WA HEALTH SYSTEM - UNITED WORKERS UNION (WA) - HOSPITAL SUPPORT WORKERS INDUSTRIAL AGREEMENT 2024

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	CHILD AND ADOLESCENT HEALTH SERVICE, EAST METROPOLITAN HEATH SERVICE, HEALTH SUPPORT SERVICES, NORTH METROPOLITAN HEALTH SERVICE, PATHWEST LABORATORY MEDICINE WA, QUADRIPLEGIC CENTRE, SOUTH METROPOLITAN HEALTH SERVICE, WA COUNTRY HEALTH SERVICE, MENTAL HEALTH COMMISSION
	APPLICANTS
	-v-
	UNITED WORKERS UNION (WA)
	RESPONDENT
CORAM	COMMISSIONER T EMMANUEL
DATE	FRIDAY, 8 NOVEMBER 2024
FILE NO/S	AG 33 OF 2024
CITATION NO.	2024 WAIRC 00964

Result	Order issued
Representation	
Applicant	Ms V Annese and Ms C Holmes (as agents)
Respondent	Mr R James and Ms D Holtz (as agents)

Order

WHEREAS this is an application under section 41 of the *Industrial Relations Act 1979* (WA) to register an industrial agreement;

AND WHEREAS I am satisfied that the agreement meets the requirements of the *Industrial Relations Act 1979* (WA) and that it should be registered;

AND HAVING heard from Ms Holmes and Ms Annese as agents on behalf of the applicants and Mr James and Ms Holtz as agents on behalf of the respondent;

NOW THEREFORE the Commission, pursuant to the powers conferred by the *Industrial Relations Act 1979* (WA), orders –

THAT the agreement made between the parties filed in the Registry on 23 October 2024 entitled *WA Health System – United Workers Union (WA) – Hospital Support Workers Industrial Agreement 2024* and attached to this order be registered as an industrial agreement in replacement of the *WA Health System – United Workers Union (WA) – Hospital Support Workers Industrial Agreement 202*2, which by operation of s 41(8) is cancelled.

L.S. (Sgd.) T. EMMANUEL

COMMISSIONER T EMMANUEL

WA HEALTH SYSTEM - UNITED WORKERS UNION (WA) - HOSPITAL SUPPORT WORKERS INDUSTRIAL AGREEMENT 2024

1. TITLE

This Agreement will be known as the *WA Health System - United Workers Union (WA) - Hospital Support Workers Industrial Agreement 2024.*

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3. DEFINITIONS

"Accrued day(s) off" means the paid day(s) off accruing to an employee resulting from an entitlement to the 38 hour week as prescribed in Clause 13 - Hours of Work.

"Agreement" means the *WA Health System - United Workers Union (WA) - Hospital Support Workers Industrial Agreement 2024*.

"All Purpose Orderly" means an orderly who is regularly required to undertake two or more of the following types of duties in addition to, or in substitution for, the traditional orderly duties: drive a motor vehicle, perform minor maintenance tasks, perform gardening duties or provide basic nursing care.

"Casual employee" means an employee engaged for a period of less than one week.

"Commission" means the Western Australian Industrial Relations Commission.

"Department" means an administrative division of a Hospital.

"Employer" means any of the Employers party to this Agreement referred to in subclause 5.2 in Clause 5 - Area, Incidence and Parties Bound.

"Foul linen" means linen that has become soiled through contact with blood, excreta or other offensive or foul bodily substances.

"Health Service" means a service for maintaining, improving, restoring or managing people's physical and mental health and wellbeing, as defined in section 7 of the *Health Services Act 2016* (WA).

"Health Service Provider" means a body corporate with perpetual succession established under subsection 32(1)(b) of the *Health Services Act 2016* (WA).

"Hospital" means a premises where medical surgical or dental treatment, or nursing care, is provided for ill or injured persons and at which overnight accommodation may be provided, as defined in section 8 of the *Health Services Act 2016* (WA).

"Machinist" means an employee who cuts out and fits uniforms or dresses to measure or pattern.

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

“On Call employee” means an employee directed to be on call within the MPS setting. Such an employee is required to remain on the hostel/lodge premises and respond to residents' calls and is not entitled to any wage or entitlement accruing in respect of ordinary hours or time worked, or in any other additional allowances unless provided in Clause 30 - Call Allowance (MPS Sleep Shift).

“Orderly” means an employee not otherwise classified in this Agreement.

“Ordinary Rate of Pay” means the base rate of pay as prescribed in Clause 19 - Classification and Wage Rates.

“Part time employee” means an employee engaged on a weekly contract of service for less ordinary hours per week or fortnight than those prescribed by Clause 13 - Hours of Work.

“Partner” means either a spouse or a de facto spouse/partner. De facto means a relationship (other than a legal marriage) between two persons, of either different sexes or the same sex, who live together in a “marriage-like” relationship, as provided for by the *Interpretation Act 1984* (WA) as amended from time to time.

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

“Rostered employee” means an employee for whom the ordinary hours of work may include work on a Sunday.

“Senior Food Service Attendant” means an employee who is responsible for the reconstituting of frozen food and/or the reheating of chilled food, and the supervision of other food services, staff and other duties associated with a Hospital pantry and/or kitchen.

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

“Storeperson (Advanced or Leading Hand)” means a Storeperson who is required to possess experience in the use of computerised Materials Management (Oracle) and/or Inventory systems in the course of their employment and possesses demonstrated experience in supervising staff.

“Storeperson (Grade 1)” means an employee who works within established routines, methods and procedures carrying out basic stores work with limited responsibility.

“Storeperson (Grade 2)” means an employee who is experienced in all aspects of stores work and is required to prioritise work within established routines, methods and procedures and is capable of working alone.

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

"Tradesperson Cook" means an employee employed in cooking who possesses recognised qualifications in the trade of cooking.

"Trainer" means an employee appointed as such to a designated position classified at level 8 and who undertakes the primary function of training, assessing and certifying the competency of support workers. The establishment of this role does not diminish the inherent job requirements of support workers to provide basic on the job instruction and task orientated training to other support workers in the course of induction and/or orientation to the workplace or as otherwise required.

"Transport Officer" means a Hospital employee who possesses a "C" or "C-A" class driver's licence and who has successfully completed the Royal Perth Hospital Based Transport Officer Training Course or its equivalent and who is required to transport dependent and/or ill patients without the assistance of a clinical escort, for the majority of their time on duty.

"Union" means United Workers Union (WA).

"Year of employment" for the purposes of Clause 19 - Classification and Wage Rates means year of service with the Employer.

4. AIM OF THE AGREEMENT

4.1 The aims of the Agreement are:

(a) to prescribe certain terms and conditions of employment; and

(b) to recognise and facilitate the Union and its Delegates' role in representing the industrial interests of employees who are members of the Union.

5. AREA, INCIDENCE AND PARTIES BOUND

5.1 This Agreement applies throughout the State of Western Australia to employees who are members of, or eligible to be members of, the Union and who are employed by the Employer in the classifications described in Clause 19 - Classification and Wage Rates.

5.2 The Employers party to and bound by this Agreement are:

(a) The Health Service Providers established pursuant to section 32(1)(b) of the *Health Services Act 2016* (WA) which include:

(i) Child and Adolescent Health Service;

(ii) East Metropolitan Health Service;

(iii) Health Support Services;

(iv) North Metropolitan Health Service;

(v) PathWest Laboratory Medicine WA;

(vi) Quadriplegic Centre;

(vii) South Metropolitan Health Service; and

(viii) WA Country Health Service.

(b) Mental Health Commission.

5.3 The Union party to and bound by this Agreement is the United Workers Union (WA).

5.4 This Agreement applies to approximately 5,468 employees.

5.5 This Agreement replaces the *WA Health System – United Workers Union (WA) - Hospital Support Workers Industrial Agreement 2022.*

6. DATE AND PERIOD OF OPERATION

This Agreement will operate from the date of registration and will expire on 4 August 2027.

7. NO FURTHER CLAIMS

Except where specifically provided for in this Agreement, it is a condition of this Agreement that the parties will not make any further claims with respect to any matter.

8. REPLACEMENT OF AGREEMENT

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

9. COMMITMENT TO BARGAINING

Employees employed by the Employer in the classifications contained within this Agreement will not be employed under any form of individual agreement made pursuant to the *Fair Work Act 2009* (Cth) or the *Industrial Relations Act 1979* (WA), as amended or superseded from time to time.

10. RELATIONSHIP WITH AWARDS AND AGREEMENTS

10.1 Consistent with the *Industrial Relations Act 1979* (WA) and the State Wage Principles, this Agreement will provide the whole of employees' wage increase for the life of this Agreement.

10.2 This Agreement applies to the exclusion of the *Quadriplegic Centre Award A1 of 1993*, the *Hospital Workers (Government) Award No. 21 of 1966*, the *Miscellaneous Government Conditions and Allowances Award No. A4 of 1992* and the *Government Services (Miscellaneous) General Agreement 2023*, or its successor.

11. CONTRACT OF SERVICE

11.1 Modes of Employment

(a) The Employer can employ on a:

(i) regular and continuing permanent full time or part time basis; or

(ii) fixed term full time or part time basis; or

(iii) casual basis.

11.2 Full Time Employment

A full time employee is employed for an average of 38 ordinary hours per week.

11.3 Part Time Employment

(a) A part time employee is engaged to work less than an average of 38 ordinary hours per week.

(b) The contract of employment of a part time employee will include minimum hours of work the employee will work each week.

(c) Any variation to contracted minimum hours of work will be agreed in writing.

(d) An employee who earns Accrued days off, as prescribed in Clause 13 - Hours of Work, will be paid for each hour worked 1/40 of the weekly rate prescribed by this Agreement for the work performed.

(e) An employee whose hours of work are less than 16 per week does not earn Accrued days off and will be paid for each hour worked 1/38 of the weekly rate prescribed by this Agreement for the work performed.

(f) If, with one day’s clear notice, the Employer proposes a temporary increase in hours and the employee agrees, then for the remainder of the roster the increased hours will be the employee's contracted ordinary hours of work for that roster period.

(g) Subject to 11.3(f), hours worked in excess of contracted hours of work will be overtime and paid for at the rates prescribed in Clause 16 - Overtime.

(h) A part time employee will be rostered for a minimum of three consecutive hours on any shift except where:

(i) special circumstances exist as agreed between the Employer, the employee and the Union, a period less than three hours will apply; or

(ii) a shift is for the provision of Commonwealth Home Support Programme (or equivalent) duties within a rural setting and the regular client need is less than three hours, in which case the minimum will be one hour per shift.

11.4 Fixed Term Employment

The contract of employment of a fixed term contract employee will include the starting and finishing dates of employment, or in lieu of a finishing date, a prescribed event or condition which will cause the contract to end.

11.5 Casual Employment

(a) A casual employee will be paid a 25% casual loading on the Ordinary Rate of Pay.

(b) For the purposes of calculating the correct payment, hours worked on any day stand alone.

(c) (i) The Employer will not re-engage a casual employee unless at least 10 hours has elapsed between the end of one period of engagement and the commencement of a following period of engagement.

(ii) The Employer will not engage a casual employee to work more than 12 hours on any day.

(d) Any shift, weekend and/or Public Holiday penalty rate will be calculated on the Ordinary Rate of Pay. Penalty rates will be paid in addition to the loading provided by subclause 11.5(a) and the Ordinary Rate of Pay specified in this Agreement.

(e) A casual contract of employment is terminable by the giving of one hour's notice by either party to the other or by the payment or forfeiture as the case may be of one hour's wage.

(f) The minimum period of employment of a casual employee will be three hours on each engagement.

(g) A period of casual employment will stand alone and will not accrue towards entitlements under this Agreement, except for long service leave as provided at Clause 40A – Long Service Leave for Casual Employees.

(h) The Employer will determine the appropriate increment for casual employees by taking into consideration prior experience within the Western Australian Public Sector.

11.6 Probation

(a) Subject to subclause 11.6(b), every new employee engaged on a permanent or fixed term basis will be on probation for a period of three months, unless otherwise specified in this clause.

(b) An employee who is appointed from the Western Australian Public Sector, and who has at least three months of continuous satisfactory service immediately prior to appointment, will not be required to serve a period of probation.

(c) At any time during the period of probation, including an extended probationary period under subclause 11.6(e)(ii), the:

(i) Employer may annul the appointment and terminate the employee by giving two weeks' notice or payment in lieu thereof.

(ii) employee may resign by giving two weeks' notice or forfeiture of pay in lieu thereof.

(d) A lesser period of notice may be agreed in writing between the Employer and the employee.

(e) Prior to completion of the probationary period at subclause 11.6(a), the Employer will:

(i) confirm the employee's appointment in writing; or

(ii) where performance issues have been identified and appropriate support and training to enhance performance have been documented, extend the employee's period of probation for a further and final period not exceeding three months, as determined by the line manager; or

(iii) terminate the appointment in writing due to unsatisfactory performance.

(f) On the expiry of the extended probationary period as described under subclause 11.6(e)(ii) the Employer will:

(i) confirm the appointment in writing; or

(ii) terminate the appointment in writing due to unsatisfactory performance.

11.7 Termination of Employment

(a) Notice of termination by Employer

(i) In order to terminate the employment of a full time or part time employee the Employer will give to the employee the period of notice specified in the table below:

Period of continuous service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

(ii) In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service are entitled to an additional week's notice.

(iii) Payment in lieu of notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

(iv) In calculating any payment in lieu of notice, an employee will be paid the wages they would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated.

(v) The period of notice in this clause will not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first 14 days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

(vi) Notwithstanding the foregoing provisions, trainees who are engaged for a specific period of time will, once the traineeship is completed and provided that the trainees' services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of their traineeship and is re-engaged by the same Employer within six months of such termination, the period of traineeship will be counted as service in determining any future termination.

(b) Notice of termination by an employee

(i) The notice of termination required to be given by an employee is the same as that required of the Employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

(ii) If an employee fails to give notice the Employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

(c) Time off during notice period

Where the Employer has given notice of termination to an employee, an employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the employee after consultation with the Employer.

11A. PERMANENCY OF EMPLOYMENT

11A.1 Preferred form of engagement and mode of employment

(a) The parties to this Agreement agree that:

(i) direct employment is the preferred form of engagement; and

(ii) permanent employment is the preferred mode of employment for employees covered by this Agreement.

(b) The parties to this Agreement agree that casual employment, agency engagements, and other contract for service arrangements are not the preferred methods of delivery of services.

(c) The Employer will work towards minimising the use of these arrangements in Hospitals, including by complying with Clause 11B - Review of Fixed Term and Casual Employment.

(d) The review mechanisms and processes detailed in Clause 11B are to be reviewed by the parties over the life of this Agreement.

