 44.2, 44.3 and 44.4.

#### **45. DEFENCE FORCE RESERVES LEAVE**

- 45.1 The employer must grant leave of absence for the purpose of Defence service to an employee who is a volunteer member of the Defence Force Reserves (Reserves) or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- 45.2 The leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- 45.3 An application for leave of absence for attendance for Defence service must be accompanied by evidence of the necessity for the attendance. At the expiration of the granted leave of absence, the employee will provide a certificate of attendance to the employer.
- 45.4 Paid leave

An employee, who is a volunteer member of the Reserves or the Cadet Force, is entitled to be paid for a leave of absence for Defence service, subject to the following conditions:

  - (a) part time employees will receive the same paid leave entitlement as full time employees but payment will only be made for those hours that would normally have been worked but for the leave;
  - (b) on written application, an employee will be paid salary in advance when proceeding on such leave;
  - (c) casual employees are not entitled to paid leave for the purpose of Defence service;
  - (d) Reservists are entitled to four weeks paid leave per annum for the purposes of Defence service;
  - (e) Reservists in their first year of Defence service are entitled to an additional two weeks for the purposes of recruitment and/or initial training; and
  - (f) contracts of employment and continuity of service of civilian employment are unbroken during periods of ordinary Defence service and accruals towards all employment entitlements will continue.
- 45.5 Unpaid leave
  - (a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in subclause 45.4 will be unpaid.



- (b) Casual employees are entitled to unpaid leave for the purpose of Defence service.

#### 45.6 Use of other leave

- (a) An employee may elect to use annual or long service leave credits or both for some or all of their absence on Defence service, in which case they will be treated in all respects as if on normal paid leave.
- (b) The employer cannot compel an employee to use annual leave or long service leave for the purpose of Defence service.

### 46. INTERNATIONAL SPORTING EVENTS LEAVE

46.1 Special leave at the base rate of pay may be granted by the employer to an employee chosen to represent Australia as a competitor or official, at a sporting event, which meets the following criteria:

- (a) it is a recognised international amateur sport of national significance; or
- (b) it is a world or international regional competition;

and no contribution to remuneration is made by the sporting organisation towards the salary of the employee.

46.2 The employer will make enquiries with the Department of Sport and Recreation on:

- (a) whether the application meets the above criteria; and
- (b) the period of leave to be granted.

### 47. WITNESS AND JURY SERVICE

#### 47.1 Witness

- (a) An employee subpoenaed or called, as a witness to give evidence in any proceeding will as soon as practicable notify the employer.
- (b) Where an employee is subpoenaed or called as a witness to give evidence in an official capacity that employee will be granted by the employer leave of absence with full pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the employer. The employee is not entitled to retain any witness fee but will pay all fees received into the Consolidated Revenue Fund. The receipt for such payment with a voucher showing the amount of fees received will be forwarded to the employer.
- (c) An employee subpoenaed or called as a witness to give evidence in an official capacity will, in the event of non-payment of the proper witness fees or travelling expenses, as soon as practicable after the default, notify the employer.
- (d) An employee subpoenaed or called, as a witness on behalf of the Crown and not in an official capacity, will be granted leave with full pay. If the employee is on any form of paid leave, this leave will not be reinstated as such witness service is viewed by the employer to be part of the employee's civic duty. The employee is not entitled to retain any witness fees but will pay all fees received into the Consolidated Revenue Fund.

- (e) An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses 47.1(b) and (d) will be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with the Agreement provisions.

#### 47.2 Jury

- (a) An employee required to serve on a jury will, as soon as practicable after being summoned to serve, notify the employer.
- (b) An employee required to attend for jury service will be granted by the employer leave of absence with full pay, but only for such period as is required to enable the employee to carry out their duties as a juror.
- (c) An employee granted leave as prescribed in subclause 47.2(b) is not entitled to retain any juror's fees but will pay all fees received into the Consolidated Revenue Fund. The receipt for such payment will be forwarded with a voucher showing the amount of juror's fees received to the employer.

### **48. FAMILY AND DOMESTIC VIOLENCE**

48.1 The Employer is committed to providing support to employees who experience Family and Domestic Violence.

48.2 For the purpose of this clause, “Family and Domestic Violence” means any violent, threatening or other abusive behaviour towards an employee by a member of their family or household.

48.3 Employees who require time away from the workplace to attend medical appointments, legal proceedings and other matters of a compassionate or pressing nature related to Family and Domestic Violence may access leave in accordance with this clause.

48.4 An employee may access the following forms of leave to attend to matters related to Family and Domestic Violence, subject to approval and available credits:

- (a) personal leave in accordance with Clause 37 – Personal Leave;
- (b) annual leave in accordance with Clause 34 – Annual Leave;
- (c) long service leave in accordance with Clause 40 – Long Service Leave; and
- (d) time off in lieu of overtime in accordance with subclause 15.4 of Clause 15 – Overtime.

48.5 In addition to the above, subject to the approval of the employer, the employee may access the following forms of leave to attend to matters related to Family and Domestic Violence:

- (a) personal leave without pay in accordance with Clause 37 – Personal Leave; and
- (b) leave without pay in accordance with Clause 38 – Leave Without Pay.

