

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LS Agreement about industrial dispute (Division 3)

Minister for Health

and

**Australian Liquor, Hospitality and Miscellaneous Workers Union
(AG2002/413)**

**HOSPITAL EMPLOYEES (DENTAL HEALTH SERVICES) GENERAL
AGREEMENT 2002.**

Various employees

Health and welfare services

DEPUTY PRESIDENT MCCARTHY

PERTH, 19 DECEMBER 2002

PREAMBLE

This is an application to certify an agreement pursuant section 170LS in Division 3 of Part VIB of the Workplace Relations Act 1996 ("the Act"); the agreement will be known as Hospital Employees (Dental Health Services) General Agreement 2002.

Having examined the statutory declarations of Calogero Minuta, Government Officer, Dental Health Services and David Kelly, Secretary, Australian Liquor, Hospitality and Miscellaneous Workers Union:

* I am satisfied the relevant requirements of the Act, and the Australian Industrial Relations Commission Rules 1998 ("the Rules"), have been met. Specifically, I am satisfied that the agreement has been entered into in the manner consistent with the Act's requirements; that the employees have been given the relevant notice of the intention to enter into an agreement or to make the agreement; that the terms of the agreement were explained in an appropriate way to all the employees who are to be covered by it; and the agreement has been approved by a valid majority of employees at the relevant time. The application has also been lodged within the time period prescribed by section 170LS(2) of the Act.

* I am also satisfied that the that the Metropolitan Health Services - Dental Health Services is a constitutional corporation and a single business to be covered by the agreement, and that the agreement is in settlement of an industrial dispute and its terms

arise out of that dispute and should prevent further disputes between the parties.

* It is clear, and I find, that the agreement meets the no disadvantage test as defined in the Act and there is to be no reduction in the overall terms and conditions of employment specified in the awards which now cover employees covered by this agreement. The agreement contains the necessary dispute settlement procedure and specifies a nominal expiry date in accordance with the Act's requirements.

* The agreement also has no provisions in it that are inconsistent with Division 3 of Part VIA, nor does it contain any provision of the nature identified in section 170LU(2A) of the Act, nor has there been any conduct of the nature identified in section 170LU(3) of the Act which would prevent me from certifying it.

* The Commission also agrees, pursuant to s.170LW, to it being empowered to settle disputes over the application of the agreement.

These and all other requirements of the Act and the Rules have been itemised in a checklist that will be placed on the file.

The agreement will be certified with effect from today's date, but to operate in accordance with its terms, and the agreement is to in force until 19 December 2004 as is specified in the document.

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement.

This agreement shall come into operation from 19 December 2002 and shall remain in force until 19 December 2004.

BY THE COMMISSION:

DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer
<Price code 23>

HOSPITAL EMPLOYEES
(DENTAL HEALTH SERVICES)

GENERAL AGREEMENT 2002

1. TITLE

This Agreement shall be known as the Hospital Employees (Dental Health Services) General Agreement 2002.

2. ARRANGEMENT

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3. DEFINITIONS

3.1 For the purposes of the General Agreement the following definitions shall apply.

- a) "Agency" means the Dental Health Services.
- b) "Agency Specific Agreement" means an industrial agreement developed in accordance with Clause 9, which will be read in conjunction with the General Agreement and the Award.

- c) "Award" means the Hospital Employees (Perth Dental Hospital) (interim) Award 1996.
- d) "Chief Executive Officer" means the Director, Dental Health Services.
- e) "Employees" means persons employed under the Award who are members of or who are eligible to be members of the Union.
- f) "Employer" means the Minister for Health.
- g) "Enterprise Bargaining Agreement" means the Perth Dental Hospital and Community Dental Services (ALHMWU) Enterprise Bargaining Agreement 2000.
- h) "General Agreement" means the Hospital Employees (Dental Health Services) General Agreement 2002.
- i) "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch.
- j) "AIRC" means the Australian Industrial Relations Commission.

4. PURPOSE OF AGREEMENT

4.1 The parties agree that the purpose of the General Agreement is to:

- a) effect wage increases in accordance with the General Agreement for employees bound by the General Agreement;
- b) in conjunction with the Award provide a core set of employment conditions for employees bound by the General Agreement; and
- c) to allow the parties to negotiate Agency Specific Arrangements in accordance with clause 9 of the General Agreement.