11A.2 Targets

(a) The Employer will seek to achieve a combined target of 10% casual and agency usage over the life of the Agreement, in accordance with the methodology and reporting framework, including exclusion criteria, agreed between the Union and the System Manager.

11A.3 Maximisation of Permanent Hours for Permanent Part Time Employees

(a) Consistent with the preference for direct and permanent employment, the Employer confirms their commitment to maximising hours for permanent part time employees where permanent vacant FTE become available, having regard for the conversion to permanency mechanisms at Clause 11B – Review of Fixed Term and Casual Employment.

11A.4 The Employer will provide the Union the names and work locations of all employees on fixed term contracts within 28 days of a request being made in writing.

11A.5 The Employer will provide the Union the agencies used and the amount of money paid to each agency within 60 days of a request being made in writing.

11A.6 The Employer will provide the Union the names, work locations, hours worked and classifications of all casual employees within 28 days of a request being made in writing.

11A.7 Contracting Out and Privatisation

(a) The Employers acknowledge the Government's preference for the delivery of public services to be undertaken by directly engaged Western Australian Public Sector employees.

(b) The Employer will not contract out the work undertaken at a Hospital by employees who are employed by the Employer in the classifications described in Clause 19 - Classification and Wage Rates.

(c) Nothing in this Agreement limits the Employer from continuing to use contractors where contracts for service are already in place.

(d) The Employer will review all tender arrangements leading up to their expiry and identify opportunities to return the delivery of those services to the Employer to be carried out by directly employed workers where it is economically viable to do so, or otherwise in the public interest to do so.

(e) The Employer will notify the Union 18 months prior to the expiry of any tendered contract for services otherwise undertaken by the classifications described in Clause 19 – Classification and Wage Rates and ensure meaningful consultation with the Union regarding the potential to return the delivery of those services to the Employer.

11B. REVIEW OF FIXED TERM AND CASUAL EMPLOYMENT

11B.1 Fixed Term Contract Circumstances

(a) An Employer may only employ a person as a fixed term contract employee in the following circumstances:

(i) Accrued days off where staffing arrangements are such that it is impractical to maintain a pool of staff to provide Accrued days off leave cover.

(ii) Annual Leave where staffing arrangements are such that it is impractical to maintain a pool of staff to provide Annual Leave cover.

(iii) To cover one-off periods of relief including backfill for temporary deployments including secondments or higher duties arrangements, or any form of leave available under this Agreement.

(iv) To work on a special project or program with a finite life.

(v) The substantive occupant agrees to work part time for one or more periods.

(vi) To temporarily fill a vacancy while a recruitment process is undertaken.

(vii) Where it is necessary to establish or maintain a pool of permanent staff vacancies in order to subsequently redeploy permanent staff who are displaced or potentially displaced by organisational change.

(viii) Where it is necessary to temporarily fill vacancies because a decision has been made which will affect the number of permanent staff vacancies.

(ix) If the person is in Australia on a visa with a fixed duration.

(x) Workers' compensation.

(xi) Any other situations as agreed between the Employer and the Union, either at an industry or local level.

(b) The contract of employment of a fixed term contract employee will include the starting and finishing dates of employment, or in lieu of a finishing date, the specific circumstances relating to the situations as prescribed in subclause 11B.1(a).

11B.2 For the purposes of this clause "impractical" means not operationally viable because of factors such as the cost, the size or location of a facility.

11B.3 For the purposes of this clause "organisational change" means changes arising from the commissioning of Fiona Stanley Hospital, the commissioning of Midland Health Campus and consequential recommissioning of metropolitan hospitals.

11B.4 The parties will commence, six months prior to the expiry of this Agreement, consultation about the application of 11B.1(a)(vii).

11B.5 The Employer, on 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 and the corresponding positions to be filled permanently, including the timeframe, will be provided to the Union.

11B.6 Review – Fixed Term Contract Employment

(a) For the purposes of this subclause:

(i) an "eligible fixed term employee" is a fixed term employee who:

(A) has completed two or more years of service in the same or a similar role under one or more fixed term contracts with the same Employer without a break in service; and

(B) who does not have a documented record of unsatisfactory performance in their role.

(ii) a "break in service" is a break between contracts of more than 30 days, attributable to fluctuating demand or business need, or taken at the request of the employee.

Any period between contracts for which payment in lieu of leave has been made by the Employer does not count towards calculating the 30-day period.

If a question arises in a dispute under this Agreement as to whether a break between contracts constitutes a break in service, it is the responsibility of the Employer to demonstrate the break was attributable to fluctuating demand or business need, or in response to the employee's request, and was not imposed to avoid an obligation to review or permanently appoint an employee.

(b) An Employer must, no later than three months after:

(i) the date on which an employee became an eligible fixed term employee;

(ii) for an employee who is an eligible fixed term employee on the date of registration of this Agreement – that date; and

(iii) for an employee who continues to be employed on a fixed term contract in the same or a similar role without a break in service – each second anniversary of the date referred to in subparagraph (i) or (ii);

review the contract and the actual circumstances of the work being performed by the employee at the time of the review to determine whether the fixed term employment meets a circumstance listed in subclause 11B.1.

(c) If, after carrying out a review referred to in paragraph 11B.6(b), the Employer determines the fixed term employment does not meet a circumstance listed in subclause 11B.1, the Employer must appoint the employee permanently to the same position at their current FTE.

(d) The requirement at paragraph 11B.6(c) does not apply if the Chief Executive (CE), or CE's delegate, of the relevant Employer certifies in writing that the role performed by the fixed term employee can no longer be funded from within the Employer's approved salary expense limits.

(e) If, after carrying out a review referred to in paragraph 11B.6(b), the Employer determines the fixed term contract meets a circumstance listed in subclause 11B.1, the Employer must give the employee in writing no later than two weeks after the date of completing the review:

(i) a statement of the review outcome and the reasons for it; and

(ii) a plain-language summary of an Employer's obligations under this subclause to appoint eligible fixed term employees to permanent employment, and the actions the employee can take if they disagree with the review outcome.

(f) For the purposes of paragraph 11B.6(b), if an eligible fixed term employee is employed under multiple fixed term contracts with the same Employer, each contract and the circumstances of the work being performed under it is to be reviewed individually.

11B.7 An Employer may only engage a person as a casual employee in the following circumstances:

(a) if the hours and patterns of work are not regular and systematic;

(b) hourly, for a period of up to one week in each engagement; or

(c) in any other situation agreed between the Employer and the Union.

11B.8 Review – Casual Employment

(a) For the purposes of this subclause:

(i) an "eligible casual employee" is an employee described as a casual employee who:

(A) has completed 12 months of service with the same Employer in the same or a similar role without a break in service; and

(B) does not have a documented record of unsatisfactory performance in their role.

(ii) a "break in service" is a period of more than 60 days during which a person is not engaged by the Employer to perform work, attributable to fluctuating demand or business need or taken at the request of the employee.

If a question arises in a dispute under this Agreement as to whether a break between contracts constitutes a break in service, it is the responsibility of the Employer to demonstrate the break was attributable to fluctuating demand or business need, or in response to an employee request, and was not imposed to avoid an obligation to review or permanently appoint an employee.

(b) The Employer must review the circumstances of an eligible casual employee's engagement to determine whether or not they meet a circumstance described in subclause 11B.7 no later than three months after:

(i) the date on which the employee completes 12 months of service with the same Employer in a same or similar role without a break in service;

(ii) for an employee who is an eligible casual employee on the date of registration of this Agreement – that date; and

(iii) for an employee who has continued to be engaged as a casual employee without a break in service – each anniversary of the date referred to in subparagraph (i) or (ii).

(c) If the Employer determines an employee's engagement does not meet a circumstance listed in subclause 11B.7, the Employer must:

(i) establish a new permanent position reflecting the duties of the casual role at the FTE equivalent to the average hours worked by the employee for the preceding 12 months, unless:

(A) the CE (or delegate) of the relevant Employer certifies in writing that the role performed by the employee:

- has been wholly or substantially externally funded and the funding source will no longer be available; or

- can no longer be funded from within the Employer's approved salary expense limits;

(B) the average weekly hours worked by the employee for the preceding 12 months are less than the minimum shift hours allowed to be worked by a permanent employee under this Agreement; and

(ii) no later than two weeks after the date of the review:

(A) advise the employee in writing of the review outcome and the reasons for it; and

(B) if the Employer has established a new position, and unless a circumstance in paragraph 11B.8(d) applies, offer the employee permanent appointment to the newly established position.

(d) The employee whose engagement is the subject of a review resulting in the establishment of a new position is entitled to be appointed permanently to the position unless the employee is in Australia on a visa with a fixed duration.

(e) If, after carrying out a review referred to in paragraph 11B.8(b), the Employer determines the casual engagement meets a circumstance described in subclause 11B.7, the Employer must give the employee in writing no later than two weeks after the date of completing the review:

(i) a statement of the review outcome and the reasons for it; and

(ii) a plain-language summary of an Employer's obligations under this clause to establish permanent positions where employees have been working regular and systematic hours over a qualifying 12-month period, and the actions the employee can take if they disagree with the review outcome.

11B.9 In addition to the reviews of individual eligible casual employees provided at subclause 11B.8(b), the Employer, in consultation with the Union, will regularly review the use of casual employment at each Hospital in order to identify opportunities for the Employer to achieve its preference for the employment of staff on a regular and continuing full time or part time permanent basis. Such reviews will occur at least once in every calendar year. The outcomes of reviews of casual employment will be provided to the Union.

11C. REVIEW OF CONTRACTED HOURS

11C.1 A part time employee may request a review of their contracted hours. The Employer will respond with a decision resulting from the review within 21 days of the request being received by the Employer.

11C.2 Any proposed variation to an employee's contracted hours must consider any hours that the employee has been rostered to work in excess of their contracted hours, excepting any shifts worked to cover absence arising from the situations described in subclause 11B.1(a).

11C.3 If the Employer declines to change the employee's contracted hours, the Employer will set out reasons for the decision in writing.

12. SUPPORTED WAGE EMPLOYMENT

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

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

"Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability as documented in the Supported Wages System Assessment Guidelines.

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

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

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

(b) Eligibility Criteria

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

(ii) The clause does not apply to any existing employee who has a claim against the Employer which is subject to the provisions of 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.

(iii) The clause also does not apply to employers in respect of their facility, program, undertaking, services or the like which receives funding under the *Disability Services Act 1986* (Cth) and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension.

(c) Supported Wage 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 (d))	% of Prescribed Agreement Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable will be not less than $106 per week).

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

(d) Assessment of Capacity

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

(i) the Employer and the Union in consultation with the employee or, if desired by any of these; or

(ii) the Employer and an accredited Assessor from a panel agreed by the parties to the Agreement and the employee.

(e) Lodgement of Assessment Instrument

(i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the employee, will be lodged by the Employer with the Registrar of the Commission.

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

(f) Review of Assessment

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

(g) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage 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.

(h) Workplace Adjustment

An 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 organisation in consultation with other employees in the area.

(i) Trial Period

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

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

(iii) The minimum amount payable to the employee during the trial period will be no less than the amount prescribed by the relevant authority

(iv) Work trials should include induction or training as appropriate to the job being 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 will be entered into based on the outcome of assessment under subclause 12.1(d).

13. HOURS OF WORK

13.1 (a) The ordinary hours of work of all full-time employees will be worked under one of the following work cycles:

(i) 19 Day Month work cycle

A four week cycle of 19 days of eight hours each with 0.4 of one hour each day worked accruing as an entitlement to take the twentieth day in each cycle as a paid Accrued day off.

(ii) Nine Day Fortnight work cycle

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

(iii) Accrued days off work cycle

A cycle of 40 hours per week or 80 hours per fortnight with two hours of each week's work accruing as an entitlement to a maximum of 12 days off in each 12 month period. When working this cycle accrued days will be taken as follows:

(A) A minimum period of one week made up of five consecutive Accrued days off in conjunction with a period of Annual Leave or at a time mutually acceptable to the Employer and the employee.

(B) Where the Employer and employee mutually agree, Accrued days off can be taken in single day absences.

(iv) By agreement between the Employer and employee work cycles of 38 hours per week or 76 hours per fortnight may be implemented.

Before reaching an agreement, the Union will be informed by the Employer of the proposal to change and given reasonable opportunity to participate in the negotiations leading to agreement. Union involvement in the process does not mean the consent of the Union is required prior to the change to this work cycle.

(b) (i) During the course of employment, an employee may request to work under a work cycle provided at subclause 13.1(a)(i) to (iv).

(ii) The Employer will give genuine consideration to an employee's request, subject to operational requirements.

(iii) The Employer will respond to the request within 14 days of receipt of the application to work under a specified work cycle.

(iv) If the requested work cycle cannot be accommodated, the Employer will advise the employee of their decision, including reasons for the decision.

(c) (i) Alternative work cycles may be implemented by agreement between the Union and Employer.

(ii) Any agreement will particularise how the alternative work cycle will operate and will be reduced to writing. The written agreement may operate to override any provisions of this Agreement where this is the express intention of the parties.

(iii) If the Employer proposes an alternative work cycle for the whole of a Hospital or for part of a Hospital, a Consultative Committee will be established under Clause 50 - Consultation Mechanism.

(iv) A proposed alternative work cycle may be introduced after a secret postal ballot of affected employees, including where practicable those who are absent on leave, if a simple majority of the employees who are affected agree to the change.

(v) A proposed alternative work cycle ballot will be conducted by, and the results scrutinised and declared by, two returning officers. One returning officer will be nominated by the Employer. One returning officer will be nominated by the Union.

(vi) If a proposal is agreed by a majority of effected employees the change will be implemented with four weeks' notice.

(d) The Employer is supportive of flexible work arrangements in accordance with the relevant policy and/or procedures, where practicable. The Employer will give genuine consideration to a request for a flexible work arrangement, and such requests will not be unreasonably refused.

13.2 Maximum Daily Ordinary Hours

(a) The spread of hours of work will be from the time an employee signs on duty at the beginning of a shift until the employee signs off at the completion of the shift.

(b) The spread of hours of any one shift cannot exceed 10 hours.

(c) The exception to this is where a spread of hours exceeding 10 hours but not exceeding 11.5 hours, allows for the work to be undertaken without additional staff and/or expense.

13.3 Substituting an Accrued Day Off

Where the Employer and employee have agreed to substitute the employee's Accrued day off for another day, the Accrued day off will become an ordinary working day.

13.4 Maximum number of consecutive rostered days of work

Where practicable, an employee's ordinary hours of work will not be rostered over more than six consecutive days.

13.5 Rosters

(a) A roster setting out the ordinary hours of work will be displayed by the Employer where it can conveniently and readily be seen by all affected employees.

(b) The roster will show the start and finish times for each employee as well as breaks of shift; and each employee's rostered days off.

13.6 Posting and Changes to Rosters

(a) The roster will be posted at least 14 days before it comes into operation.