- 48.6 The employer may require the employee to provide reasonable evidence in support of an application for leave related to Family and Domestic Violence. Reasonable evidence may include a document issued by the police, a court, a health professional or counsellor.
- 48.7 The employer will take reasonable steps to ensure any information or documentation provided by the employee regarding Family and Domestic Violence is kept confidential.
- 48.8 No documentation relating to the employee's Family and Domestic Violence will be kept on the employee's personnel file.
- 48.9 In addition to the granting of leave, the employer will consider all reasonable requests to modify an employee's working arrangements or contact details where the request would provide support to an employee experiencing Family and Domestic Violence.

#### **49. CULTURAL/CEREMONIAL LEAVE**

- 49.1 Leave for cultural and ceremonial purposes will be available to all employees.
- 49.2 Such leave will include leave to meet the employee's customs, traditional law, and to participate in cultural and ceremonial activities.
- 49.3 Employees are entitled to time off without loss of pay for cultural and ceremonial purposes, subject to the employer's agreement and sufficient leave credits being available to the employee.
- 49.4 The employer will assess each application for leave for ceremonial or cultural purposes on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- 49.5 The employer may request evidence that would satisfy a reasonable person of the legitimate need for the employee to be allowed time off.
- 49.6 Leave for cultural and ceremonial purposes may be taken as whole or part days off. Each day or part day will be deducted from any one, or combination of, the following:
- (a) the employee's annual leave entitlements;
  - (b) the employee's accrued long service leave entitlements, but in full days only;
  - (c) flexitime; or
  - (d) time in lieu;
- as nominated by the employee.
- 49.7 Time off without pay may be granted by arrangement between the employer and the employee for cultural and ceremonial purposes.

## **PART 7 – CHANGE MANAGEMENT**

### **50. SKILLS ACQUISITION, TRAINING AND EMPLOYEE DEVELOPMENT**

50.1 This clause is to be read in conjunction with Clause 53 – Mobility.

50.2 Classification by Skill Level

- (a) The parties to this Agreement may determine the appropriate range of skills applicable to each classification of position.
- (b) Each employee will be paid the salary rate specified for a classification level defined in accordance with subclause 50.2(a).
- (c) Where the employee is required to apply skills which in total or in part correspond to the skills required of a higher classification than that under which they are usually paid, the employee will receive the rate of pay corresponding to that higher classification in accordance with Clause 21 – Higher Duties.
- (d) The level of skills possessed by each employee will be determined by training standards, certification and experience in accordance with subclauses 50.3 and 50.4.
- (e) For the purposes of this clause “Experience” means skills gained in an industry or occupation or away from work and which are recognised within the classification structure.

50.3 Training Standards

- (a) Where relevant training standards have been developed by the relevant statutory training authority, those standards will be adopted in respect of matters relating to training in the industries and classifications covered by this Agreement.
- (b) Where training standards have not been developed by the relevant statutory training authority, the parties to this Agreement may establish the standards to be adopted with respect of matters relating to training in the industries and classifications covered by this Agreement.
- (c) For the purpose of this clause “Training Standards” will include, but not be limited to, the following:
  - (i) the standards and competencies of skills required for each classification;
  - (ii) curricula development;
  - (iii) training courses;
  - (iv) articulation and accreditation requirements for both on and off the job training; and
  - (v) on the job training guidelines.

50.4 Training Standards, Vocational Education and Accreditation

All training and vocational education for the purpose of imparting skills corresponding to the classification structure of this Agreement will be:

- (a) consistent with the training standards established in accordance with subclause 50.3;

- (b) of a form which is recognised for the purpose of attainment or contributory towards the attainment of an accredited vocational educational qualification; and
- (c) accredited by the relevant statutory training authority.

50.5 It is agreed that skills acquisition, training and employee development should:

- (a) not impose unreasonable difficulties, out of pocket expenses, or otherwise impact adversely on employees; and
- (b) subject to the provisions of this clause and as far as practicable, be voluntary.

50.6 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 will be at no expense to the employee.
- (c) An employee will not unreasonably refuse to participate in any course of study where the subject matter is relevant to the current or emerging operational 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 the employee may be required to:
  - (i) provide evidence to the employer of attendance and satisfactory progress with studies; and
  - (ii) 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 provided that the employer may require the employee to make up the hours or the employer may grant unpaid leave for such purpose.

50.7 Multi-skilling

- (a) Where multi-skilling is to be introduced, employees agree that they will assist in the introduction of this policy on the following basis:
  - (i) Job Rotation
    - (A) The employer and employee will mutually negotiate the decisions.
    - (B) The period of time for any job rotation cycle is defined.
    - (C) 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

- (A) Decisions are mutually agreed by the employee and their supervisor.
  - (B) The purpose, progression and outcomes from the enlargement/enrichment process are clearly defined.
  - (C) Where possible, the period of time is defined.
  - (D) The employee will be formally notified of the agreed duties and these are commensurate with the substantive classification of the employee.
  - (E) The employee will be 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 service and the career development of the employee.
  - (c) While as far as practicable participation in multi-skilling will be voluntary, where, subject to the considerations set out in this clause, the employee unreasonably refuses a multi-skilling opportunity, the employer may direct the employee to undertake the placement.
  - (d) For the purposes of subclause 50.7(c), “unreasonably” is defined as an employee who can be seen to be damaging their own employment by refusing to multi-skill and the employer can demonstrate significant operational need for the employee to be multi-skilled.

#### 50.8 Employee Development Program

- (a) Where due to the number of nominations for an employee development program a quota is necessary, selection for participation will be transparent and on merit.
- (b) All reasonable expenses incurred by an employee arising out of participation in an employee development program will, subject to the presentation of adequate proof, be reimbursed by the employer.