5. APPLICATION AND PARTIES BOUND

5.1 The parties bound by the General Agreement are the Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch and the Minister for Health.

5.2 The General Agreement shall apply to all employees who are members of or eligible to be members of the Union and covered by the Award. As at the date of registration the approximate number of employees covered by this Agreement is 34.

5.3 The General Agreement shall be read in conjunction with the Hospital Employees (Perth Dental Hospital) (Interim) Award 1996

and the Western Australian Government/ Australian Liquor, Hospitality and Miscellaneous Workers Union Redeployment, Retraining and Redundancy (Interim) Award 1994 (as amended or replaced). Where the provisions of the relevant Awards and the General Agreement are inconsistent, the provisions of the General Agreement shall prevail.

5.4 The General Agreement replaces the existing enterprise bargaining agreement, as it applies to employees covered by the Awards from the first pay period on or after the date of registration of the General Agreement. Wage rates provided for in Column A of the General Agreement wage schedules will apply to employees covered by the replaced enterprise bargaining agreement from the first pay period on or after 1 August 2002.

6. TERM OF AGREEMENT

6.1 The General Agreement shall operate from the first pay period commencing on or after the date of registration in accordance with Section 170LJ of the Workplace Relations Act 1996 and will remain in place for a period of two (2) years.

6.2 The parties to the General Agreement agree to re-open negotiations for a replacement Agreement at least six (6) months prior to the expiry of the General Agreement with a view to implement a replacement agreement operative from the first day following expiration of the Agreement.

7. NO FURTHER CLAIMS

7.1 The parties to the General Agreement undertake that for the term of the General Agreement there shall be no wage increases sought or granted other than those provided under the terms of the General Agreement. This includes wage adjustments arising out of National Wage Cases. Such increases are to be absorbed in the wages set out in this Agreement.

7.2 The parties to the General Agreement undertake that for the term of the General Agreement there will be no further claims on matters contained in the General Agreement except as provided for in:

- a) clause 9 of the General Agreement; or
- b) by the National Wage Principles, other than that indicated above.

8. ESSENTIAL CORE CONDITIONS

8.1 The essential core conditions of employment shall be the terms and conditions covered in clauses 1-25 inclusive of the

General Agreement and the following provisions contained in the Hospital Employees (Perth Dental Hospital) Award:

- a) Clause 8 - Contract of Service;
- b) Clause 9 - Hours, in respect to 37.5 hours per week only;
- c) Clause 11 - Annual Leave;
- d) Clause 12 - Public Holidays;
- e) Clause 13 - Sick Leave;
- f) Clause 27 - Time and Wages Records;
- g) Clause 29 - Trade Union Training Leave;
- h) Clause 30 - Leave to Attend Union Business; and
- i) Clause 37 - Witness and Jury Service.

9. AGENCY SPECIFIC CONDITIONS

9.1 The primary vehicle for regulating pay and conditions for employees shall be the relevant Award and the General Agreement.

9.2 Essential core conditions of employment referred to in clause 8.1 of the General Agreement cannot be the subject of an agency specific agreement.

9.3 The parties accept that, aside from those matters included in the General Agreement additional to those referred to in Clause 8.1 of the General Agreement, supplementary arrangements will only be made to meet special circumstances and shall be processed by the parties as a further or subsequent agreement.

9.4 Special circumstances include changes:

- a) due to the peculiar nature of work undertaken in an agency;
or
- b) to meet agreed equity goals.

9.5 Should the parties be unable to reach agreement on any supplementary arrangements, the matter may be referred to the AIRC.

10. PARENTAL LEAVE

10.1 Definitions

a) "Employees" includes full time, part time, permanent and fixed term contract employees.

b) "Replacement Employees" are employees specifically engaged to replace employees proceeding on parental leave.