(b) The roster may be altered at any time because of a circumstance which the Employer could not have reasonably foreseen, including where an employee is absent from duty without prior notice on account of illness or other reason, or where an emergency renders it necessary.

(c) Where practicable, the employee concerned will be notified before the end of the shift immediately prior to the changed shift or on the day before the changed shift commences.

13.7 Roster of Accrued days off

(a) A roster for Accrued days off will be posted at least four weeks before it comes into operation.

(b) A roster for Accrued days off may allow an employee to take Accrued days off before they become due.

13.8 Minimum 10 hour break between ordinary hours of work

(a) An employee will have a minimum of 10 hours break between the finish of one shift and the commencement of the next shift.

(b) The exception to this is at the change of roster, where an employee may complete a night shift and be next rostered for afternoon shift.

13.9 Hospitals where daily average of occupied beds does not exceed four

There will be no fixed hours of duty in Hospitals where the daily average of occupied beds does not exceed four. This daily average will be calculated on the actual inpatient days only; outpatients and babies are not to be included for the purposes of these calculations.

13.10 Where the Employer is considering changes to rosters, regardless of whether the change is "major" or not, the following principles will be applied:

(a) Before any roster change is implemented the Employer will take into account the views and concerns of the affected employees. This will be done in an open and transparent fashion. Conditions outside the workplace (e.g. work life balance, family responsibilities, personal safety and public transport) must be taken into account.

(b) Where the Employer identifies or is advised of an adverse impact of a change to an employee the Employer will take reasonable steps to eliminate that impact or where this is not possible will take reasonable steps to mitigate the adverse consequences.

(c) Rostering must balance employee and Employer needs while recognising that the priority is the provision of quality patient care, operational efficiency and effectiveness.

(d) Rostering practices must serve to protect individual employees against discriminatory action.

(e) An employee may be represented by the Union at any stage.

13.11 Introduction of major changes to rostering

(a) If the Employer proposes to make a major change to rostering for the whole of a Hospital or for part of a Hospital that will have significant effects on employees, a Consultative Committee will be established under Clause 50 - Consultation Mechanism.

(b) When considering a major change to rostering the Employer will have regard to the impact on the work life balance and family responsibilities of employees and seek to balance these factors with the overriding consideration of operational efficiency and effectiveness.

(c) Before a definite decision is made and any change is implemented the Employer will take into account the views and concerns of the affected employees. This will be done in an open and transparent fashion. Conditions outside the workplace (e.g. work life balance, family responsibilities, personal safety and public transport) must be taken into account.

(d) Where the Employer identifies or is advised of an adverse impact of a change to an employee, the Employer will take reasonable steps to eliminate that impact or, where this is not possible, take reasonable steps to mitigate the adverse consequences.

(e) An employee may be represented by the Union at any stage.

(f) The Union will be notified in writing, as soon as a definite decision to make a major change to rostering is made. Such notification will be made at least two weeks before any further action, including meetings or employee consultations commence.

(g) Through the Consultative Committee process:

(i) Alternative proposals that may meet operational requirements may be developed and comment invited from all affected employees.

(ii) Expected benefits and possible detrimental effects of any proposal will be identified.

(iii) Mechanisms will be established to allow for effective communication between staff and the Employer and full discussion about any proposal.

(iv) A secret ballot of all affected employees, (including those on leave or workers' compensation who can be contacted as far as reasonably practicable), will be conducted by the consultative committee before any proposal is introduced. The Union will be notified 14 days before the holding of the ballot.

(v) If a proposal is agreed by a majority of effected employees in the ballot the change will be implemented with four weeks' notice.

(vi) An officer of the Union is entitled to attend, and address, any employee communication session or committee meeting convened pursuant to this subclause.

(vii) An alternative process may take place by agreement between the Union and Employer.

(h) If the Employer and the Union disagree on whether a proposed change is a major change the Commission may, pursuant to Clause 56 - Dispute Resolution Procedure, determine whether the process specified by subclause 13.11 is applicable.

(i) Where the Employer has complied with the provisions of this clause and nevertheless proposes to implement a change that has been rejected by an employee ballot the Commission may, pursuant to Clause 56 - Dispute Resolution Procedure, determine whether the change will be implemented.

(j) In dealing with disputes about a major change to rostering, the Commission will have regard to the preferences of employees while recognising that the priority is the provision of quality patient care, operational efficiency and effectiveness.

13.12 Allocation of Deficit Roster Hours

(a) The Employer may develop a process or procedures for the allocation of deficit roster hours that may become available from time to time.

(b) Where operationally viable, the process or procedures developed for the allocation of deficit roster hours will prioritise the allocation of those hours to permanent staff.

13.13 Permanent Relief Pools

(a) The purpose of a permanent relief pool is to assist the backfill of regular and planned leave absences, to ensure continuity of service delivery and management of workloads while also facilitating access to and management of leave.

(b) Where operationally viable, the Employer may introduce the use of a permanent relief pool in relation to any of the occupations covered by this Agreement.

(c) Subclauses 13.10 and 13.11 will not apply to rostering of employees from permanent relief pools.

14. HOURS OF WORK - ACCRUED DAYS OFF

14.1 Accrued days off may be accumulated provided that, where an employee has accumulated 11 or more days off, the Employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the Employer must give not less than:

(a) 24 hours' notice to the employee where one Accrued day off is to be taken.

(b) two weeks' notice is given to the employee where two or more Accrued days off are to be taken consecutively.

14.2 Accrued days off can be taken at any time where agreed to by the Employer and employee.

14.3 The Employer will respond to an application for an Accrued day off within 14 days of the date the application is submitted by the employee.

14.4 Accrued days off may be cashed out in accordance with Clause 45 - Cashing Out Leave Entitlements.

14.5 Prior to the commencement of this Agreement, penalties for Accrued days off were paid using one of the following two arrangements:

(a) Average of Last Two Pays Method

(i) The same method used for calculating the shift penalties in lieu of the Annual Leave loading for shift workers. The average of penalties paid in the two pays periods prior to the employee actually taking an Accrued day off are calculated and the employee is paid the ordinary time rate plus the average penalty amount.

(ii) This method applied at Fremantle Hospital, Royal Perth Hospital, Osborne Park Hospital and Princess Margaret Hospital.

(b) Paid as Earned Method

(i) Penalties paid on actual hours worked. For example in the case of a full time employee who works an eight hour shift, the employee is paid eight hours of shift penalty loading plus the ordinary time rate for 7.6 hours with the balance of time actually worked (0.4 hours) being credited towards an Accrued day off. When an Accrued day off is taken, payment is made at the ordinary time rate because the shift penalty loading has already been paid.

(ii) This method applied at Hospitals other than those cited in subclause 14 5(a)(ii).

14.6 Uniform Method of Payment

(a) All employees will transfer onto the Average of Last Two Pays Method effective from the first pay period on or after the date of registration of this Agreement or such later date the Employer determines is operationally practicable ("the date of transfer").

(b) For those employees who have been paid under the Paid as Earned Method, Accrued days off which have accrued prior to the date of transfer will continue to be paid at ordinary time when taken. Accrued days off which accrue after the date of transfer will be paid in accordance with the Average of Last Two Pays Method. Accrued days off accrued prior to the date of transfer will be taken first.

15. BREAKS

15.1 An employee cannot work more than five hours without a break.

(a) There will be no more than three breaks in any shift including meal breaks, except where the duration of the shift means a second meal break is provided.

(b) A meal break will be for a period of at least 30 minutes but not greater than one hour for each meal.

(c) The exception is that night shift employees will work a straight shift of eight hours which will include a paid meal break during which the employee will be on call.

15.2 Tea Breaks

(a) Employees will take only one tea break, up to a maximum of 15 minutes, per shift for shifts of four to eight hours duration.

(b) Employees undertaking a shift in excess of eight hours duration will be entitled to a tea break in both the first and second half of the shift, up to a maximum of 15 minutes each.

(c) Employees on shifts of less than four hours duration will not be entitled to a tea break.

(d) The shift duration referenced in this subclause will not include unpaid meal breaks.

15.3 An employee who is employed for greater than four hours is entitled to an unpaid meal break of not less than 30 minutes and not more than one hour as well as the tea break(s) applicable under subclause 15.2.

16. OVERTIME

16.1 Overtime entitlement

(a) Overtime means all time required to be worked in excess of the ordinary rostered hours of duty prescribed in Clause 13 - Hours of Work on any day the employee is rostered on duty.

(b) Overtime will be paid for at the rate of time and one half for the first two hours and double time after that, calculated on an employee’s hourly rate.

(c) The exception to this is that overtime worked on a Public Holiday will be paid at time and one half in addition to the employee's ordinary hourly rate of pay.

(d) Overtime will be paid in addition to the weekend or shift rates as the case may be.

16.2 Overtime rates on a rostered day off

(a) All work performed by rostered employees on any day on which they are rostered off duty or days worked in excess of those provided in Clause 13 - Hours of Work will be paid at the rate of double time.

(b) The exception to this is where the day worked is a Public Holiday then double time and one half will be paid.

16.3 Time off instead of payment for overtime

(a) When overtime is required because of the failure of another employee to report for duty and when agreed by both the employee and the Employer, time off equivalent to the time worked may be granted instead of payment for overtime.

(b) The exception is where a full additional shift is required then overtime rates will be paid.

(c) Overtime worked on any day stands alone.

(d) An employee who is recalled to work after leaving the workplace at the end of their shift will be paid a minimum of three hours at overtime rates.

(e) Where an employee does not have the 10 hour break as required in subclause 13.8 the employee will be paid overtime until the employee has a 10 hour break between shifts.

(f) Where the agreed length of a shift is extended past eight hours per day in accordance with Clause 13 - Hours of Work, overtime will be payable for time worked in excess of the rostered shift.

(g) In the case of part time employees overtime will be payable after the ordinary rostered hours worked have been worked for that day.

(h) Where an employee is required to work overtime for a period of at least two hours in excess of the daily required hours of work, the employee will be provided with a free meal or will be paid the overtime meal allowance contained in Clause 24 - Miscellaneous Allowances.

16.4 On call

(a) An employee is on call when the employee is given a written direction by the Employer, which may be in the form of a published roster, to remain at such a place or otherwise be immediately contactable by telephone or other means during the hours when the employee is not otherwise on duty in case of a call out requiring an immediate return to duty.

(b) An employee who is on call will be paid 18.75% of 1/38th of the weekly rate of pay prescribed for a Hospital Worker Level 10, 1st year for each hour or part thereof the employee is on call.

(c) The payments referred to in subclause 16.4(b) will not be made in respect to any period for which overtime is paid when the employee is recalled to work.

(d) Where it is determined that the means of contact is to be by mobile telephone, pager or similar device, the Employer will provide the employee with the device at no charge to the employee.

(e) An employee on call who is recalled to work for any purpose will be paid at the appropriate rate of pay prescribed by Clause 16 - Overtime for the period of the recall.

(f) Where an employee on call is recalled to work in accordance with subclause 16.4(e) then the employee is deemed to have commenced work at the time of the notification of the recall.

16.5 Overtime for casual employees

(a) A casual employee shall receive overtime in the following circumstances:

(i) for hours worked in excess of 76 ordinary hours over a fortnightly cycle.

(ii) where additional hours are accepted immediately prior to, or during their rostered shift on any day and any or all of the additional hours accepted exceed 10 hours in any one day.

(b) Overtime will be paid at time and a half for the first two hours and double time thereafter.

17. SHIFT WORK

17.1 For the purposes of this clause:

(a) Afternoon Shift means any shift commencing between 12 noon and before 6pm.

(b) Night Shift means any shift commencing between 6pm and 4am.

(c) Permanent Afternoon Shift or Permanent Night Shift means where an employee works either an afternoon or night shift as part of a non-rotating roster.

17.2 The allowances to be paid to employees for working shift work and permanent shift work are contained in Clause 25 - Shift, Weekend and Public Holiday Payment and Allowances.

17.3 The shift allowance will not apply to an employee who commences on or after 12 noon and completes the hours of that shift at or before 6pm on that day.

18. WEEKEND WORK

18.1 For the purposes of this clause:

(a) Weekend work means where an employee whose ordinary hours of work are rostered between 12 midnight on Friday and 12 midnight on Sunday.

(b) The Saturday and Sunday allowances to be paid to employees whose ordinary hours are rostered on Saturday and/or Sunday are contained in Clause 25 - Shift, Weekend and Public Holiday Payment and Allowances, noting the additional entitlement at subclause 25.2(b)(ii) where ordinary hours commenced on a Sunday extend into the following Monday.

18.2 The allowance prescribed for Saturday and/or Sunday work at subclause 25.2 are in substitution for and not cumulative on the allowances defined for Shift Work contained in subclause 25.1.