#### 50.9 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 will be paid for:

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

#### 50.10 Professional Development Leave: Health Professionals

- (a) This subclause will apply to employees paid in accordance with subclause 17.5 of Clause 17 – Salaries and Payment.
- (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 will be entitled to 16 hours paid Professional Development Leave per year.
- (c) The Professional Development Leave will:
  - (i) be available at the commencement of each year;
  - (ii) not be cumulative from year to year;
  - (iii) not be converted to a payment;
  - (iv) be available for any developmental activity that is relevant to the work of the employee, as agreed with the employer; and
  - (v) 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.

#### 50.11 Professional Development Leave: other than Health Professionals

Employees who maintain a professional registration which is relevant but not mandatory for their position may be granted paid or unpaid time off to attend formal professional development training. The granting of time off in accordance with this subclause is at the discretion of the employer.

#### 50.12 Formal Part time or Full time Post Secondary Study

The provisions of this clause will not diminish the rights of employees who undertake formal post secondary study in an approved course.

### **51. ATTRACTION, RETENTION AND UNMET NEEDS**

- 51.1 The purpose of this clause is to address attraction and retention difficulties, particularly those leading to unmet service needs or reduced services or both, by the most appropriate means available, in an open and transparent manner.
- 51.2 Attraction, retention 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.
- 51.3 Strategies for addressing an identified difficulty may include but will not be limited to any one or a combination of:
  - (a) salary allowance;
  - (b) removal allowance;
  - (c) travel assistance;
  - (d) study assistance;
  - (e) family assistance;
  - (f) education assistance;
  - (g) professional development training and support;

- (h) mentoring; and
  - (i) professional supervision.
- 51.4 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 a number of callings.
- 51.5 Where it is agreed that an identified difficulty or difficulties is to be addressed, and strategies for addressing the difficulty or difficulties are agreed, the proposal will be put forward to the employing or approval authority for decision and or implementation as the case may be.
- 51.6 (a) Any change arising out of this clause will, with appropriate modifications, be introduced in accordance with the provisions of Clause 54 – Consultation/Introduction of Change.
- (b) Any dispute arising out of the application of this clause may be addressed in accordance with the provisions of Clause 59 – Dispute Settlement Procedure.

## **52. WORKLOAD MANAGEMENT**

- 52.1 The employer is committed to addressing workload management issues and taking reasonable steps to ensure that employees are allocated sustainable workloads and are not required to work excessive or unreasonable hours.
- 52.2 Where an employee believes they have an excessive or unreasonable workload, this should be raised with their immediate supervisor in the first instance. If the workload issue is not resolved within a reasonable period of time, the matter should be escalated in accordance with Clause 59 – Dispute Resolution Procedure.

## **53. MOBILITY**

- 53.1 Mobility generally
- (a) Employees are not appointed exclusively to an individual Hospital and Health Service site of the employer.
  - (b) In order for the employer to provide appropriate levels of healthcare to the public of Western Australia it is necessary to have a workforce which is mobile and that, when managed properly, mobility has the potential to improve the employment security, career opportunity and development, and work-life balance of employees.
  - (c) While as far as practicable a transfer will be under mutually agreed terms, subject to the considerations and principles set out in this clause, an employee may not unreasonably refuse a temporary or permanent transfer.
  - (d) Subclauses 53.1, 53.2 and 53.3 apply to all employees irrespective of work location within Western Australia.
- 53.2 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 job;
- (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 job;
- (f) the classification level and relevant opportunity costs to the employee;
- (g) the temporary or permanent nature of the transfer;
- (h) the duration of the transfer; and
- (i) operational need and the primacy of clinical service delivery outcomes in the transfer of employees.

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.

53.3 Any decision to transfer an employee must be transparent and capable of being reviewed pursuant to Clause 59 – Dispute Settlement Procedure. The provisions of subclause 59.3(b) will not be applied in regard to a temporary transfer of five days or less implemented pursuant to subclause 53.5.

#### 53.4 Temporary transfer generally

An employee may, from time to time and with reasonable notice, be temporarily transferred from a position at one metropolitan facility to a position at another metropolitan facility, to do a job which has a classification the same or comparable to the classification of the employee, provided that the:

- (a) period of time is defined;
- (b) employee is provided with reasonable orientation and training;
- (c) employee is formally notified of the duties of the job;
- (d) duties are commensurate with the substantive classification of the employee; and
- (e) duties are within the competency of the employee.

#### 53.5 Temporary transfer to provide immediate essential cover

Notwithstanding any other provision of this clause, in the event of an unplanned absence giving rise to an operational requirement to cover a position for up to five days the employer may direct an employee, who is reasonably able to transfer, to provide immediate essential cover and to do so without notice.

#### 53.6 Temporary transfer cost of travel

- (a) An employee who is temporarily transferred to another metropolitan facility will be paid the difference between the fares actually and reasonably incurred in travelling to and from the alternate workplace and the fares normally paid by the employee in travelling to and from the usual workplace. A motor vehicle use allowance is not payable.
- (b) If an employee who is temporarily transferred to another metropolitan facility is required to travel from their usual workplace to the alternate workplace and then to return to their usual workplace:

- (i) travelling time will be within the employee's rostered shift; and
- (ii) the employer will provide transport; or
- (iii) where the employer agrees that the employee may use their own transport, the employee will be paid the voluntary use of a motor vehicle allowance.