10.2 Eligibility for Parental Leave

a) Employees are entitled to a period of up to 52 weeks unpaid parental leave in respect of the birth of a child to the employee or the employee's spouse/partner.

b) Employees shall provide the employer with a certificate from a registered medical practitioner confirming the pregnancy and the estimated date of birth.

c) Where the employee applying for the leave is the partner of a pregnant spouse one (1) week's leave may be taken at the birth of the child concurrently with parental leave taken by the pregnant employee.

d) Subject to subclause (c) of this clause where both partners are employed by the employer the leave shall not be taken concurrently except under special circumstances and with the approval of the employer.

e) Employees seeking to adopt a child under the age of five (5) years shall be entitled to three (3) weeks parental leave at the placement of the child and a further period of parental leave up to a maximum of 52 weeks.

f) Employees seeking to adopt a child shall be entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's leave. Employees may take any paid leave entitlement in lieu of this leave.

10.3 Other leave entitlements

a) Employees proceeding on parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of parental leave.

b) (i) Subject to all other leave entitlements being exhausted employees shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two (2) years. The employer's approval is required for such an extension.

(ii) Any period of leave without pay must be applied for and approved in advance and will be granted on a year by year basis. Where both parents work for the employer the total combined period of leave without pay following parental leave will not exceed two (2) years.

c) Employees on parental leave are not entitled to paid sick leave and other paid absences.

d) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner.

e) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

10.4 Notice and Variation

a) Employees shall give not less than four (4) weeks notice in writing to the employer of the date the employee proposes to commence parental leave stating the period of leave to be taken.

b) Employees seeking to adopt a child shall not be in breach of subclause (a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.

c) Employees proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period elect to reduce or extend the period stated in the original application, provided four weeks written notice is provided.

10.5 Transfer to a Safe Job

Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position at the same classification level until the commencement of parental leave.

10.6 Replacement Employee

Prior to engaging a replacement employee the employer shall inform the person of the temporary nature of the employment and the

entitlements relating to the return to work of the employee on parental leave.

10.7 Return to Work

a) Employees shall confirm the intention to return to work by notice in writing to the employer not less than four (4) weeks prior to the expiration of parental leave.

b) Employees on return to work from parental leave shall be entitled to the position which the employees occupied immediately prior to proceeding on parental leave. Where the employees were transferred to a safe job the employees are entitled to return to the position occupied immediately prior to transfer.

c) Employees 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 one held immediately prior to commencement of leave.

d) Employees may return on a part time basis to the same position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with the part time provisions of the Award.

e) Subject to the employer's approval, employees who have returned on a part time basis may revert to full time work at the same classification level within two (2) years of the recommencement of work.

10.8 Effect of Leave on the Employment Contract

a) Employees employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.

b) Absence on parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose under the relevant Award and General Agreement.

c) Employees on parental leave may terminate employment at any time during the period of leave by written notice in accordance with the Award and General Agreement.

d) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on leave but otherwise the rights of the employer in respect of termination of employment are not affected.

11. BEREAVEMENT LEAVE

11.1 Employees shall on the death of:

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

be eligible for up to two (2) days 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.

11.2 The two (2) days need not be consecutive.

11.3 Bereavement leave is not to be taken during any other period of leave or when the employee would not otherwise have been on duty.

11.4 Payment of such leave may be subject to the employee providing evidence of the death or relationship to the deceased, satisfactory to the employer.

11.5 An employee requiring more than two days bereavement leave in order to travel overseas or interstate in the event of the death overseas or interstate of a member of the employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

12. CARERS LEAVE

12.1 Employees are entitled to up to five (5) days leave per year to care for an ill family member, provided the days used are sick leave entitlements.

12.2 Employees shall, wherever practical, give the employer notice of the intention to take carers leave and the estimated length of absence. If it is not practicable to give prior notice of absence employees shall notify the employer as soon as possible on the first day of absence.

12.3 Employees shall provide, where required by the employer, evidence to establish the requirement to take carers leave. An application for carers leave exceeding two (2) consecutive working days shall be supported by a certificate from a registered medical practitioner or registered dentist.

12.4 The definition of family shall be the definition contained in the Equal Opportunity Act 1986. 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.

12.5 Carers leave may be taken on an hourly basis or part thereof.

13. CULTURAL/CEREMONIAL LEAVE

13.1 Employees are entitled to time off without loss of pay for cultural /ceremonial purposes, subject to agreement between the employer and employee and sufficient leave credits being available.