19. CLASSIFICATION AND WAGE RATES

19.1 Employees covered by this Agreement will be paid the weekly base rate of pay set out below:

Classification	Increase of $65 per week on and from 5 August 2024	Increase of $65 per week on and from 5 August 2025	Increase of $65 per week on and from 5 August 2026
Level 1/2 1st year	$1,226.69	$1,291.69	$1,356.69
Level 1/2 2nd year	$1,237.28	$1,302.28	$1,367.28
Level 1/2 3rd year	$1,260.45	$1,325.45	$1,390.45
Level 3/4 1st year	$1,245.49	$1,310.49	$1,375.49
Level 3/4 2nd year	$1,269.60	$1,334.60	$1,399.60
Level 3/4 3rd year	$1,291.19	$1,356.19	$1,421.19
Level 5 1st year	$1,267.30	$1,332.30	$1,397.30
Level 5 2nd year	$1,274.57	$1,339.57	$1,404.57
Level 5 3rd year	$1,287.35	$1,352.35	$1,417.35
Level 6 1st year	$1,272.55	$1,337.55	$1,402.55
Level 6 2nd year	$1,277.93	$1,342.93	$1,407.93

Classification	Increase of $65 per week on and from 5 August 2024	Increase of $65 per week on and from 5 August 2025	Increase of $65 per week on and from 5 August 2026
Level 6 3rd year	$1,289.36	$1,354.36	$1,419.36
Level 7 1st year	$1,284.46	$1,349.46	$1,414.46
Level 7 2nd year	$1,291.88	$1,356.88	$1,421.88
Level 7 3rd year	$1,304.46	$1,369.46	$1,434.46
Level 8 1st year	$1,305.63	$1,370.63	$1,435.63
Level 8 2nd year	$1,315.02	$1,380.02	$1,445.02
Level 8 3rd year	$1,329.53	$1,394.53	$1,459.53
Level 9 1st year	$1,329.05	$1,394.05	$1,459.05
Level 9 2nd year	$1,338.26	$1,403.26	$1,468.26
Level 9 3rd year	$1,353.35	$1,418.35	$1,483.35
Level 10 1st year	$1,342.59	$1,407.59	$1,472.59
Level 10 2nd year	$1,349.42	$1,414.42	$1,479.42
Level 10 3rd year	$1,361.59	$1,426.59	$1,491.59
Level 11 1st year	$1,371.19	$1,436.19	$1,501.19
Level 11 2nd year	$1,381.07	$1,446.07	$1,511.07
Level 11 3rd year	$1,397.01	$1,462.01	$1,527.01
Level 12 1st year	$1,395.45	$1,460.45	$1,525.45
Level 12 2nd year	$1,405.94	$1,470.94	$1,535.94
Level 12 3rd year	$1,422.19	$1,487.19	$1,552.19
Level 13 1st year	$1,433.46	$1,498.46	$1,563.46
Level 13 2nd year	$1,444.87	$1,509.87	$1,574.87
Level 13 3rd year	$1,461.78	$1,526.78	$1,591.78

19.2 Classifications

HOSPITAL WORKER LEVEL 1/2

Animal House Attendant (Grade 1)

Cafeteria Assistant (RPH)

Canteen Attendant (PMH)

Carpark Attendant

Cleaner

Domestic

Domestic (Hostel/Lodge)

Dry Cleaner

First Laundry person (country Hospitals - where more than one employed)

Food Service Attendant

Gardener (only one employed)

Gardener (other)

House Parent (Bunbury and Albany)

Hygiene Orderly (no driving - RPH)

Kitchen Attendant

Laboratory Attendant (Grade 1)

Laundry Worker

Machinist (other including any alterations)

Orderly (handling patients)

Orderly (other)

Senior Gardener (RPH)

Steward (Graylands)

Theatre Assistant (1st year RPH)

Ward Assistant (PMH)

Washing Machine Hands (including Hydros)

HOSPITAL WORKER LEVEL 3/4

All Purpose Orderly

Animal House Attendant (Grade 2)

Birth Suite & Theatre Orderly (KEMH)

Call Room Orderly (RPH, PMH, KEMH, Fremantle and SCGH)

Cook (other)

CSSD Assistant

CSSD Orderly

Dry Cleaner (Graylands)

Gardener and Propagator (Mental Health)

Gardener Herbicides (Mental Health)

Handyperson

Hospital Service Assistant

Hydrotherapy Attendant

Hygiene Orderly (driving - RPH)

Laboratory Attendant (Grade 2)

Machinist (who cuts and fits)

Menu Assistants

Patient Care Assistant

Shaving Orderly (RPH and Fremantle)

Theatre Assistant (2nd year and thereafter - RPH)

Theatre Orderly

HOSPITAL WORKER LEVEL 5

Assistant Dining Room Supervisor (RPH)

Assistant Supervisor (Hostel/Lodge)

Central Linen Room Supervisor (RPH)

Cook (only one employed)

Driver (less than 3 tonnes)

Head Gardener (Manjimup and Narrogin)

Linen Services Supervisor (Fremantle and KEMH)

Machinist Supervising Patients (Mental Health)

Programme Assistants (Alcohol and Drug Authority)

Storeperson (Grade 1)

Trainee Food Supervisor (RPH)

HOSPITAL WORKER LEVEL 6

Bus Driver (less than 25 passengers)

Driver (over 3 tonnes)

Hairdresser

Storeperson (Grade 2)

Supervisor (Hostel/Lodge)

HOSPITAL WORKER LEVEL 7

Bus Driver (25 passengers and over)

Second Cook (other hospitals)

Storeperson (Grade 3)

Transport Officer (RPH)

HOSPITAL WORKER LEVEL 8

Assistant Supervisor Cleaning Services (Graylands)

Cafeteria Supervisor (PMH)

Canteen Supervisor (PMH)

Cleaning Services Supervisor (KEMH)

Head Gardener (Kalgoorlie, Bunbury and Geraldton)

Horticulturist

Laundry Supervisor (PMH and Geraldton)

Pantry Supervisor (KEMH)

Trainer

HOSPITAL WORKER LEVEL 9

Assistant Housekeeper (Fremantle)

Bootmaker

Butcher, where appointed as such

Cafeteria Supervisor (RPH)

Dining Room Supervisor (PMH, KEMH and RPH)

First Cook (other Hospitals)

Head Gardener (PMH, Fremantle, SCGH and KEMH)

Housekeeper (country Hospitals with less than 20 beds)

Rehabilitation Assistants (Alcohol and Drug Authority)

Second Cook (RPH, SCGH, Fremantle PMH, KEMH and Graylands)

Senior Food Service Attendant (Hospitals with less than 100 beds)

HOSPITAL WORKER LEVEL 10

Assistant Housekeeper (SCGH)

Cleaning Services Supervisor (Port Hedland)

Head Orderly (KEMH)

Housekeeper (country Hospitals with 20 or more beds)

Laundry Supervisor (Narrogin)

Senior Food Service Attendant (Hospitals with 100 or more beds)

Tradesperson Cook

HOSPITAL WORKER LEVEL 11

Chef (other Hospitals)

Head Orderly (PMH, Fremantle and RPH)

Housekeeper (Fremantle)

Linen Room and Despatch Supervisor (Graylands)

Linen Services Supervisor (PMH)

Linen Supervisor (SCGH)

Sterilisation Technician

HOSPITAL WORKER LEVEL 12

Chef (RPH and Mental Health)

HOSPITAL WORKER LEVEL 13

Advanced Sterilisation Technician

19.3 Sterilisation Technicians

(a) "Trainee Sterilisation Technician" means:

(i) an employee who is undertaking a course of study leading to attainment of a Certificate III in Health Service Assistance (Sterilisation Services) and gaining on the job experience in a sterilisation unit in order to obtain employment as a Sterilisation Technician; or

(ii) an employee who has attained a Certificate III in Health Service Assistance (Sterilisation Services) and is working in a sterilisation unit in order to achieve the requisite experience for recognition as a Sterilisation Technician.

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

(c) "Advanced Sterilisation Technician" means a Sterilisation Technician who has advanced level competencies and undertakes complex specialised sterilisation duties.

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

(e) The weekly rate of pay of a Trainee Sterilisation Technician is 87% of the rate of pay of a Sterilisation Technician (87% of Level 11, 3rd Service Increment).

Effective Date	5 August 2024	5 August 2025	5 August 2026
Rate	$1,215.40	$1,271.95	$1,328.50

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

(g) The classification of an Advanced Sterilisation Technician is Level 13. The rate of pay is the 3rd Service Increment.

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

(i) An employee who was classified as a Sterilisation Technician Grade 1 under Western Australian Government Health Services (ALHMWU) Agreement 2002 will be classified as a Sterilisation Technician provided that the rate of pay of such an employee will be 95% of the rate of pay of a Sterilisation Technician (95% of Level 11, 3rd Service Increment).

Effective Date	5 August 2024	5 August 2025	5 August 2026
Rate	$1,327.16	$1,388.91	$1,450.66

19.4 Payment of Wages

(a) Wages will be paid fortnightly. Overtime and penalty rates where applicable will be paid at least monthly.

(b) Subject to Clause 20 - Recovery of Underpayments and Overpayments, no deduction will be made from an employee's wages unless the employee has authorised such deduction in writing.

(c) On termination of employment the Employer will pay to the employee all monies payable to that employee before the employee leaves the place of employment or as soon as practicable thereafter, by way of electronic funds transfer.

(d) Wages 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.

(e) Where such form of payment is impractical and some exceptional circumstances exist and by agreement between the Employer and the employee, payment by cheque may be made.

(f) An employee who performs shift or weekend work irregularly may be paid shift or weekend penalties during the pay period in which the work is performed.

19.5 Multi Purpose Service (MPS)

Enrolled Nurses may voluntarily agree to work shifts in the MPS setting in the classifications of Level 5 and 6 of this Agreement when those shifts are in addition to normal contracted hours.

19.6 Disputes about classifications

A dispute about the classification of an employee is a matter which will be resolved in accordance with Clause 56 - Dispute Resolution Procedure.

20. RECOVERY OF UNDERPAYMENTS AND OVERPAYMENTS

20.1 Underpayments

(a) Where an employee is underpaid in any manner:

(i) the Employer will, once the Employer is aware of the underpayment, rectify the error as soon as practicable;

(ii) 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

(iii) where the underpayment exceeds 5% of the gross wage paid to the employee that fortnight, the employee will be paid by way of a special payment as soon as practicable.

(b) 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.

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

20.2 Overpayments

(a) 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.

(b) Any overpayment will be repaid to the Employer within a reasonable period of time.

(c) 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 the intent to recover the overpayment.

(d) 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.

(e) 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:

(i) the Employer may not deduct or require an employee to repay an amount exceeding 5% of the employee's net pay in any one pay period without the employee's agreement; and

(ii) where necessary, the Employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.

(f) 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 56 - Dispute Resolution 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 resolution procedure.

(g) Nothing in this clause will be taken as precluding the Employer's legal right to pursue recovery of overpayments.

(h) Where an 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.

21. SALARY PACKAGING

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

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

21.3 The Employer will not unreasonably withhold agreement to salary packaging on request from an employee.

21.4 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.

21.5 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.

21.6 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.

21.7 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.

21.8 An employee may elect to cancel any salary packaging arrangement by giving a minimum of four weeks' notice.

21.9 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.

21.10 Notwithstanding subclauses 21.8 and 21.9, the Employer and the employee may agree to forgo the notice period.

21.11 The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.

21.12 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 19 - Classification Wage Rates, will continue to be so calculated despite an election to participate in any salary packaging arrangement.

21.13 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.

21.14 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 the Employers in terms or range of benefits or the conditions under which benefits are provided.

21.15 If an employee is found to have committed misconduct in claiming 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.

22. APPRENTICES

22.1 Apprentices Wages

(a) The weekly rate will be a percentage of the tradesperson's rate as hereunder:

Four Year Term	% of Tradesperson's Weekly Rate
First year	42
Second year	55
Third year	75
Fourth year	88
Three and a Half year Term	% of Tradesperson's Weekly Rate
First six months	42
Next year	55
Next following year	75
Final year	88
Three Year Term	% of Tradesperson's Weekly Rate

First year	55
Second year	75
Third year	88

22.2 For the purposes of this part "tradesperson's rate" means the rate of wage payable to a Tradesperson Cook as defined in Clause 19 - Classification and Wage Rates.

23. HOSPITAL ALLOWANCE

23.1 The Hospital Allowance that was previously payable under the *LHMU - Department of Health Support Workers Federal Agreement 2004* (AG838503 PR955334) has been included in the wage rate specified in Clause 19 - Classification and Wage Rates of WAIRC AG 59 of 2007.

23.2 The Hospital Allowance component of the wage rates specified in Clause 19 – Classification and Wage Rates are:

Effective Date	Level 1/2	Level 3/4
Weekly Wage (5 August 2024)	$34.89	$46.74
Weekly Wage (5 August 2025)	$36.68	$49.13
Weekly Wage (5 August 2026)	$38.47	$51.52

24. MISCELLANEOUS ALLOWANCES

24.1 Overtime – Meal Allowance

Where an employee is required to work overtime and such overtime is worked for a period of at least two hours in excess of the required daily hours of work, the employee will be provided with a meal free of cost, or will be paid the following sum as meal money:

Effective Date	5 August 2024
Rate	$14.74

24.2 Orderlies employed on boiler firing duties:

Effective Date	5.40% 5 August 2024	5.12% 5 August 2025	4.87% 5 August 2026
Rate per day	$3.83	$4.03	$4.23

24.3 A Storeperson required to operate a ride-on power operated tow motor, a ride-on power operated pallet truck or a walk-beside power operated high lift stacker in the performance of their duties will be paid the following allowance per hour whilst so engaged:

Effective Date	5.40% 5 August 2024	5.12% 5 August 2025	4.87% 5 August 2026
Rate per hour	$0.81	$0.85	$0.89

24.4 A Storeperson required to operate a ride-on power operated fork lift, high lift stacker or high lift stock picker or a power operated overhead traversing hoist in the performance of their duties will be paid the following allowance per hour whilst so engaged:

Effective Date	5.40% 5 August 2024	5.12% 5 August 2025	4.87% 5 August 2026
Rate per hour	$1.05	$1.10	$1.15

24.5 Leading Hand Allowance

(a) An employee other than one whose classification encompasses supervision of other employees will be paid the prescribed allowance, in addition to the ordinary wage, for each shift the employee works when rostered on to be in charge for that shift.

(b) An employee who is not rostered on to be in charge will be paid the prescribed allowance for the whole of the shift if the employee is placed in charge for more than two hours on that shift.

(c) Prescribed allowance

Effective Date	5.40% 5 August 2024	5.12% 5 August 2025	4.87% 5 August 2026
Not less than 3 and not more than 10 other employees – rate per hour	$1.00	$1.05	$1.10
More than 10 and not more than 20 other employees – rate per hour	$1.50	$1.58	$1.66
More than 20 other employees – rate per hour	$1.99	$2.09	$2.19

24.6 Uniforms and Protective Clothing

(a) Uniforms

The Employer will provide free of charge to each full time employee the following items of clothing:

(i) Trousers or skirts: six items.

(ii) Long or short sleeved shirts: six items.

(iii) Jackets or cardigans: two items.

(A) An employee may be provided with six dresses in lieu of the items specified in subclause 24.6(a)(i) and 24.6(a)(ii).

(B) Where a Hospital is situated north of 26 degrees south latitude, and by agreement between the Employer and Union, jackets and cardigans need not be provided.

(C) Any employee who may be required to work in the rain or pass through the rain in the course of their work will be provided with a waterproof coat.

(D) The standard uniform items prescribed in subclause 24.6(a) may be varied by agreement between the Employer and the Union where a Hospital has the need for particular items of clothing to be worn. In these circumstances each employee will have sufficient number of uniforms to ensure a clean uniform daily.

(E) No employee will be required to wear stockings or pantyhose.

(F) All employees must wear a suitable enclosed shoe however the Employer will not specify the colour or brand.

(G) Uniforms provided to employees will at all times remain the property of the Employer.

(H) Part time and casual employees will be entitled to uniforms in sufficient quantity to enable a clean uniform to be worn each day.

(b) Protective Clothing

Without limiting the provisions of this Agreement, employees will be provided with the following items of protective clothing as required:

(i) Chefs/Cooks/Stewards/Housekeepers – Aprons.

(ii) Gardeners/Outside Workers - one oilskin coat every two years or other sturdy weatherproof coat and one sun hat.

(iii) Hygiene Orderlies and Handy People - two sets of overalls annually.