#### 53.7 Permanent Transfer

An employee may, from time to time and with reasonable notice, be transferred from a position at one metropolitan facility to a position at another metropolitan facility to do on a permanent basis a job which has a classification the same or comparable to the classification of the employee, provided that the:

- (a) employee is provided with reasonable orientation and training;
- (b) employee is formally notified of the duties of the job;
- (c) duties are commensurate with the substantive classification of the employee; and
- (d) duties are within the competency of the employee.

#### 53.8 Notice of transfer

For the purposes of this clause:

- (a) 2 weeks' notice of a temporary transfer to another facility for a period of more than 5 days and up to 13 weeks;
  - (b) 4 weeks' notice of a temporary transfer to another facility for a period of greater than 13 weeks;
  - (c) 4 weeks' notice of a transfer to another facility on a permanent basis;
- is reasonable provided that alternative periods of notice may be mutually agreed.

### **54. CONSULTATION/INTRODUCTION OF CHANGE**

#### 54.1 For the purposes of this clause:

- (a) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; significant changes in workload and/or excessive workload; the need for retraining or transfer of employees to other work or locations and restructuring of jobs. Where the Agreement makes provision for alteration of any of the matters referred to in this subclause, an alteration will be deemed not to have significant effect unless specified.
- (b) "Consultation" will mean information sharing and opportunity for discussion on matters relevant to the respective proposed changes and will be conducted in such a way as to enable the Union and employees to contribute to the decision making process. The process of consultation will be as agreed between the parties from time to time and may include the establishment of Change Liaison Groups, 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.

#### 54.2 Requirement to notify and consult where change is proposed

The parties are committed to engaging constructively in improving the business performance and working environment in WA Health. 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 WA Health and agree as follows:

- (a) where the employer proposes to make changes likely to significantly affect existing practices, working conditions or employment prospects of employees, the Union and employees affected will be notified by the employer; and
- (b) consultation with employees will occur on proposed changes that will impact directly on the employees.

#### 54.3 Obligation to notify and consult where a definite decision has been made

- (a) Where the employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer will notify the employees who may be affected by the proposed changes and the Union.
- (b) The employer will consult with the employees affected and the Union, among other things, the introduction of the changes referred to in this subclause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and will give prompt consideration to matters raised by the employees or the Union in relation to the changes or both.
- (c) The consultation will commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in subclause 54.3(a).
- (d) For the purposes of such consultation, the employer will provide to the employees concerned and the Union all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The employer will not be required to disclose confidential information the disclosure of which would be contrary to employer's interests.

### **55. REGIONAL TRAINING AND DEVELOPMENT**

55.1 The parties are committed to providing effective workforce management practices and opportunities to employees employed in regional areas.

55.2 For the purposes of this clause:

- (a) "Training" includes, but is not limited to the provision of approved, formal instruction by an agency representative or an external provider to one or more employees in order to assist them to undertake a particular role or function, or to enhance their personal skills, knowledge or abilities;
- (b) "Development" is the opportunity for an employee to gain on-the-job experience and skills by working in a position other than the employee's substantive position. Development opportunities include, but are not limited to:
  - (i) performance of duties at a higher classification level (Acting);

- (ii) secondment to another employer at the employee's substantive classification level or at a higher classification level; or
- (iii) temporary deployment within the employer at the employee's substantive classification level but where the duties differ from those of the employee's substantive position.

55.3 The employer will:

- (a) ensure that regional employees are, as far as reasonably practicable, provided with access to training and development opportunities having regard to the employer's operational requirements and opportunities provided to metropolitan based employees;
- (b) ensure that regional employees are offered job related training opportunities within their local area or by agreement, in another location. The employer will cover all costs associated with the training activity;
- (c) cover costs to the extent of the provisions of Clause 23 – Weekend Absence from Residence and Clause 28 – Relieving or Special Duty, where the employer initiated development opportunities are provided away from the employee's home base; and
- (d) ensure that registered redeployees located in regional areas are provided career transitional support, including ongoing professional development opportunities.

## **PART 8 – UNION REPRESENTATIVES**

### **56. WORKPLACE DELEGATES**

- 56.1 The employer recognises the right of the HSUWA to organise and represent its members.
- 56.2 As representatives of the HSUWA, workplace delegates have a legitimate role and function in assisting the HSUWA in the tasks of recruiting members, communicating with those members, representing their interests and providing them with relevant HSUWA information.
- 56.3 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 will refer any such issue that arises to the appropriate representative.
- 56.4 The employer will recognise 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.
- 56.5 The number of workplace delegates is to be agreed between the employer and the HSUWA, taking into consideration the circumstances of the Hospital/Health Service and operational requirements. Where agreement is not reached, the parties are to follow Clause 59 – Dispute Settlement Procedure.
- 56.6 Following the election or appointment of a workplace delegate, the HSUWA 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 HSUWA authorising them to act as a workplace delegate in accordance with the provisions of this clause.