13.2 Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.

13.3 Cultural /ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:

- a) the employee's annual leave entitlements; or
- b) rostered days off or time in lieu.

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

13.5 The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.

13.6 Cultural/ceremonial leave shall be available to all employees.

14. 48/52 LEAVE ARRANGEMENT

14.1 The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to four weeks additional leave. The employee can agree to take a reduced wage spread over the 52 weeks of the year and receive the following amounts of additional leave:

Number of weeks' wages spread over 52 weeks	Number of weeks additional leave purchased
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48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

14.2 The additional purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the additional leave not taken. In the event that the employee is unable to take such leave, his/her wage will be adjusted on the last pay period in January to take account the fact that time worked during the year was not included in the wages.

14.3 In the event that a part time employee's ordinary working hours are varied during the year, the wages paid for such leave taken will be adjusted on the last pay in January to take into account any variations to the employee's ordinary working hours during the previous year.

14.4 Access to this entitlement will be subject to the employee having satisfied the Agency's accrued leave management policy.

15. DEFERRED SALARY SCHEME

15.1 With the written agreement of the employer, an employee may elect to receive, over a four-year period, 80% of the salary they would otherwise be entitled to receive in accordance with the General Agreement.

15.2 On completion of the fourth year, an employee will be entitled to 12 months leave and will receive an amount equal to 80% of the salary they were otherwise entitled to in the fourth year of deferment.

15.3 Where an employee completes four (4) years of deferred salary service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as service on a pro-rata basis for all purposes.

15.4 An employee may withdraw from this scheme prior to completing a four-year period by written notice. The employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.

15.5 The employer will ensure that superannuation arrangements and taxation effects are fully explained to the employee by the relevant authority. The employer will put any necessary arrangements into place.

16. BLOOD/PLASMA DONORS LEAVE

16.1 Subject to operational requirements, employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:

- a) prior arrangements with the supervisor has been made and at least two (2) days' notice has been provided; or
- b) the employee is called upon by the Red Cross Blood Centre.

16.2 The notification period shall be waived or reduced where the supervisor is satisfied that operations would not be unduly affected by the employee's absence.

16.3 The employee shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.

16.4 Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

17. EMERGENCY SERVICE LEAVE

17.1 Subject to operational requirements, paid leave of absence shall be granted by the employer to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigade or Volunteer Marine Rescue Service, in order to allow for attendances at emergencies as declared by the recognised authority.

17.2 The employer shall be advised as soon as possible by the employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.

17.3 The employee must complete a leave of absence form immediately upon return to work.

17.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.

17.5 An employee, who during the course of an emergency, volunteers their services to an emergency Organisation, shall comply with subclauses 17.2, 17.3 and 17.4.

18. SUPPORTED WAGE

Workers Eligible for a Supported Wage

18.1 This clause defines the conditions that will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this agreement. In the context of this clause, the following definitions will apply:

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

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

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

d) "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.

Eligibility Criteria

18.2 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 the General 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. (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 the General Agreement relating to the rehabilitation of employees who are injured in the course of their current employment).

18.3 This clause also does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or eligible for a Disability Support Pension, except with respect to an Organisation which has received recognition under s1 0 or s1 2A of the Act, or if a part only has received recognition, that part.

Supported Wage Rates

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

Assessed Capacity (clause 22.5)	% of Prescribed General Agreement Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$56 per week).

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

Assessment of Capacity

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

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

Lodgement of Assessment Instruments

18.6 All assessment instruments under the conditions of this clause, including the appropriate percentage of the General Agreement wage rate to be paid to the employee, shall be lodged by the employer with the Registrar of the WAIRC.

18.7 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

Review of Assessment

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

Other Terms and Conditions of Employment

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

Workplace Adjustment

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

Trial Period

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

18.12 During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

18.13 The minimum amount payable to the employee during the trial period shall be no less than \$56 per week.

18.14 Work trials should include induction or training as appropriate to the job being trialed.

18.15 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause 18.5.

19. TRAINEESHIPS

19.1 Trainees are to be additional to the normal workforce of the employers so that trainees shall not replace paid workers or volunteers or reduce the hours worked by existing employees.