(c) Laundry

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

(i) be laundered free of cost to the employee; or

(ii) in lieu of such free laundering the Employer may pay the employee the following allowance per week to partly cover the cost of laundering:

Effective Date	5 August 2024
Rate per week	$5.55

24.7 Mortuary Attendance Allowance

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

(i) washing and preparing a body for viewing;

(ii) undertaking duties on a body in a decayed state and/or following violent death;

(iii) assisting with a post mortem examination;

(iv) conducting a viewing where the employee is the only staff member present; and/or

(v) assisting police in removing clothing or taking photographs, the following allowance will be paid for each occasion of service:

Effective Date	5.40% 5 August 2024	5.12% 5 August 2025	4.87% 5 August 2026
Rate per occasion	$40.82	$42.91	$45.00

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

24.8 Ambulance Allowance

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

Effective Date	5.40% 5 August 2024	5.12% 5 August 2025	4.87% 5 August 2026
Rate per week	$69.85	$73.43	$77.01

24.9 Foul Linen Allowance

(a) Employees, other than those classified at Level 1/2 or Level 3/4, handling Foul linen in the course of their duties will be paid the prescribed rate per hour or any part thereof, to a maximum of the prescribed rate per day.

(b) Prescribed rate:

Effective Date	5.40% 5 August 2024	5.12% 5 August 2025	4.87% 5 August 2026
Hourly Rate	$1.78	$1.87	$1.96
Daily Rate	$5.50	$5.78	$6.06

25. SHIFT, WEEKEND AND PUBLIC HOLIDAYS PAYMENT AND ALLOWANCES

25.1 Shift Work Payment

In addition to the Ordinary Rate of Pay prescribed by this Agreement, and where consistent with the provisions contained in Clause 17 – Shift Work, the following will apply:

Loading per hour or pro rata for part thereof paid for time worked on:	5.40% 5 August 2024	5.12% 5 August 2025	4.87% 5 August 2026
Afternoon shift	$6.11	$6.42	$6.73
Night shift	$8.03	$8.44	$8.85

25.2 Weekend Work Payment

In addition to the Ordinary Rate of Pay prescribed by this Agreement, and where consistent with the provisions contained in Clause 18 - Weekend Work, the following will apply:

(a) Saturdays

A loading of 50% per hour pro rata for part thereof will be paid for ordinary time worked between midnight on Friday and midnight on Saturday.

(b) Sundays

(i)

Loading per hour or pro rata for part thereof paid for ordinary time worked between:	5.40% 5 August 2024	5.12% 5 August 2025	4.87% 5 August 2026
Midnight on Saturday and midnight on Sunday	$32.66	$34.33	$36.00

(ii) Where an employee works ordinary time between midnight Saturday and midnight Sunday, which continues after midnight Sunday, a 75% loading will be payable on the ordinary time worked between midnight Sunday and 7.30am on the following Monday.

25.3 Public Holiday Payment

In addition to the Ordinary Rate of Pay prescribed by this Agreement, and where consistent with the provisions contained in Clause 34 - Public Holidays, the following will apply:

(a) Public Holiday Loading

A loading of 150% per hour or pro rata part thereof will be paid for ordinary hours worked on a public holiday.

(b) Public Holiday Loading and Time Off in Lieu

A loading of 50% per hour or pro rata for part thereof will be paid for ordinary time worked on a public holiday where the employee elects to observe the public holiday as provided for by subclause 34.5(b).

25.4 The additional payments for Public Holidays and weekend work specified above, are in substitution for any additional payments for work done on afternoon and/or night shift.

26. DISTRICT ALLOWANCE

The terms of the *District Allowance (Government Wages Employees) General Agreement 2010* or its replacement apply.

27. FARES AND TRAVELLING ALLOWANCE

27.1 Where an employee is required during their normal working hours, by the Employer, to work outside their usual place of employment the Employer will pay the employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with the following.

27.2 Where an employee is required and authorised to use their own motor vehicle in the course of their duties they will be paid an allowance not less than that provided for in the schedules set out hereunder. Notwithstanding anything contained in this subclause the Employer and the employee may make any other arrangements as to car allowance not less favourable to the employee.

27.3 Where an employee in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein will be made at the appropriate rate applicable to each of the separate areas traversed.

(a) A year for the purpose of this clause will commence on 1 July and end on the following 30 June.

27.4 Rates of hire for use of employee's own vehicle on Employer's business

(a) Motor Vehicle Allowance

	Engine Displacement (in cubic centimetres)		
	OVER 2600CC	1600 – 2600CC	UNDER 1600CC
Area and Details	Cents	per	Kilometre
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0
North of 23.5° South Latitude	98.6	70.6	58.3
Rest of State	94.3	67.5	55.6

(b) Motor Cycle Allowances

Distance Travelled During a Year on Official Business	Rate Cents per Kilometre
Rate Per Kilometre	31.0

27.5 Motor vehicles with rotary engines are to be included in the 1600-2600cc category.

27.6 The allowance prescribed in this clause will be varied by the parties in accordance with any movement in the allowances in the *Public Service Award 1992*.

28. EMPLOYEES LIVING NORTH OF THE 26 DEGREE SOUTH LATITUDE

28.1 The conditions and allowances specified in this clause will apply to all employees whose headquarters are located north of the 26 degrees south latitude.

28.2 An employee will receive an additional five working days' Annual Leave on the completion of each 12 months' continuous service in the region provided that no leave loading is paid on additional leave.

28.3 An employee who proceeds on Annual Leave before having completed the necessary year of continuous service may be given approval for the additional five working days' leave, provided the leave is taken at the Employer's convenience and provided the employee returns to that region to complete the necessary service.

28.4 Where an employee has served continuously for at least 12 months north of the 26 degrees south latitude, and leaves the region because of promotion or transfer, a pro rata Annual Leave credit to be cleared at the Employer's convenience will be approved on the following basis:

Completed Months of Additional Service in the region after initial year of service	1	2	3	4	5	6	7	8	9	10	11
Pro Rata Additional Annual Leave (working days)	0	0	1	1	2	2	2	3	3	4	4

28.5 Where payment in lieu of pro rata Annual Leave is made on the death, resignation or retirement of an employee in the region, in addition to the payment calculated on a four week basis, payment may be made for the pro rata entitlement contained in subclause 28.4.

28.6 Employees who are tenants occupying Government Regional Officers' Housing (GROH) houses equipped with gas hot water systems are eligible for a reimbursement relating to the additional cost of having to purchase gas for use in the gas hot water system up to a maximum of $33.00 per month.

29. TRANSFER ALLOWANCE

29.1 Where practicable, at least 14 days' previous written notice will be given to an employee required to transfer from one Hospital to another.

29.2 An employee who is transferred from one place to another will be entitled to reasonable accommodation when the travel between the places of transfer necessitates an overnight stay and full payment of wages during the time of leaving duty and taking up their new duties.

29.3 An employee will be allowed the actual cost of any meal purchased while travelling. Meal times will be 8am, 1pm and 6pm. 47 cents for each morning and afternoon tea will be allowed when travelling at 11am and 4pm. Reasonable portage will be allowed. Claims for taxi fares must be supported by receipts for the fares claimed.

29.4 The meal allowance in subclause 29.3 will not be made for journeys completed between the ordinary meal times.

30. CALL ALLOWANCE (MPS SLEEP SHIFT)

30.1 Employees in the hostel/lodge setting of an MPS and who are required to remain on the hostel/lodge premises and to respond to resident's calls will be:

(a) deemed to be on call; and

(b) paid an on call allowance at the rate prescribed in subclause 30.8 for each such hour.

30.2 Time spent on call will not be regarded as ordinary hours or as time worked for any purpose whatsoever.

30.3 Payment of the on call allowance referred to in subclause 30.1 will be payment for work undertaken by the employee during any continuous period of on call unless the work is in excess of either:

(a) one hour; or

(b) two call outs.

30.4 For the purpose of subclause 30.3, time spent by an employee in attending to residents or securing the premises of the Employer will be regarded as a call out.

30.5 An employee will not be required to undertake any other duty of employment whilst on call.

30.6 Subject to subclause 30.3, an employee called out to work will be paid at overtime rates for the period of the call out with a minimum payment of 30 minutes, provided that payment is not made twice for the same period.

30.7 An on call period will not exceed 12 hours unless the premises at which the employee is required to remain is the employee's principal place of residence, in which case the employee may be on call for up to 14 hours.

30.8 The hourly on call rate is:

5.40% 5 August 2024	5.12% 5 August 2025	4.87% 5 August 2026
$10.32	$10.85	$11.38

30.9 An employee will not be entitled to the on call allowance prescribed by this clause for any hour in respect of which they are entitled to payment for ordinary hours or overtime.

30.10 All other conditions of employment for those employees working in the hostel/lodge setting of an MPS will be in accordance with the rest of this Agreement.

31. HIGHER DUTIES

31.1 An employee who performs duties which carry a higher minimum wage rate than that which the employee usually performs will be entitled to the higher rate while so employed.

31.2 Where such employee is engaged in the higher grade of work for more than two hours on any day or shift, the employee will be paid the higher rate for the whole day or shift.

31.3 An All Purpose Orderly who drives in excess of 15 hours per week will be entitled to higher duties payment for such hours in excess of 15 hours per week.

31.4 Higher duties do not apply where an employee is required to act in another position while the permanent employee is on a single Accrued day off.

31.5. Higher Duties in Hospital Salaried Officer Positions

(a) If an employee is required to temporarily fulfil, on an hour by hour basis, the role and responsibilities of a Hospital Salaried Officer Position:

(i) the employee will be remunerated for the time worked in the temporary role, at the hourly rate applicable to the classification of the role being temporarily filled;

(ii) payment is to be made for each hour, or part thereof, the employee is temporarily placed;

(iii) payment is to be calculated, at the end of each pay period, on the basis of the cumulative time spent undertaking the duties of the temporary placement position in that pay period; and

(iv) the employee will continue to be subject to all other provisions of this Agreement while so placed.

32. INTERNATIONAL SPORTING EVENTS LEAVE

32.1 Special leave with 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

(c) no contribution is made by the sporting organisation towards the normal salary of the employee.

32.2 The Employer will make enquiries with the Department of Local Government, Sport and Cultural Industries on:

(a) whether the application meets the above criteria; and

(b) the period of leave to be granted.

32A. EMERGENCY SERVICES LEAVE

32A.1 The Employer will grant paid leave to an employee who is a member of, or has a member like association with, an emergency management agency as defined by the *Emergency Management Act 2005* (WA), and who is absent from work to participate in an emergency response as a volunteer for the emergency management agency.

32A.2 Paid leave for an employee who is absent to volunteer for an emergency management agency includes any additional payments or allowances the employee would ordinarily have received if they had not been absent.

32A.3 An employee who intends to be absent from work for this purpose is to ensure the Employer is advised as soon as possible as to the absence and, where possible, the expected duration of leave.

32A.4 An application for Emergency Services Leave must be supported by written confirmation from the emergency management agency certifying that the employee was required for the specified period.

32B. PUBLIC HEALTH EMERGENCY LEAVE

32B.1 For the purpose of this clause, the following definitions apply:

(a) "Public health emergency" means an incident or emergency that is the subject of directions issued under Parts 11 or 12 of the *Public Health Act 2016* (WA).

(b) "Diagnosed person" means a person who has a current positive test result for a disease which is the subject of a public health emergency or an incident that is deemed a serious public health risk, by way of a testing or diagnostic regime endorsed by the relevant authority under the *Public Health Act 2016* (WA) as being a reliable indicator that the person has the disease.

(c) "Ordinary pay" for the purposes of this clause only will be calculated according to the ordinary hours the employee would have worked, had they not been subject to a government requirement to isolate or quarantine, and will be inclusive of any shift penalties which would have been payable. For casual employees, ordinary pay will be calculated with reference to the employee's rostered future shifts or, if there is no certainty about future rosters, the preceding four-week average of shifts worked.

32B.2 Special Public Health Emergency Leave

(a) The Employer is to credit each employee with 20 days of non-cumulative Special Public Health Emergency Leave on January 1 each year.

(b) An employee employed on a fixed term contract for a period of 12 months or more is to be credited with the same entitlement as a permanent employee. An employee on a fixed term contract for a period less than 12 months is to be credited on a pro rata basis for the period of the contract.

(c) A part time or casual employee is to be credited with the same entitlement as a permanent employee, calculated on a pro rata basis according to the number of hours worked each fortnight.

(d) Employees absent on Special Public Health Emergency Leave will receive their ordinary pay.

(e) Employees who have exhausted their Special Public Health Emergency Leave can access existing Personal Leave entitlements under Clause 35 – Personal Leave of this Agreement.

32B.3 Eligibility for Special Public Health Emergency Leave

(a) Special Public Health Emergency Leave can only be taken in respect of absences from work during:

(i) a public health emergency; or

(ii) other significant events as agreed between the Union and Government Sector Labour Relations.

(b) An employee who is a diagnosed person or is subject to a government requirement to isolate or quarantine can access Special Public Health Emergency Leave before existing Personal Leave entitlements under Clause 35 – Personal Leave of this Agreement.

(c) Employees with caring responsibilities can access Special Public Health Emergency Leave if they are caring for, or providing support to a member of the employee's family or household because:

(i) the other person is a diagnosed person or is subject to a government requirement to isolate or quarantine; or

(ii) a child's school has closed or the person's other care arrangements are unavailable because of a public health emergency.

(d) Compassionate access to special public health emergency leave can be granted in exceptional circumstances despite not being a reason referred to in subclause 32B.3(c).

(e) Special Public Health Emergency Leave will not be debited for public holidays that the employee would have observed.

(f) An employee is unable to access Special Public Health Emergency Leave while on any period of Leave Without Pay, Maternity Leave, Adoption Leave or Other Parent Leave, or Annual or Long Service Leave except as provided for in subclauses 35.14 (re-crediting Annual Leave) and 35.15 (re-crediting Long Service Leave).

32B.4 Notice and Access

(a) Special Public Health Emergency Leave can be taken on an hourly basis.

(b) Reasonable and legitimate requests for Special Public Health Emergency Leave will be approved subject to available credits. Where practicable, the employee must give reasonable notice before taking leave.

(c) 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.

32B.5 Evidence

(a) The Employer can require evidence that would satisfy a reasonable person to support an application for Special Public Health Emergency Leave.

32C. DEFENCE FORCE RESERVES LEAVE

32C.1 The Employer must grant leave of absence for the purpose of Defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.

32C.2 Leave of absence may be paid or unpaid in accordance with the provisions of this clause.

32C.3 Application for leave of absence for Defence service will, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee will provide a certificate of attendance to the Employer.

32C.4 Paid leave

(a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for Defence service, subject to the conditions set out hereunder.

(b) 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.

(c) On written application, an employee will be paid salary in advance when proceeding on such leave.

(d) Casual employees are not entitled to paid leave for the purpose of Defence service.

(e) An employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of 12 months commencing on 1 July in each year.

(f) An employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of 12 months commencing on 1 July. Pay for this leave will 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 salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.

32C.5 Unpaid leave

(a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in subclause 32C.4 will be unpaid.

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

32C.6 Use of other leave

(a) An employee may elect to use Annual or Long Service Leave credits for some or all of their absence on Defence service, in which case they will be treated in all respects as if on normal paid leave.