- 56.7 The employer will provide the workplace delegate with paid 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.
- 56.8 Subject to the approval of the employer, taking into account operational requirements, the employer will provide workplace delegates with paid leave to attend education courses in accordance with Clause 58 – Trade Union Training Leave.
- 56.9 Upon request of the HSUWA or workplace delegates, the employer will notify of the commencement of any new employees and, as part of their induction, provide the opportunity to discuss with the employees the benefits of HSUWA membership.
- 56.10 The employer recognises that workplace delegates are not to be threatened or disadvantaged in any way as a result of their role.
- 56.11 Subject to the prior approval of the employer, and taking into account operational requirements, the employer will allow elected HSUWA officials and workplace delegates reasonable paid time off at full pay to attend HSUWA meetings.
- 56.12 Workplace delegates will 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 email to access HSUWA members only. Such access to facilities will be negotiated at Health Service level and will not unreasonably affect the operation of WA Health.
- 56.13 Health Service protocols will apply to the use of all facilities. For example, no electronic communication is to be defamatory or deliberately misleading in nature.
- 56.14 Workplace delegates will have the right to display HSUWA material in the workplace on noticeboards provided by the employer.
- 56.15 Any dispute concerning the interpretation of this clause should be resolved where possible at hospital/Health Service level in accordance with the provisions of Clause 59 – Dispute Settlement Procedure.

## **57. LEAVE TO ATTEND UNION BUSINESS**

### **57.1 Entitlement**

- (a) The employer will grant paid leave during ordinary working hours to an employee:
- (i) who is required to give evidence before any industrial tribunal;
  - (ii) who as an HSUWA nominated representative of the employees is required to attend negotiations or conferences or both between the HSUWA and the employer;
  - (iii) when prior agreement between the HSUWA and employer has been reached, for the employee to attend official HSUWA meetings preliminary to negotiations or industrial hearings;
  - (iv) who, as an HSUWA nominated representative of the employees, is required to attend joint union/management consultative committees or working parties.
- (b) The granting of leave pursuant to subclause 57.1(a) will only be approved:

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

57.2 Rate of pay, expenses and travelling

- (a) Leave of absence will be granted at the full rate of pay.
- (b) The employer will not be liable for any expenses associated with an employee attending to HSUWA business.
- (c) Leave of absence granted under this clause will include any necessary travelling time in normal working hours.

57.3 Additional matters

- (a) Nothing in this clause will diminish the existing arrangements relating to the granting of paid leave for HSUWA business.
- (b) An employee will not be entitled to paid leave to attend HSUWA business other than as prescribed by this clause.
- (c) The provisions of this clause will not apply to special arrangements made between the parties which provide for unpaid leave for employees to conduct HSUWA business.

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

**58. TRADE UNION TRAINING LEAVE**

58.1 Subject to the provisions of this clause:

- (a) the employer will grant paid leave of absence to employees who are nominated by the HSUWA to attend short courses relevant to the employee's employment or the role of the HSUWA workplace representative, conducted by or on behalf of the HSUWA; and
- (b) a paid leave of absence will also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.

58.2 An employee will be granted up to a maximum of 5 days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of 5 days and up to 10 days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed 10 days.

58.3 Payment and days in lieu

- (a) Leave of absence will be granted at the base rate of pay and will not include shift allowances, penalty rates or overtime.

- (b) Subject to subclause 58.3(a), shift workers attending a course will be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
  - (c) Where a public holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.
- 58.4 The granting of leave pursuant to the provisions of subclause 58.1 is subject to the operation of the organisation not being unduly affected and to the convenience of the employer.
- 58.5 Applications for Trade Union Training Leave
- (a) Any application by an employee will be submitted to the employer for approval at least four weeks before the commencement of the course, provided that the employer may agree to a lesser period of notice.
  - (b) All applications for leave will be accompanied by a statement from the HSUWA indicating that the employee has been nominated for the course. The application will provide details as to the subject, commencement date, length of course, venue and the provider of the course.
- 58.6 A qualifying period of 12 months in government employment will be served before an employee is eligible to attend courses or seminars of more than one half day duration. The employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months government service.
- 58.7 Expenses and travelling time
- (a) The employer will not be liable for any expenses associated with an employee's attendance at trade union training courses.
  - (b) Leave of absence granted under this clause will include any necessary travelling time in normal working hours immediately before or after the course.

## **PART 9 – DISPUTE SETTLEMENT PROCEDURE**

### **59. DISPUTE SETTLEMENT PROCEDURE**

- 59.1 Any question, dispute or difficulty pertaining to the implementation, interpretation or operation of this Agreement will be dealt with in accordance with this clause.
- (a) No bans, stoppages or limitations will be imposed prior to, or during the time this procedure is being followed.
  - (b) This clause in no way limits the rights of the employer, employees and the Union under the *Occupational Safety and Health Act 1984* (WA) or other related legislation.
- 59.2 Procedure
- The following procedure will apply, provided that nothing in this procedure will prevent the Secretary of the Union (or nominee) from intervening to assist in the process:
- (a) initially the matter should be discussed between the employee and their supervisor or 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 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 subclause 59.2(b), either party may notify the Secretary of the Union (or nominee), or a representative nominated by the employer of the existence of a dispute or disagreement; and
- (e) the Secretary of the Union (or nominee) and a representative nominated by the employer will 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 will be advised within two working days; and
  - (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 Commission.

### 59.3 Access to the Commission

- (a) The settlement procedure provided by this clause will be applied to all manner of disputes referred to in subclause 59.1, and no party, or individual, or group of individuals, will commence any other action of whatever kind, which may frustrate a settlement in accordance with this procedure. Observance of this procedure will in no way prejudice the right of any party in dispute to refer the matter for resolution in the Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined at subclause 59.2.
- (c) Any question, dispute or difficulty pertaining to the implementation, interpretation or operation of this Agreement may be referred to the Commission for conciliation and/or arbitration, by either party.

### 59.4 Provision of Services

- (a) The Union recognises the employer has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This dispute procedure has been developed between the parties to provide an effective means by which employees may reasonably expect matters arising from this Agreement to be dealt with as expeditiously as possible by the employer.
- (c) Accordingly, the Union agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within hospitals.