19.2 Training Conditions:

The arrangements between the employer and the trainee in relation to training are as specified in the Traineeship Training Agreement, as administered by the Department of Training.

19.3 Employment Conditions:

- a) the initial period of employment for trainees is the nominal training period endorsed at the time the particular traineeship is established;
- b) completion of the traineeship scheme will not guarantee the trainee future employment in the public sector, but the employer will cooperate to assist the trainee to be placed in suitable employment, should a position arise;
- c) trainees are permitted to be absent from work without loss of continuity of employment to attend off the job training in accordance with the training plan. However, except for absences provided for under this General Agreement and the Award, failure to attend for work or training without an acceptable cause will result in loss of pay for the period of the absence; and
- d) overtime and shift work shall not be worked by trainees except to enable the requirements of the training to be effected. When overtime and shift work are worked the relevant allowances and penalties of the Award, based on the training wage stated in subclause 19.4 will apply. No trainee shall work overtime or shift work on their own.

19.4 Wages:

The wages applicable to trainees shall be as prescribed in the National Training Wage Award 2000 for employees up to and including 20 years of age. Adult trainees will be paid the rate prescribed under the Minimum Conditions of Employment Act 1993 for the minimum weekly rate of pay for employees 21 or more years of age.

19.5 Definitions:

- a) "Part time trainee" means a trainee who is employed for less than 38 hours per week; reasonably regular hours are worked each week; and wages and entitlements accrue on a pro-rata basis.

b) "Traineeship" means a full time or part time structured employment based training arrangement approved by the Western Australian Department of Training where the trainee gains work experience and has the opportunity to learn new skills in a work environment. On successful completion of the traineeship the trainee obtains a nationally recognised qualification.

c) "Traineeship Training Agreement" means the agreement between the employer and the trainee that provides the training conditions for the traineeship and is registered with the Western Australian Department of Training.

20. DISPUTE SETTLEMENT PROCEDURE

20.1 Any questions, disputes or difficulties arising under the General Agreement or in the course of the employment of employees covered by the General Agreement shall be dealt with in accordance with this clause.

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

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

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

20.5 Where the dispute cannot be resolved within five (5) working days of the union representatives' referral of the dispute to the Chief Executive Officer or his/her nominee, either party may refer the matter to the AIRC.

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

20.7 At all stages of the procedure the employee may be accompanied by a union representative.

21. CONSULTATION

21.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies. The parties acknowledge that decisions will continue to be made by the employer, who is responsible and

accountable to Government for the effective and efficient operation of the agency.

21.2 The parties agree that:

a) where the employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of the employees, the union and employees affected shall be notified by the employer as early as possible.

b) for the purposes of such discussion the employer shall provide to the employees concerned relevant information about the changes, including the nature of the changes on the employees, provided that the employer shall not be required to disclose any confidential information.

c) in the context of such discussion the union and employees are able to contribute to the decision making process.

22. WAGES

22.1 The Wages provided for by the General Agreement shall be those contained in Schedule 1.

23. SALARY PACKAGING

23.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement in accordance with the WA Public Sector Salary Packaging Guidelines or any similar salary packaging arrangement offered by the employer.

23.2 Salary packaging is an arrangement whereby the entitlements under this agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

23.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employers Superannuation Guarantee contributions.

23.4 The TEC for the purposes of salary packaging, is calculated by adding:

- a) the base wage;
- b) other cash allowances, eg annual leave loading;
- c) non cash benefits, eg superannuation, motor vehicles, etc;
- d) any Fringe Benefit Tax liabilities currently paid; and

e) any variable components, eg performance based incentives (where they exist).

23.5 Where an employee enters into a salary packaging arrangement he or she will be required to enter into a separate written agreement with the employer that sets out the terms and conditions of the arrangement.

23.6 Notwithstanding any salary packaging arrangement the salary rate as specified in Clause 22 - Wages of the General Agreement is the basis for calculating salary related entitlements specified in the General Agreement and the Award.

23.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

23.8 The salary packaging arrangement must also 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.

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

23.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement.