(b) The Employer cannot compel an employee to use Annual Leave or Long Service Leave for the purpose of Defence service.

32D. CULTURAL/CEREMONIAL LEAVE

32D.1 Cultural/Ceremonial Leave will be available to all employees.

32D.2 Such leave will include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.

32D.3 Employees are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between the Employer and employee and sufficient leave credits being available.

32D.4 The Employer will assess each application for Ceremonial/Cultural Leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.

32D.5 The Employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.

32D.6 Cultural/Ceremonial Leave may be taken as whole or part days off. Each day or part thereof will be deducted from:

(a) the employee's Annual Leave entitlements (where applicable); or

(b) Accrued days off or time in lieu.

32D.7 Time off without pay may be granted by arrangement between the Employer and the employee for cultural/ceremonial purposes.

32E. CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES

32E.1 Employees who identify as Aboriginal or Torres Strait Islander are entitled to paid Cultural Leave which can be accessed to participate in any of the following:

(a) cultural and ceremonial obligations under Aboriginal or Torres Strait Islander lore, customs or traditional law; and

(b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.

32E.2 Up to five days of paid Cultural Leave per calendar year, paid at the Ordinary Rate of Pay, will be available under this clause. The leave need not be taken in one continuous period. Paid Cultural Leave will not accrue from year to year and will not be paid out on termination.

32E.3 A part time employee will receive the same paid leave entitlement as a full time employee but payment will only be made for the hours that would normally have been worked had it not been for the leave.

32E.4 The Employer will assess each application for Cultural Leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.

32E.5 The Employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.

32E.6 If an Employer requires an employee to attend to business associated with an Aboriginal or Torres Strait Islander organisation, or an organisation that works to facilitate Aboriginal or Torres Strait Islander interests, the attendance is considered to be a part of the employee's normal duties and the employee need not access leave under this or any other clause to enable it.

32E.7 Cultural leave granted under this clause is in addition to the leave provided by Clause 38 – Bereavement Leave and Clause 32D - Cultural/Ceremonial Leave.

32F. PAID LEAVE FOR ENGLISH LANGUAGE TRAINING

32F.1 Leave during normal working hours without loss of pay will be granted to employees from a non-English speaking background who are unable to meet standards of communication to advance career prospects, who constitute a safety hazard or risk to themselves and/or fellow employees, or who are not able to meet the accepted requirements of the employee's particular occupation or the health industry, to attend English training conducted by an approved and authorised authority. The selection of employees for training will be determined by consultation between the Employer and the Union.

32F.2 Leave will be granted to enable employees selected to achieve an acceptable level of vocational English proficiency. In this respect the tuition content with specific aims and objectives incorporating the pertinent factors at subclause 32F.3 will be agreed between the Employer, the Union and the Adult Multicultural Education Services or other approved authority conducting the training.

32F.3 Subject to appropriate needs assessment, participation in training will be on the basis of a minimum of 100 hours per employee per year.

32F.4 The agreed desired proficiency level will take account of the vocational needs of an employee in respect of communication, safety, welfare, and productivity within their current position as well as those positions to which they may be considered for promotion or redeployment. It will also take account of issues in relation to training, retraining and multi-skilling, award restructuring, industrial relations and safety provisions, and equal opportunity employment legislation.

33. ANNUAL LEAVE

33.1 A full time employee is entitled to a period of four consecutive weeks (152 hours) Annual Leave for each year of service.

33.2 A part time employee will accrue Annual Leave based on the proportion that the average number of hours worked over the accrual period bears to the full time entitlement for Annual Leave.

33.3 Annual Leave accrues on a pro rata weekly basis.

33.4 Shift Workers

(a) An employee whose ordinary hours of work regularly rotate afternoon and/or night shift with day shift as defined in Clause 17 - Shiftwork, will be granted an additional week's leave, per year.

(b) An employee who works afternoon or night shifts, which are not subject to regular rotation, will be granted an additional day's leave (up to an extra five days per year) for each seven weeks actually worked on afternoon and/or night shift.

(c) An employee who has worked 31 weeks on non-rotating shifts will be granted an additional week's leave, per year.

33.5 Orderlies and ward assistants at Selby Lodge and Graylands are entitled to five consecutive weeks of leave.

33.6 Orderlies and ward assistants at Selby Lodge and Graylands will not be eligible for an additional week's leave pursuant to the provisions of subclauses 33.4(a), 33.4(b) and 33.4(c).

33.7 Before starting any period of Annual Leave each employee will be paid for that period of leave as follows:

(a) Where an employee has worked less than the full time hours per week specified in Clause 13 - Hours of Work over the accrual period for which Annual Leave is being taken, the hours for which payment if made will be calculated on an average of the number of hours worked per week during the accrual period.

(b) Payment will be at the rate of wage the employee would have received had they not proceeded on leave, including any shift and weekend penalties.

(c) Where it is not possible to calculate the shift and weekend penalties the employee 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 the Annual Leave.

(d) Where an employee has been on higher duties for at least half of the calendar month before starting leave then they will receive the higher rate of pay while on that leave.

33.8 In addition to the payments contained in subclause 33.7 above, employees on Annual Leave will be paid leave loading as follows:

(a) Dental Health Services employees will be paid in addition to their weekly rate of pay, defined in Clause 19 - Classifications and Wage Rates, a loading of 17.5% of the rate of pay for the period of leave.

(b) All other employees will receive an additional 18.75% leave loading payment calculated on their base rate of pay.

(c) The exception to this is that employees who receive payment for penalties while on Annual Leave will receive the 18.75% loading or the penalty payments whichever is the greater.

(d) Provided that the maximum loading payable for each week of leave will not exceed 17.5% of a week's salary of a Level 8.1 employee as per Schedule 2 – General Division Salaries under the *Public Sector CSA Agreement 2022* or its replacement as at 1 January in the calendar year in which the leave accrues, provided further that the limitation will not affect an employee's entitlement to any payments by way of shift or weekend penalties under this subclause.

(e) The leave loading prescribed by this subclause will not apply on termination to Annual Leave accrued since an employee's last anniversary date.

33.9 An employee may, with the Employer's agreement be allowed to take Annual Leave before it has accrued.

33.10 An employee will be given at least four weeks' notice of the commencement date of their leave.

33.11 By mutual agreement between the Employer and employee, Annual Leave may be taken in multiple portions. This may include up to five single days, however at least 1 portion taken will not be less than two consecutive weeks.

33.12 The Employer will respond to an application for Annual Leave within 14 days of the date the application was submitted by the employee.

33.13 When an employee requests that their Annual Leave be split into two or three portions the Employer will make every reasonable effort to accommodate the employee's request.

33.14 Employees continue to accrue Annual Leave while:

(a) on Annual Leave;

(b) on Long Service Leave;

(c) observing a Public Holiday prescribed by this Agreement;

(d) on paid Personal Leave;

(e) on the first three months of a period of unpaid Personal Leave that is in excess of three months; and/or

(f) in receipt of income compensation under the *Workers Compensation and Injury Management Act 2023* (WA).

33.15 When an employee proceeds on the four weeks Annual Leave prescribed in subclause 33.1, there will be no accrual towards an Accrued day off.

33.16 Accrual towards an Accrued day off will continue during any other period of Annual Leave prescribed by this clause.

33.17 At termination of employment employees will be paid 2.92 hours' pay at the rates defined in this clause for each week of Annual Leave not already taken.

(a) The exception to this is that orderlies and ward assistants at Selby Lodge and Graylands, who are entitled to an additional week's leave, will be paid 3.65 hours' pay for each week of Annual Leave not already taken.

(b) Leave paid out on termination does not include leave loading on leave which has accrued since the last anniversary date.

33.18 If at termination an employee has taken more leave than has been accrued, the employee will pay back that leave. Notwithstanding any other provision of this Agreement the Employer may deduct any money owing from the employee's final pay.

33.19 Clearance of excessive leave balances

(a) The Employer may give notice to an employee of a requirement to utilise leave credits in excess of 10 weeks.

(b) Within 30 days of the date notice is given, the Employer and employee will reach agreement on a program of taking leave to progressively reduce, within a 24 month period, the balance to 10 weeks. The program for taking leave will include clearance of the leave accrued during that 24 month period.

(c) Nothing prevents the Employer and an employee agreeing in writing that a balance of more than 10 weeks can be maintained for a specific purpose.

34. PUBLIC HOLIDAYS

34.1 Prescribed Public Holidays

(a) Employees will be entitled to the following holidays without loss of pay:

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

(b) Additional or substituted Public Holidays proclaimed under Section 7 of the *Public and Bank Holidays Act 1972* (WA) will be observed as Public Holidays under this Agreement in accordance with the proclamation.

34.2 Where any of the listed Public Holidays, except for Easter Sunday, fall on a Saturday or a Sunday, the holiday will be observed on the next succeeding Monday.

34.3 When Boxing Day falls on a Sunday or a Monday, the holiday will be observed on the next succeeding Tuesday.

34.4 The Public Holiday loading will then be payable on the day on which the respective Public Holiday is observed.

34.5 Subject to subclause 34.8, a rostered employee working a Public Holiday can elect to:

(a) be paid the loading set out in subclause 25.3(a); or

(b) be paid the loading set out in subclause 25.3(b) and be allowed to take a day's holiday in lieu of the Public Holiday at a time mutually acceptable to the Employer and employee.

An employee's election will not be unreasonably refused.

34.6 Subject to subclause 34.8, when any Public Holiday falls on a day when a rostered employee has not been required to work on that day, the employee will elect to:

(a) be paid as if the day was an ordinary working day; or

(b) be allowed to take a day's holiday in lieu of the Public Holiday at a time mutually acceptable to the Employer and employee.

An employee's election will not be unreasonably refused.

34.7 Subject to subclause 34.8, when any of the above listed Public Holidays fall during an employee's period of Annual Leave, the Public Holiday or Public Holidays will be observed on the next succeeding work day or days as the case may be after the completion of that period of Annual Leave.

34.8 (a) Employees at Selby Lodge and Graylands (other than gardening staff) will take the first five Public Holidays occurring in any 12 months period at the conclusion of the next period of Annual Leave.

(b) Except where rostered employees at Selby Lodge and Graylands (other than gardening staff) are rostered off duty and the employee has not been required to work on that day then the employee will only be allowed to take a day's holiday instead of the Public Holiday, at a time acceptable to both the Employer and the employee.

(c) The remaining Public Holidays are to be taken at a time agreed between the Employer and employee within a 12 month period of the Public Holiday becoming due. If not taken during this time the Public Holiday will be paid out at the current Ordinary Rate of Pay.

34.9 When a Public Holiday falls on a day when an employee is on an Accrued day off, the employee will be allowed to take a day's holiday instead of the Public Holiday on an alternative day agreed between the employee and the Employer, which can include taking as a single day absence, or in conjunction with a period of Annual Leave or Accrued day(s) off.

34.10 An employee while on a Public Holiday will continue to accrue an entitlement to an Accrued day off.

34.11 Where Public Holidays fall during a period of absence due to Leave Without Pay or workers' compensation it will not be a paid holiday except that if the employee is available immediately preceding or following the Public Holiday then it will be a paid holiday.

34.12 Payment for Public Holidays for employees covered by this Agreement is contained in Clause 25 - Shift, Weekend and Public Holiday Payment and Allowances.

35. PERSONAL LEAVE

35.1 Introduction

(a) The intention of Personal Leave is to give employees and Employers greater flexibility by providing leave for a variety of personal purposes. Personal Leave is not to be used for circumstances normally met by other forms of leave.

(b) Personal Leave is not available to casual employees except for Unpaid Carer's Leave as prescribed by subclause 35.21.

(c) Personal Leave will be paid at the Ordinary Rate of Pay provided that, when Personal Leave is taken for the purposes of:

(i) illness or injury (sick leave); or

(ii) to provide care or support to a member of the employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member (carer's leave);

the rate of pay will include the shift and weekend penalties that they would have received had they not proceeded on Personal Leave.

35.2 Entitlement

(a) The Employer will credit each permanent full time employee with 114 hours Personal Leave credits for each year of continuous service of as follows:

	Personal Leave
On the day of initial appointment	64.6 hours
On completion of 6 months' continuous service	49.4 hours
On the completion of 12 months' continuous service	114 hours
On the completion of each further period of 12 months' continuous service	114 hours

(b) 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.

(c) 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.

35.3 In the year of accrual the 114 hours Personal Leave entitlement may be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year of accrual any unused Personal Leave from that year is cumulative and added to Personal Leave accumulated from previous years.

35.4 For the purposes of this clause, a reference to illness shall include physical and psychological ill health.

35.5 Personal Leave will not be debited for Public Holidays, which the employee would have observed.

35.6 Personal Leave may be taken on an hourly basis.

Mental Health

35.7 The Employer is committed to providing mentally healthy workplaces. This includes working to eliminate stigma attached to mental health in the workplace and provide support and assistance to Employees (e.g. through employee assistance program services and training) to manage mental health.

35.8 Employers must do what is reasonably practicable to eliminate or minimise risks to psychological health and safety in the workplace. In consultation with the Work Health and Safety Committee, where one is established, Employers must assess and implement suitable control measures to eliminate or minimise workplace contributory risks in accordance with legislative requirements.

35.9 Variation of Ordinary Working Hours

(a) 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.

(b) 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.

(c) 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.

35.10 Reconciliation

(a) At the completion of an anniversary year, where an employee has taken Personal Leave in excess of their current and accrued entitlement the unearned leave must be debited at the commencement of the following anniversary year/s.

(b) The remaining portion of debited Personal Leave, which exceeds the leave credited, is to be debited at the commencement of the subsequent and where necessary following anniversary year/s.

(c) 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.

35.11 Access

(a) An employee is unable to access Personal Leave while on any period of Parental Leave or Leave Without Pay. An employee is unable to access Personal Leave while on any period of Annual or Long Service Leave, except as provided for in subclauses 35.14 and 35.15.

(b) (i) If an employee has exhausted all accrued Personal Leave the Employer may allow the 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.

(ii) An employee seeking to be absent due to personal illness or injury who has exhausted all accrued Personal Leave may request to access any accrued Annual or Long Service Leave entitlements available. The employee must complete the necessary application and provide evidence to satisfy a reasonable person to support the absence.

(c) 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.

35.12 Application for Personal Leave

(a) Reasonable and legitimate requests for Personal Leave will be approved subject to available credits. Subject to subclause 35.2 the Employer may grant Personal Leave in the following circumstances:

(i) Where the employee is ill or injured;

(ii) To care or support a member of the employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member;

(iii) For unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention; or

(iv) For planned matters that cannot be organised outside of normal working hours or accommodated by flexible working arrangements or other leave and which are either;

(A) of a one-off nature; or

(B) of a regular on-going nature in relation to the management of an injury or illness affecting the employee or a member of the employee's family or household.