### 59.5 Industry Wide Issues

In resolving issues of an industry wide nature discussions may commence between the Secretary of the Union and the employer's nominated delegate.

### 59.6 For the purposes of this clause the following definitions apply:



- (a) “Industry wide issues” include issues affecting more than one work site or claims seeking variations to an award, industrial agreement or industrial instrument; and
- (b) “Work site” means, unless otherwise agreed between the parties, the usual place of work of an employee or number of employees covered by this Agreement.

**PART 10 – SIGNATORIES**

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

(signed)

(Seal)

17 August 2016

\_\_\_\_\_

\_\_\_\_\_

(Date)

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

(signed)

18 August 2016

\_\_\_\_\_

\_\_\_\_\_

(Date)

Kelly Worlock  
A/Director  
Health Industrial Relations Service  
for and on behalf of the employers

(signed)

18 August 2016

\_\_\_\_\_

\_\_\_\_\_

(Date)

**PART 11 – SCHEDULES****SCHEDULE 1 – SALARIES – GENERAL DIVISION**

Classification and increment	Existing Rate	On and from 1 July 2016	On and from 1 July 2017
		<b>1.5%</b>	<b>1.5%</b>
Under 17 yrs	\$25,161	\$25,538	\$25,921
G-17 yrs	\$29,379	\$29,820	\$30,267
G-18 yrs	\$34,294	\$34,808	\$35,331
G-19 yrs	\$39,692	\$40,287	\$40,892
G-20 yrs	\$44,576	\$45,245	\$45,923
G-1/2.1	\$48,969	\$49,704	\$50,449
G-1/2.2	\$51,619	\$52,393	\$53,179
G-1/2.3	\$53,013	\$53,808	\$54,615
G-1/2.4	\$54,448	\$55,265	\$56,094
G-1/2.5	\$55,846	\$56,684	\$57,534
G-1/2.6	\$57,416	\$58,277	\$59,151
G-1/2.7	\$58,503	\$59,381	\$60,271
G-1/2.8	\$60,102	\$61,004	\$61,919
G-2.1	\$55,846	\$56,684	\$57,534
G-2.2	\$57,416	\$58,277	\$59,151
G-2.3	\$58,503	\$59,381	\$60,271
G-2.4	\$60,102	\$61,004	\$61,919
G-3.1	\$61,874	\$62,802	\$63,744
G-3.2	\$63,491	\$64,443	\$65,410
G-3.3	\$65,205	\$66,183	\$67,176
G-3.4	\$67,862	\$68,880	\$69,913
G-4.1	\$70,633	\$71,692	\$72,768
G-4.2	\$72,711	\$73,802	\$74,909
G-4.3	\$75,738	\$76,874	\$78,027
G-5.1	\$77,314	\$78,474	\$79,651
G-5.2	\$79,477	\$80,669	\$81,879
G-5.3	\$81,704	\$82,930	\$84,174
G-5.4	\$83,995	\$85,255	\$86,534
G-6.1	\$88,411	\$89,737	\$91,083
G-6.2	\$91,685	\$93,060	\$94,456
G-6.3	\$96,345	\$97,790	\$99,257
G-7.1	\$98,837	\$100,320	\$101,824
G-7.2	\$101,991	\$103,521	\$105,074
G-7.3	\$105,261	\$106,840	\$108,443
G-8.1	\$110,042	\$111,693	\$113,368
G-8.2	\$113,958	\$115,667	\$117,402
G-9.1	\$120,302	\$122,107	\$123,938
G-9.2	\$124,437	\$126,304	\$128,198
G-10.1	\$128,972	\$130,907	\$132,870
G-10.2	\$136,497	\$138,544	\$140,623
G-11.1	\$142,324	\$144,459	\$146,626

Classification and increment	Existing Rate	On and from 1 July 2016	On and from 1 July 2017
G-11.2	\$148,255	\$150,479	\$152,736
G-12	\$156,921	\$159,275	\$161,664
G-13	\$162,434	\$164,871	\$167,344
G-14	\$168,719	\$171,250	\$173,819

**SCHEDULE 2 – SALARIES – PROFESSIONAL DIVISION & OTHER SPECIFIED CALLINGS**

Classification and increment	Existing Rate	On and from 1 July 2016	On and from 1 July 2017
		<b>1.5%</b>	<b>1.5%</b>
P-1.1	\$68,629	\$69,658	\$70,703
P-1.2	\$72,711	\$73,802	\$74,909
P-1.3	\$77,314	\$78,474	\$79,651
P-1.4	\$81,704	\$82,930	\$84,174
P-1.5	\$88,411	\$89,737	\$91,083
P-1.6	\$96,345	\$97,790	\$99,257
P-2.1	\$98,837	\$100,320	\$101,824
P-2.2	\$101,991	\$103,521	\$105,074
P-2.3	\$105,261	\$106,840	\$108,443
P-3.1	\$110,042	\$111,693	\$113,368
P-3.2	\$113,958	\$115,667	\$117,402
P-4.1	\$120,302	\$122,107	\$123,938
P-4.2	\$124,437	\$126,304	\$128,198
P-5.1	\$128,972	\$130,907	\$132,870
P-5.2	\$136,497	\$138,544	\$140,623
P-6.1	\$142,324	\$144,459	\$146,626
P-6.2	\$148,255	\$150,479	\$152,736
P-7	\$156,921	\$159,275	\$161,664
P-8	\$162,434	\$164,871	\$167,344
P-9	\$168,719	\$171,250	\$173,819