23.11 The cancellation of salary packaging will not cancel or otherwise affect the operation of the General Agreement.

23.12 An employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

24. UNION FACILITIES FOR UNION REPRESENTATIVES

24.1 The employer recognises the rights of the union to organise and represent its members. Union representatives in the agency have a legitimate role and function in assisting the union in the tasks of recruitment, organising, communication and representing members' interests in the workplace and agency.

24.2 The employer recognises that, under the union's rules, union representatives are delegates representing members within a specific worksite.

24.3 The employer will recognise union representatives in the agency and will allow them to carry out their role and functions.

24.4 The union will advise the employer in writing of the names of the union representatives in the agency.

24.5 The employer shall recognise the authorisation of each union representative in the agency and shall provide them with the following:

a) Paid time off from normal duties to perform their functions as a union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the union authorised committees and to attend union business in accordance with clause 30 - Leave to Attend Union Business of the Award.

b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal agency protocols.

c) A noticeboard for the display of union materials including broadcast email facilities.

d) Paid access to periods of leave for the purpose of attending union training courses in accordance with clause 29 - Trade Union Training Leave of the Award. Country representatives will be provided with appropriate travel time.

e) Notification of the commencement of new employees, and as part of their induction, time to discuss the benefits of union membership with them.

f) Access to awards, agreements, policies and procedures.

g) Access to information on matters affecting employees in accordance with Clause 21 - Consultation of the General Agreement.

h) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.

24.6 The employer agrees, upon receiving written authorisation from an employee, to provide to the union within five (5) working days the employee's bank account details and subsequent changes from time to time for the purpose of enabling the employee to establish direct debit facility for the payment of union dues. Employers must be indemnified against financial accountability related to these transactions.

24.7 Paid Quarterly General Meetings

a) In addition to the provisions of clause 15 Leave to Attend Association Business of the Miscellaneous Government Conditions and Allowances Award, subject to appropriate notice and prior arrangement with the employer, employees will be granted paid time off to attend quarterly general meetings of up to one (1) hour duration on site with the union. Alternative arrangements can be agreed between the parties.

b) Where a meeting referred to in subclause 24.7(a) exceeds one hour, such absence will be without pay for the entire period of the meeting.

24.8 The employer recognises that it is paramount that union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a union representative.

25. LEAVE FOR TRAINING WITH DEFENCE FORCE RESERVES

25.1 Subject to agency convenience, leave of absence may be granted by the chief executive officer to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force for the purpose of attending a training camp, school, class or course of instruction subject to the conditions set out hereunder.

25.2 Application for leave of absence for the above reasons, shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee shall furnish a certificate of attendance to the chief executive officer.

25.3 An officer who is a member of the Defence Force Reserves and the Cadet Force may only be granted leave for attendance at one camp of continuous training and one additional special school, class or course of instruction in the 12 month period.

25.4 On written application, an employee shall be paid wages in advance when proceeding on such leave.

25.5 Attendance at a Camp for Annual Continuous Obligatory Training

a) An employee may be granted leave for a period not exceeding 10 days on full pay in any period of twelve months commencing on July 1, in each year.

b) If the Officer-in-Charge of a military unit certifies that it is essential for an employee to be at the camp in an advance or

rear party, a maximum of 4 extra days on full pay may be granted in the twelve month period.

25.6 Attendance at One Special School, Class or Course of Instruction

a) In addition to the leave granted under subclause 25.2 of this clause a period not to exceed sixteen calendar days in any period of twelve months commencing on July 1, in each year may be granted by the chief executive officer, provided the chief executive officer is satisfied that the leave required is for a special purpose, and not for a further routine camp.

b) In this circumstance, an employee may elect to utilise annual leave credits. However, if the leave is not taken from annual leave, wages during the period shall be at the rate of the difference between the normal remuneration of the employee and the defence force payments to which the employee is entitled if such payments do not exceed normal wages. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and special rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.

c) Leave without pay shall be granted if the defence force payments exceed the normal pay of the employee.

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

25.8 Part-time employees shall receive the same entitlement as full time employees, but payment shall only be made for those hours that would normally have been worked but for the leave.

26. PROBATION

26.1 Each employee engaged after the day this General Agreement is certified shall be engaged on probation for the first three months of employment.