(b) Employees must complete the necessary application and clearly identify which of the above circumstances apply to their Personal Leave request.

(c) The definition of family will be the definition 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.

(d) Where practicable, the employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible after commencement of the shift. Where possible, an estimate of the period of absence from work will be provided.

35.13 Evidence

(a) An application for Personal Leave exceeding two consecutive working days will be supported by evidence that would satisfy a reasonable person of the entitlement.

(b) 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.

(c) 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.

(d) Where the Employer has reasonable grounds to believe that the employee's illness is due to serious and wilful misconduct in the course of the employee's employment, 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 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.

(e) 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.

35.14 Re-crediting Annual Leave

Where an employee is ill during the period of Annual Leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of the illness the employee was confined to their place of residence or a Hospital for a period of at least seven 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.

35.15 Re-crediting Long Service Leave

Where an employee is ill during the period of Long Service Leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of illness the employee was confined to their place of residence or a Hospital for a period of at least 14 consecutive calendar days, the Employer may grant Personal Leave for the period during which the employee was so confined and reinstate Long Service Leave equivalent to the period of confinement.

35.16 Personal Leave Without Pay Whilst Ill or Injured

(a) 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.

(b) Personal Leave Without Pay not exceeding a period of three months in a continuous absence does not affect salary increment dates, anniversary date of sick leave credits, Long Service Leave entitlements or Annual Leave entitlements. Where a period of Personal Leave Without Pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.

(c) 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 parts (ii), (iii) or (iv) of subclause 35.12(a). However, other forms of leave including Leave Without Pay may be available.

35.17 Other Conditions

(a) Where an employee who has been retired from the Western Australian Public Sector on medical grounds resumes duty therein, Personal Leave credits at the date of retirement will be reinstated. This provision does not apply to an employee who has resigned from the Western Australian Public Sector and is subsequently reappointed.

(b) Unused Personal Leave will not be cashed out or paid out when an employee ceases their employment.

35.18 Workers' Compensation

(a) Where an employee suffers a disease or injury within the meaning of section 5 of the *Workers Compensation and Injury Management Act 2023* (WA) which necessitates that employee being absent from duty, Personal Leave with pay will be granted to the extent of Personal Leave credits. In accordance with section 61(3) of the *Workers Compensation and Injury Management Act 2023* (WA) where the claim for workers' compensation is decided in favour of the employee, Personal Leave will be reinstated and the period of absence will be granted as Leave Without Pay.

(b) In accordance with section 61(2) of the *Workers Compensation and Injury Management Act 2023* (WA), where the employee is in receipt of compensation payments under that Act, the period of Leave Without Pay granted under subclause 35.18 will count as service towards the accrual of personal, annual and long service leave entitlements.

35.19 Portability

(a) 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:

(i) immediately prior to commencing employment with the Employer, the employee was employed in the service of:

(A) the Western Australian Public Sector; or

(B) any other State or Territory of Australia where there is reciprocity of recognition and transfer of leave entitlements; or

(C) the Commonwealth Government of Australia where there is reciprocity of recognition and transfer of leave entitlements; and

(ii) the employee's employment with the Employer commenced no later than one week after ceasing previous employment; and

(iii) the Personal Leave credited will be no greater than that which would have applied had the entitlement accumulated whilst employed in the Western Australian Public Sector.

(b) The maximum break in employment permitted by subclause 35.19(a)(ii) may be varied by the approval of the Employer provided that where employment with the Employer 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.

35.20 Travelling Time for Regional Employees

(a) Subject to the evidentiary requirements set out in subclause 35.13, 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.

(b) 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.

(c) The provisions of subclause 35.20(a) and (b) are not available to employees while on Leave Without Pay or Personal Leave Without Pay.

(d) The provisions of subclause 35.20(a) and (b) apply as follows.

(i) 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.

(ii) 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.

(iii) 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.

(e) The provisions do not apply to casual employees.

35.21 Unpaid Carer's Leave

(a) Subject to the provisions of subclause 35.21(b), an employee, including a casual employee, is entitled to Unpaid Carer's Leave of up to two days for each occasion (a "permissible occasion") on which a member of the employee's family or household requires care or support because of:

(i) an illness or injury of the member; or

(ii) an unexpected emergency affecting the member; or

(iii) the birth of a child of the member.

(b) An employee is entitled to Unpaid Carer's Leave for a particular permissible occasion only if the employee cannot take paid carer's leave during the period.

(c) The definition of family is the same as provided for at subclause 35.12(c).

(d) The Employer may grant an employee Unpaid Carer's Leave in excess of two days.

(e) Unpaid Carer's Leave may be taken on an hourly basis.

35.21 Sick Leave for War-Caused Illness

(a) An employee who produces evidence from the Department of Veterans' Affairs stating that the employee has a war-caused illness will be credited special paid leave of 15 working days per annum.

(b) The special paid leave pursuant to this subclause:

(i) may accumulate up to a maximum of 45 working days;

(ii) is to be recorded separately to the employee's normal Personal Leave entitlement;

(iii) is only to be accessed for sickness related to the war-caused illness; and

(iv) may be accessed despite normal Personal Leave credits being available.

(c) An application for paid leave pursuant to this subclause is to be supported by evidence that would satisfy a reasonable person of the entitlement.

36. FAMILY AND DOMESTIC VIOLENCE LEAVE

36.1 In recognition that employees may face situations of violence or abuse in their personal life that may affect their attendance or performance at work, the Employer is committed to providing support to employees who may experience family and domestic violence as provided for in this clause.

36.2 An employee will not be discriminated against because of their disclosure of, experience of, or perceived experience of, family and domestic violence.

36.3 The Employer will not tolerate employees perpetrating family and domestic violence in or from the workplace. Employees must not use work facilities to perpetrate family and domestic violence. Any such conduct may constitute a breach of discipline.

Definitions of Family and Domestic Violence

36.4 (a) The meaning of family and domestic violence is in accordance with the definition in the *Restraining Orders Act 1997* (WA) (new Section 5A) as amended by the *Restraining Orders and Related Legislation Amendment (Family Violence) Act 2016* (WA).

(b) To avoid doubt, this definition includes behaviour that:

(i) is physically or sexually abusive; or

(ii) is emotionally or psychologically abusive; or

(iii) is economically abusive; or

(iv) is threatening; or

(v) is coercive; or

(vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or

(vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

Access to Family and Domestic Violence Leave

36.5 In accordance with the following subclauses, an employee, including a casual employee, may apply for leave to deal with matters related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the employee seeking the leave.

36.6 Such matters related to family and domestic violence may include attendance at medical appointments, legal proceedings; counselling, appointments with a medical or legal practitioner; relocation or making other safety arrangements; and other matters of a compassionate or pressing nature related to the family and domestic violence which arise without notice and require immediate attention.

36.7 Subject to subclauses 36.5 and 36.6, an employee experiencing family and domestic violence will have access to 10 non-cumulative days per year of paid Family and Domestic Violence Leave, in addition to their existing leave entitlements.

36.8 If an employee has exhausted the 10 days paid leave provided by subclause 36.7, the Employer may allow the employee to anticipate up to 10 days paid Family and Domestic Violence Leave from the next year's entitlement.

36.89 Upon exhaustion of the leave entitlement in clause 36.7 and 36.8, employees will be entitled to up to two days unpaid Family and Domestic Violence Leave on each occasion.

36.10 Family and Domestic Violence Leave does not affect salary increment dates, Long Service Leave entitlements or Annual Leave entitlements.

36.11 Subject to the Employer's approval of the application, Family and Domestic Violence Leave may be taken as whole or part days off.

36.12 Application for leave under this clause for casual employees will apply to the extent of their agreed working arrangements.

Notice and Evidentiary Requirements

36.13 The employee will notify their Employer as soon as reasonably practicable of their request to take leave under this clause.

36.14 Supporting evidence of family and domestic violence may be required to access paid leave entitlements however this should not be onerous on the employee. Leave may be granted without supporting documentation where the Employer is satisfied it is not required.

36.15 Evidence may include a document issued by the police, a court, a legal service, a health professional, or a counsellor, a financial institution, a family violence support service or a refuge service. A statutory declaration may also be provided.

36.16 Such evidence will be dealt with in accordance with the confidentiality provisions in this clause. Only the employee will retain a copy of the evidence and information will not be kept on an employee's personnel file, unless otherwise agreed.

Access to other forms of leave

36.17 Subject to the leave provisions of this Agreement, an employee experiencing family and domestic violence may access other leave entitlements.

36.18 Subject to the Employer's approval of the application, and sufficient leave credits being available, leave may be taken as whole or part days off.

36.19 Forms of other paid leave include:

(a) Personal Leave entitlements;

(b) Annual Leave;

(c) accrued Long Service Leave;

(d) Accrued days off;

(e) purchased leave; and/or

(f) accrued time off in lieu of overtime.

36.20 Approval of Leave Without Pay is subject to the provisions of this Agreement.

Confidentiality

36.21 The Employer will take all reasonable steps to ensure any information disclosed by employees regarding family and domestic violence is kept strictly confidential. Disclosure will be on a need-to-know basis only and only to maintain safety. Where possible, disclosure will only occur with the express consent of the employee.

36.22 Employers will take reasonable steps to ensure any information or documentation provided by an employee regarding family and domestic violence is kept confidential. Generally speaking, only the employee will retain a copy of evidence for accessing Family and Domestic Violence Leave and information will not be kept on an employee's personnel file.

36.23 Subsequent disclosure within an organisation should be on a need-to-know basis, for example if there is a potential for workplace safety to be impacted and generally with the consent of the employee.

36.24 This clause does not override any legal obligations to disclose information.

Contact person

36.25 The Employer will identify contact/s within the workplace who will be trained in family and domestic violence and associated privacy issues. The Employer will advertise the name of any family and domestic violence contacts within the workplace.

Individual Support

36.26 Where there is a risk to the personal health or safety of an employee who is experiencing or has experienced family and domestic violence, the Employer, where appropriate, may:

(a) accommodate changes to hours/days worked, working different days or length of days, changed shift/rostering arrangements, in accordance with the provisions of this Agreement; and/or

(b) make workplace modifications including changes to the employee's telephone number and email address and, where appropriate/practicable, the employee's work location.

36.27 An employee who is experiencing or has experienced family and domestic violence may access confidential counselling support via the Employer's employee assistance program.

36.28 Where an employee raises issues of family and domestic violence the Employer should establish with the employee the level of risk and seek advice from human resources to review and implement specific safety and emergency management systems and plans.

36.29 With the exception of access to the Employer's employee assistance program, which is available to all employees, the provisions of this clause are only applicable to employees who are subject to family and domestic violence.

37. DONOR LEAVE

37.1 Blood or Plasma Donation

Subject to operational requirements, employees will 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 have been made and at least two days' notice has been provided; or

(b) the employee is called upon by the Red Cross Blood Centre.

37.2 The notification period will be waived or reduced where the line manager is satisfied that operations would not be unduly affected by an employee's absence.

37.3 Employees will be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.

37.4 Employees will be entitled to two hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

37.5 Organ or Tissue Donation

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

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

38. BEREAVEMENT LEAVE

38.1 An employee, including casual employees, will on the death of a:

(a) spouse or de facto spouse of the employee;

(b) a former spouse or former de facto spouse of the employee;

(c) parent, step-parent, foster parent or grandparent of the employee;

(d) parent in law or former parent in law of the employee;

(e) brother, sister, step brother or step sister of the employee;

(f) child, step-child, foster child or grandchild; or

(g) any other person who, immediately before that person's death, lived with the employee as a member of the employee's family or household;

be entitled to up to three days' Bereavement Leave, provided that at the request of an employee, the Employer may exercise a discretion to grant Bereavement Leave to an employee in respect of some other person with whom the employee has a special relationship.

38.2 The exceptions to this are:

(a) where that payment in respect of Bereavement Leave is to be made only where the employee otherwise would have been on duty and will not be granted in any case where the employee concerned would have been off duty in accordance with their roster, or on Long Service Leave, Annual Leave, Personal Leave, workers' compensation, Leave Without Pay, or on a Public Holiday.

(b) an employee will not be entitled to claim payment of Bereavement Leave on a day when that employee is absent on an Accrued day off.

38.3 The three days need not be consecutive.

38.4 On request, reasonable proof of the entitlement will be provided to the Employer.

38.5 An employee, whilst on Bereavement Leave prescribed by this clause, will continue to accrue an entitlement to an Accrued day off.

38.6 An employee requiring more than three days' Bereavement Leave in order to travel interstate or overseas in the event of a death of a person referred to in subclause 38.1 may, upon providing adequate proof, in addition to any Bereavement Leave to which the employee is eligible, have immediate access to Annual Leave and/or accrued Long Service Leave or Leave Without Pay provided all accrued leave is exhausted.

38.7 Travelling Time for Regional Employees

(a) Subject to prior approval from the Employer, an employee entitled to Bereavement Leave and who, as a result of such bereavement, travels to a location within Western Australia that is more than 240 km from their workplace will be granted paid time off for the travel period undertaken in the employee's ordinary working hours up to a maximum of 15 hours per bereavement. The Employer will not unreasonably withhold approval.

(b) 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.

(c) The provisions of paragraphs 38.7(a) and (b) apply as follows.

(i) An employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.

(ii) An employee employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro rata basis for the period of employment.

(iii) A part time employee shall be entitled to the same entitlement as a full time employee for the period of employment, but on a pro rata basis according to the number of ordinary hours worked each fortnight.

(iv) For casual employees, the provisions apply to the extent of their agreed working arrangements.

39. COMPASSIONATE LEAVE FOR EARLY PREGNANCY LOSS

39.1 An employee is entitled to up to three consecutive days of paid Compassionate Leave, at the Ordinary Rate of Pay, on each occasion their pregnancy, or the pregnancy of their partner, ends without the birth of a living child up to 20 weeks before the expected date of birth.

39.2 The leave will commence from the date the pregnancy ends and is not to be taken during any other period of leave, including unpaid leave.

39.3 The employee must provide notice as soon as reasonably practicable indicating the period of leave sought and anticipated return to duty.

39.4 The Employer can require reasonable evidence that an early pregnancy loss has occurred such as a medical certificate or a recognition certificate for early pregnancy loss issued by the WA Registry of Births, Deaths and Marriages.

39.5 The provisions of subclause 39.1 will apply to a:

(a) Part time employee on a pro rata basis; and

(b) Casual employee to the extent of their future rostered shifts, or if there is no certainty about future rosters, the preceding four-week average of shifts worked.

40. LONG SERVICE LEAVE

40.1 Long Service Leave Entitlement

Subject to the conditions of this clause all employees, except a casual employee, will become entitled to 13 weeks' Long Service Leave after:

(a) a period of 10 years' continuous service; and

(b) each further period of seven years' continuous service.