**SCHEDULE 3 – SALARIES – SENIOR OFFICER DIVISION**

Classification	Existing Rate	On and from 1 July 2016	On and from 1 July 2017
		<b>1.5%</b>	<b>1.5%</b>
Class 1	\$178,225	\$180,898	\$183,612
Class 2	\$187,732	\$190,548	\$193,406
Class 3	\$197,234	\$200,193	\$203,195
Class 4	\$206,736	\$209,837	\$212,985

**SCHEDULE 4 – TRAVELLING, TRANSFERS & RELIEVING DUTY – RATES OF ALLOWANCES**

ITEM	PARTICULARS	COLUMN A DAILY RATE	COLUMN B Daily rate employees with dependants Relieving Allowance for period in excess of 42 days (subclause 28.3 (b) Transfer Allowance for period in excess of prescribed period (Clause 24.5)	COLUMN C Daily rate employees without dependants Relieving Allowance for period in excess of 42 days (subclause 28.3(b))
<b>ALLOWANCE TO MEET INCIDENTAL EXPENSES</b>				
		\$	\$	\$
(1)	WA - South of 26° South Latitude	14.55		
(2)	WA - North of 26° South Latitude	21.70		
(3)	Interstate	21.70		
<b>ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL</b>				
(4)	WA - Metropolitan Hotel or Motel	305.45	152.70	101.80
(5)	Locality South of 26° South Latitude	208.55	104.30	69.50
(6)	Locality North of 26° South Latitude			
	Broome	456.70	228.35	152.25
	Carnarvon	255.15	127.55	85.05
	Dampier	366.70	183.35	122.25
	Derby	342.20	171.10	114.05
	Exmouth	292.70	146.35	97.55
	Fitzroy Crossing	370.20	185.10	123.40
	Gascoyne Junction	291.70	145.85	97.25
	Halls Creek	247.20	123.60	82.40
	Karratha	445.70	222.85	148.55
	Kununurra	331.70	165.85	110.55
	Marble Bar	271.70	135.85	90.55
	Newman	338.95	169.50	113.00
	Nullagine	256.70	128.35	85.55
	Onslow	273.30	136.65	91.10
	Pannawonica	192.70	96.35	64.25
	Paraburdoo	259.70	129.85	86.55
	Port Hedland	367.15	183.55	122.40
	Roebourne	241.70	120.85	80.55
	Shark Bay	240.20	120.10	80.05

	Tom Price	320.20	160.10	106.75
	Turkey Creek	235.70	117.85	78.55
	Wickham	508.70	254.35	169.55
	Wyndham	254.70	127.35	84.90
(7)	Interstate - Capital City			
	Sydney	304.90	152.45	101.60
	Melbourne	288.55	144.30	96.15
	Other Capitals	270.10	135.05	89.95
(8)	Interstate – Other than Capital City	208.55	104.30	69.50
ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL				
(9)	WA - South of 26° South Latitude	93.65		
(10)	WA - North of 26° South Latitude	128.25		
(11)	Interstate	128.25		
TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL INVOLVING AN OVERNIGHT STAY WHERE ACCOMMODATION ONLY IS PROVIDED.				
(12)	WA - South of 26° South Latitude:			
	Breakfast	16.30		
	Lunch	16.30		
	Dinner	46.50		
(13)	WA - North of 26° South Latitude			
	Breakfast	21.20		
	Lunch	33.20		
	Dinner	52.20		
(14)	Interstate			
	Breakfast	21.20		
	Lunch	33.20		
	Dinner	52.20		
DEDUCTION FOR NORMAL LIVING EXPENSES (subclause 24 (8)(a))				
(15)	Each Adult	26.25		
(16)	Each Child	4.50		
MIDDAY MEAL (subclause 22(11))				
(17)	Rate per meal	6.35		
(18)	Maximum reimbursement per pay period	31.75		

The allowances prescribed in this clause will be varied in accordance with any movement in the equivalent allowances in the Public Service Award 1992.