27. HIGHER DUTIES ALLOWANCE

27.1 Upon registration of the General Agreement, clause 17(2) of the Award will be put aside and replaced by:

a) Where such employee is engaged in the higher grade of work for five consecutive days or more, the employee will be paid the higher rate for the period performing the higher grade work.

28. ANNUAL LEAVE

28.1 An employee may by agreement with the employer take annual leave credits in multiples of single days.

29. LONG SERVICE LEAVE

29.1 An employee may by agreement with the employer take long service leave credits in multiples of single weeks.

30. FACILITATIVE HOURS

30.1 Where there is agreement between the employer and the majority of affected employees at the workplace, the existing work hour cycle may be changed subject to:

- a) A secret ballot of all affected employees (including those on leave or workers compensation who can be contacted as far as reasonably practicable) being conducted by the Consultative Committee before any alternative rosters are introduced;
- b) The Union being informed of the ballot 2 weeks prior to the holding of the ballot; and
- c) The majority of employees will be at least 66% of the employees affected by the proposed change of hours.

30.2 At no stage of the above process will the union veto the introduction of any new Fostering arrangements.

31. TEMPORARY DEPLOYMENT

31.1 This clause will apply to all current and prospective employees.

31.2 The parties acknowledge that, with the establishment of the Metropolitan Health Service, all employees are employed by the Metropolitan Health Service and as such the appointment of staff exclusively to individual hospital sites of the Metropolitan Health Service is inappropriate. It is acknowledged that the principal intention of this clause is to facilitate the efficient use of staff resources thereby reducing reliance on less cost effective measures such as casual and agency labour. One purpose of this clause is to facilitate part time employees having a genuine opportunity to work additional hours and to enhance the career aspiration of all employees.

31.3 The parties agree that in giving effect to the mobility provisions of this clause, the employee's needs are to be considered including:

- a) Ensuring that the careers of employees are not disadvantaged;

- b) Consideration of family and carer responsibilities;
- c) Availability of transport;
- d) Matching skill level and professional suitability of any temporary job opportunity or permanent new position;
- e) Availability of training and support to assist the employee with any skills deficit in respect to the requirement of the temporary job opportunity or permanent new position; and
- f) Having regard to the financial impact on the employee.

31.4 An employee may be transferred temporarily to another workplace of the employer provided that:

- a) The employee is consulted as to the transfer at least 7 days before it becomes effective unless otherwise agreed;
- b) The period of transferred employment does not exceed 8 weeks without the employee's consent;
- c) The transfer is at a classification level not less than the employee's substantive classification;
- d) The employee does not suffer any reduction in wages or conditions during the term of the transfer; and
- e) The employee is reimbursed for reasonable additional travel costs incurred travelling from home to work and return.

31.5 Clause 32 of the Award shall not apply to transfers under clause 31.4 except to the extent set out in clause 31.4(e).

32. SIGNATORIES OF PARTIES

Date

David Kelly

Secretary

The Australian Liquor, Hospitality and Miscellaneous Workers Union
Western Australian Branch

Date

Minister for Health

Employer

Signed by Mike Daube

Director General of Health

As delegate of the Minister for Health

Schedule 1

Wages

	1995 Award Rate +22% Parity Payment	Weekly Wage 3% Increase Effective From 1 August 2002	Weekly Wage 3% Effective After 12 Months From Registration
Column		A	B
Dental Technician			
1st year of employment	612.90	631.30	650.20
2nd year of employment	630.60	649.50	669.00
3rd year of employment	649.00	668.50	688.60
4th year of employment and thereafter	668.20	688.20	708.80
Dental Technician Advanced			
Level One			
1st year of employment	640.00	659.20	679.00
2nd year of employment	646.50	676.20	696.50
3rd year of employment	673.80	694.00	714.80
4th year of employment	701.40	722.40	744.10
Dental Technician Advanced			
Level Two			
1st year of employment	668.20	688.20	708.80
2nd year of employment	688.10	708.70	730.00
3rd year of employment	709.70	731.00	752.90
4th year of employment and thereafter	731.30	753.20	775.80
Apprentices			
1st year	257.40	265.10	273.10
2nd year	337.10	347.20	357.60
3rd year	459.70	473.50	487.70
4th year	539.40	555.50	572.20