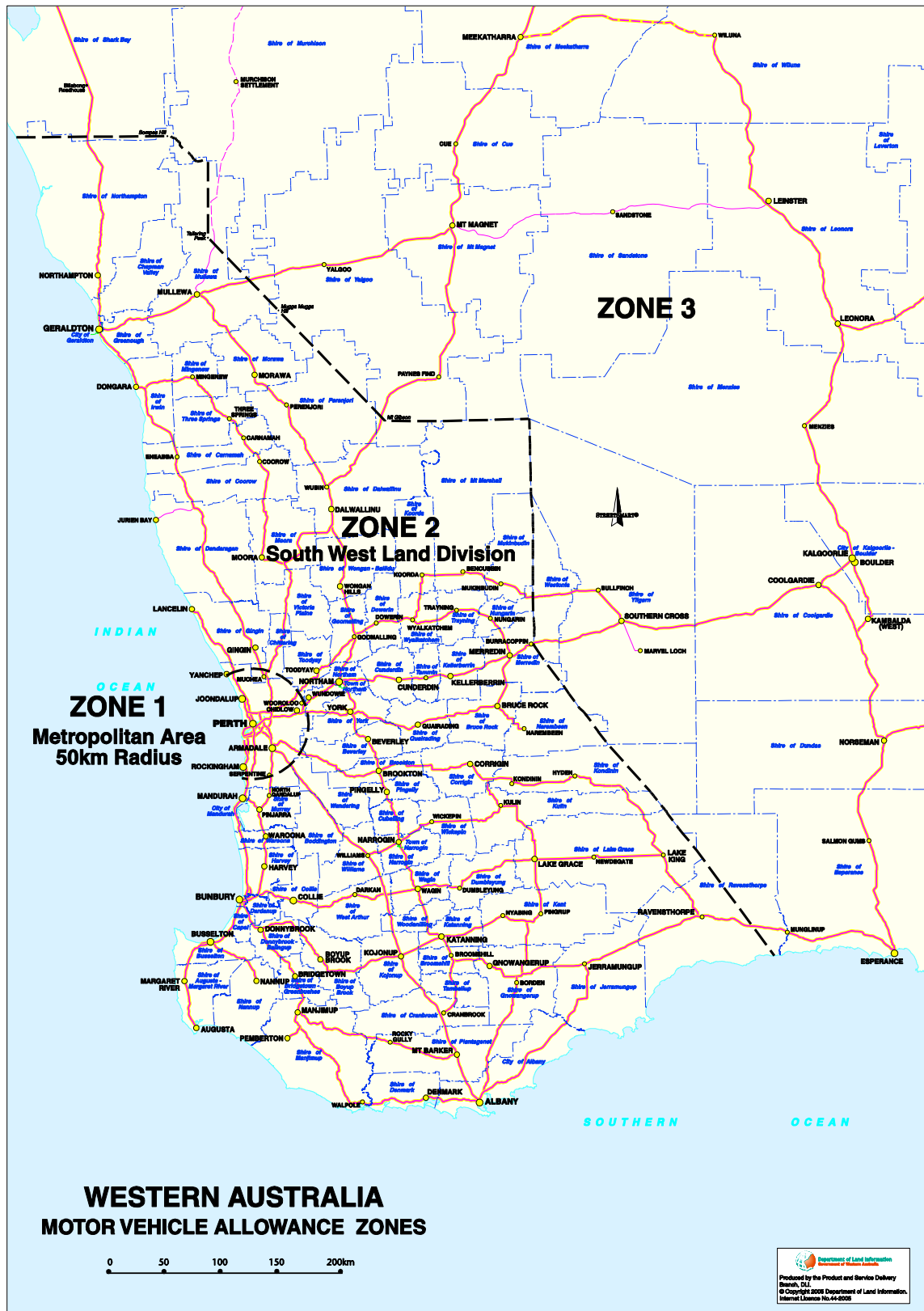
**SCHEDULE 5 – MOTOR VEHICLE ALLOWANCE****(1) Requirement to Supply and Maintain a Motor Vehicle**

Area Details	Rate (cents) per kilometre		
	Engine Displacement (in cubic centimetres)		
	Over 2600 cc	Over 1600 cc to 2600	1600 cc and under
<b>Metropolitan Area</b>			
First 4000 kilometres	185.5	127.4	101.0
Over 4000 up to 8000 kms	80.7	58.8	48.9
Over 8000 up to 16000 kms	45.8	35.9	31.5
Over 16000 kms	50.6	38.1	32.4
<b>South West Land Division</b>			
First 4000 kilometres	187.4	128.6	102.2
Over 4000 up to 8000 kms	82.2	59.6	49.7
Over 8000 up to 16000 kms	47.1	36.6	32.2
Over 16000 kms	51.9	38.7	33.0
<b>North of 23.50 South Latitude</b>			
First 4000 kilometres	203.9	139.4	110.7
Over 4000 up to 8000 kms	89.1	64.3	53.5
Over 8000 up to 16000 kms	50.8	39.3	34.4
Over 16000 kms	53.9	40.4	34.5
<b>Rest of State</b>			
First 4000 kilometres	194.7	133.1	105.3
Over 4000 up to 8000 kms	85.2	61.6	51.1
Over 8000 up to 16000 kms	48.7	37.7	33.1
Over 16000 kms	52.7	39.4	33.6
<b>(2) Voluntary Use of a Motor Vehicle</b>			
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0
North of 23.50 South Latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6
<b>(3) Voluntary Use of a Motor Cycle</b>			
Distance Travelled During a Year on Official Business	Rate Cents per kilometre		
Rate per kilometre	31.0		





### SCHEDULE 7 – MOTOR VEHICLE ALLOWANCE MAP – ZONE 1, 2 & 3



### SCHEDULE 8 – ANNUAL LEAVE TRAVEL CONCESSION MAP



**The boundaries of the various districts will be as described.**

**District:**

1. The area within a line commencing on the coast; thence east along lat 28 to a point north of Tallering Peak, thence due south to Tallering Peak; thence southeast to Mt Gibson and Burracoppin; thence to a point southeast at the junction of lat 32 and long 119; thence south along long 119 to coast.
2. That area within a line commencing on the south coast at long 119 then east along the coast to long 123; then north along long 123 to a point on lat 30; thence west along lat 30 to the boundary of No 1 District.
3. The area within a line commencing on the coast at lat 26; thence along lat 26 to long 123; thence south along long 123 to the boundary of No 2 District.
4. The area within a line commencing on the coast at lat 24; thence east to the South Australian border; thence south to the coast; thence along the coast to long 123 thence north to the intersection of lat 26; thence west along lat 26 to the coast.
5. That area of the State situated between the lat 24 and a line running east from Carnot Bay to the Northern Territory Border.
6. That area of the State north of a line running east from Carnot Bay to the Northern Territory Border.