40.2 When an employee proceeds on Long Service Leave there will be no accrual towards an Accrued day off.

40.3 Service Counted for Long Service Leave

(a) For the purpose of these conditions "service" means service as an employee of a Western Australian Public Sector employer and will be deemed to include:

(i) absence of the employee on an Annual Leave or Public Holidays;

(ii) absence of the employee on paid Personal Leave or on an approved rostered day off;

(iii) absence of the employee on approved Personal Leave Without Pay except that portion of a continuous absence which exceeds three months;

(iv) absence of the employee on approved Leave Without Pay, other than Personal Leave but not exceeding two weeks in any qualifying period;

(v) absence of the employee on National Service or other military training, but only if the difference between the employee's military pay and their civilian pay is made up or would, but for the fact that their military pay exceeds their civilian pay, be made up by their Employer;

(vi) absence of the employee on workers' compensation where receiving income compensation under the *Workers Compensation and Injury Management Act 2023* (WA);

(vii) absence of the employee on Long Service Leave;

(viii) absence of an employee on approved leave to attend Trade Union training courses or on approved leave to attend Trade Union business; and

(ix) employment in the service of the Commonwealth or another State of Australia as provided in subclause 40.12.

(b) The service of an employee will be deemed not to include:

(i) service of an employee after the day on which they have become entitled to 26 weeks' Long Service Leave until the day on which they commence the taking of 12 weeks of that leave;

(ii) any period of service with an Employer of less than 12 months. Provided that where an employee has service of a month or more but less than 12 months immediately prior to being transferred by one State Government employer to another; becoming redundant or qualifying for pro rata payments in lieu of leave pursuant to subclause 40.8, such period of service will count; or

(iii) any other absence of the employee except such absences as are included in service by virtue of subclause 40.3(a).

(c) Subject to the provisions of clause 40.3(a) and 40.3(b), the service of an employee will not be deemed to have been broken;

(i) by resignation, if they resign from one public authority in this State within one working week of the expiration of any period for which payment in lieu of Annual Leave and/or Public Holidays has been made by the employer from which the employee resigned, or, if no such payment has been made, within one working week of the day on which their resignation becomes effective;

(ii) if their employment is ended by their Employer for any reason other than serious misconduct, but only if:

(A) the employee resumes employment with the Government not later than six months from the day on which their employment ended; and

(B) payment pursuant to subclause 40.8, has not been made; or

(iii) by any absence approved by the Employer as leave whether with or without pay.

40.4 Taking of Long Service Leave

(a) Long Service Leave will be taken at a time convenient to the Employer but not less than 30 days' notice will be given to each employee of the day on which their accrued Long Service Leave commences, except in cases where the employee and the Employer agree to a lesser period of notice or in other exceptional circumstances.

(b) Accrued Long Service Leave must be commenced within six months of becoming due unless written permission of the Employer is obtained for postponement. Provided that where the Employer and employee have agreed that the leave period will be taken in more than one portion, the final portion of leave must be taken prior to the accrual of the subsequent entitlement.

(c) By agreement between the Employer and employee, accrued Long Service Leave may be cleared:

(i) in minimum periods of one day; and/or

(ii) at half, full or double pay.

40.5 Alternative Employment during Long Service Leave

(a) No employee is to undertake any form of employment for hire or reward during Long Service Leave, without the written approval of the Employer. Contravention of this subclause may be followed by disciplinary action which may include dismissal.

(b) Notwithstanding subclause 40.5(a), an employee may work casual shifts during a period of Long Service Leave with the written approval of the Employer.

40.6 Effect of Termination of Employment on Payment in Lieu of Long Service Leave

An employee who has become entitled to Long Service Leave in accordance with subclause 40.1, and whose employment is ended before that leave is taken will be granted payment in lieu of that leave unless they have been dismissed for an offence committed prior to the day on which they became entitled to that leave.

40.7 Entitlement to Long Service Leave on Death of Employee

If an employee who has become entitled to Long Service Leave in accordance with subclause 40.1 dies before taking that leave, and leaves their spouse, children, parent or invalid brother or sister dependent on them, payment will be made to such spouse or other dependant.

40.8 Pro Rata Long Service Leave on Cessation

(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 pro rata Long Service Leave proportionate to their length of service will not be made unless the employee:

(i) has completed a total of at least three years' continuous service and their employment has been ended by their Employer for reasons other than serious misconduct; or

(ii) is not less than 55 years of age and resigns but only if the employee has completed a total of not less than 12 months' continuous service prior to the day from which the resignation has effect; or

(iii) has completed a total of not less than 12 months' continuous service and their employment has been ended by their Employer on account of incapacity due to old age, ill health or the result of an accident; or

(iv) dies after having served continuously for not less than 12 months before their death and leaves their spouse, children, parent or invalid brother or sister dependent on them, in which case the payment will be made to such spouse or other dependant.

40.9 Notwithstanding the provisions of subclauses 40.8(a)(i) and 40.8(a)(iii), an employee whose position has become redundant and who refuses an offer by the Employer of reasonable alternative employment or who refuses to accept transfer in accordance with the terms of their employment, will not be entitled to payment in lieu of pro rata Long Service Leave proportionate to their length of service.

40.10 For the purpose of subclause 40.8(a)(iii), a medical referee will, if there is disagreement between the employee's doctor and the Employer's doctor as to the employee's incapacity, be selected from an appropriate panel of doctors by agreement between the Employer and employee.

40.11 Rate of Pay during Long Service Leave

(a) Subject to the provision of this clause an employee will be paid during Long Service Leave at their permanent classification rate of pay.

(b) Except where otherwise approved by the Employer, the rate of pay of an employee will be deemed to be the Ordinary Rate of Pay applicable to their permanent classification.

(c) If an employee has been employed in one or more positions each of which carries a higher rate than their permanent classified rate for a continuous period of 12 months ending not earlier than two weeks before the day on which they commence Long Service Leave, or is paid pro rata in lieu of leave in accordance with subclause 40.8, the rate which they have received for the greatest proportion of that 12 month period will, for the purpose of this clause, be deemed to be their permanent classified rate.

(d) If any variation occurs in the Ordinary Rate of Pay applicable to an employee during the period when they are on Long Service Leave, the employee's rate of pay will be varied accordingly and, if the employee has been paid in full for the leave prior to commencement, payments will be adjusted as soon as practicable after the employee resumes work.

(e) District allowance will not be paid during Long Service Leave unless the family or dependants of the employee remain in the district.

Part Time Employee

(f) A part time employee, who during a qualifying period has been continuously employed on both full time and part time employment, may elect to take 13 weeks' Long Service Leave at a rate determined by the proportion of service on a part time basis to that on a full time basis or to take a lesser period than 13 weeks calculated by converting the part time service to equivalent full time service so that the employee qualifies for 13 weeks' Long Service Leave at the full time rate of pay.

(g) If the hours of a part time employee have varied, they will be paid a rate based on the average number of hours worked over the full qualifying period.

(h) A full time employee, who during a qualifying period has been continuously employed on both full time and part time employment, may elect to take 13 weeks' Long Service Leave at the rate determined by the proportion of service on a part time basis to that on a full time basis or to take lesser period than 13 weeks calculated by converting the part time service to the equivalent full time service, or to work such additional time as will effectively make up the part time service into full time service so that the employee qualifies for 13 weeks' Long Service Leave at the full time rate.

(i) A part time employee, who during the qualifying period has been continuously employed on both part time and full time employment, will be paid at a rate determined by the proportion of service on a part time basis to that on a full time basis.

(j) The provisions of this clause will not apply with respect to any part time service for which the employee has received additional remuneration to compensate for or in lieu of Long Service Leave.

40.12 Portability of Long Service Leave

(a) Subject to subclause 40.12(a)(ii), where an employee was, immediately prior to being engaged by the Employer, employed in the service of the Commonwealth of Australia, any other State or Territory Government of Australia, or any Western Australian Public Sector employer, and that employment was continuous with this service as defined by this clause, that employee will be entitled to Long Service Leave, providing there is an equivalent reciprocal arrangement with that other jurisdiction that recognises service, determined in the following manner.

(i) Service with the previous employer will be converted into service for the purpose of these conditions by calculating the proportion that the service with the previous employer bears to a full qualifying period in accordance with the provisions of these conditions.

(ii) Service with the State necessary to complete a qualifying period for an entitlement of Long Service Leave will be calculated in accordance with the provisions of these conditions.

(iii) An employee will not become entitled to Long Service Leave or payment for Long Service Leave unless they have completed three years' continuous service with the State.

(iv) Where an employee would, but for the provisions of 40.12(a)(ii), have become entitled to Long Service Leave before the expiration of three years' continuous service with the State, service subsequent to that date of entitlement will count towards the next grant of Long Service Leave.

(v) No employee will be entitled to the benefit of this clause if service with the previous employer was terminated for reasons which would entitle that employer to dismiss the employee without notice.

(vi) Nothing in these conditions confers on any employee previously employed by the Commonwealth or another State or Territory Government of Australia any entitlement to a complete period of Long Service Leave that accrued prior to the date on which the employee was employed by the State.

40.13 Employee Ill during Long Service Leave

(a) Where an employee, through personal ill health, is confined to their place of residence or a Hospital for a continuous period of 14 days or more during any period of Long Service Leave and such confinement is certified by a duly qualified medical practitioner, such period will be considered Personal Leave and subject to the provisions of this Agreement.

(b) The period during Long Service Leave for which paid Personal Leave due to personal illness or injury has been approved will be given as additional Long Service Leave at a time convenient to the Employer.

40.14 Early Access to Pro Rata Long Service Leave

(a) Subject to subclause 40.14(c), an employee under a 10 year accrual basis who has completed seven years' continuous service may access pro rata Long Service Leave at the rate of 6.5 days per completed 12 month period of continuous service.

(b) An employee, other than a casual employee and subject to subclause 40.14(c), within seven years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with the Employer, choose early access to their Long Service Leave on the following basis:

(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.

(c) Part time employees have the same entitlement as full time employees, with their entitlement calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.

(d) Early access to pro rata Long Service Leave under subclause 40.14(b) does not include Long Service Leave to which the employee has become entitled or accumulated prior to being within seven years of their preservation age.

(e) Under this subclause, pro rata Long Service Leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.

(f) Employees taking advantage of the pro rata Long Service Leave available under this subclause may, by agreement with their Employer, clear it:

(i) in minimum periods of one day; and/or

(ii) at half, full or double pay.

40A. LONG SERVICE LEAVE FOR CASUAL EMPLOYEES

40A.1 A casual employee will be entitled to 13 weeks' paid Long Service Leave, taken in one continuous period, on the completion of 10 years of continuous service and an additional 13 weeks' paid Long Service Leave for each subsequent period of seven years of completed continuous service.

40A.2 Payment while on Long Service Leave will be at the employee's Ordinary Rate of Pay plus payment of the casual loading provided for at subclause 11.5(a).

40A.3 On application by the casual employee, the Employer may approve a casual employee taking:

(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, as prescribed at subclause 40A.2, 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, as prescribed at subclause 40A.2, or double such period on half pay or half such period on double pay.

40A.4 A casual employee may, with the Employer's agreement, cash out any portion of a Long Service Leave entitlement accrued under subclause 40A.1 in lieu of taking the leave.

40A.5 A casual employee who ceases employment in the WA Health System will receive payment for any accrued Long Service Leave on termination.

41. MATERNITY LEAVE

41.1 Eligibility

(a) (i) A pregnant permanent, fixed term contract or eligible casual employee is entitled to Unpaid Maternity Leave on the birth of a child.

(ii) The period of leave for a fixed term contract employee will not extend beyond the term of that contract.

(iii) An employee is eligible, without concluding their Maternity Leave and resuming duty, for subsequent periods of Maternity Leave, including Paid Maternity Leave, in accordance with the provisions of this clause.

(b) A pregnant permanent or fixed term employee must have completed 12 months' continuous service in the Western Australian Public Sector as defined under the *Public Sector Management Act 1994* (WA) immediately preceding the Maternity Leave in order to receive the forms of paid leave as provided for by this clause.

(c) An employee on a period of Leave Without Pay unrelated to Maternity Leave, Adoption Leave or Other Parent Leave must resume duties prior to being entitled to Paid Maternity Leave in accordance with the eligibility requirements.

41.2 (a) A pregnant eligible casual employee is entitled to Unpaid Maternity Leave only.

(b) For the purposes of this clause an "eligible casual employee" means a casual employee employed by the Employer:

(i) on a regular and systematic basis for several periods of employment with a break of no more than three months between each period of employment and where the combined length of the periods of employment are at least 12 months and the breaks of employment were the result of the Employer's initiative; or

(ii) on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and, but for the birth or adoption of a child, the employee has a reasonable expectation of continuing engagement on a regular and systematic basis.

(c) Service performed 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 subclauses 41.1 and 41.2 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 three months.

41.3 Notice Requirements

(a) An eligible employee will give at least eight weeks' written notice of:

(i) their intention to proceed on Paid or Unpaid Maternity Leave;

(ii) the date the employee proposes to commence Paid or Unpaid Maternity Leave; and

(iii) the period of leave to be taken.

(b) An employee who has given their Employer notice of their intention to take Maternity Leave will provide the Employer with a medical certificate from a registered medical practitioner naming the employee, confirming the pregnancy and the estimated date of birth.

(c) An employee is not in breach of subclause 41.3(a) by failing to give the required period of notice if such failure is due to the birth of the child taking place prior to the date the employee had intended to proceed on Maternity Leave.

(d) An employee proceeding on Maternity Leave may elect to take a shorter period of Maternity Leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks' written notice is provided.

41.4 General Entitlement to Maternity Leave

(a) Subject to the requirements of this clause an eligible employee is entitled to 52 weeks' Unpaid Maternity Leave.

(b) (i) Subject to the requirements of this clause an eligible employee is entitled to 14 weeks' Paid Maternity Leave that will form part of the 52 week unpaid entitlement;

(ii) The 14 week period of Paid Maternity Leave is inclusive of any Public Holidays falling within that time;

(iii) The period of Paid Maternity Leave can be extended by the employee taking double the leave on half-pay and its effect is in accordance with subclause 41.15.

(c) An employee must take Maternity Leave in one continuous period with the exception of:

(i) Special Temporary Employment or Special Casual Employment pursuant to subclause 41.14;

(ii) Unpaid Special Maternity Leave pursuant to subclause 41.8; and

(iii) circumstances where the child remains in hospital after the child's birth, or is hospitalised immediately following the birth, pursuant to subclause 41.9.

(d) Except for leave provided under Clause 41C - Partner Leave and Clause 41B – Other Parent Leave, only one parent can proceed on Maternity, Adoption or Other Parent Leave at any one time.

(e) Where less than the 52 weeks' Maternity Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.

(f) (i) Notwithstanding subclause 41.4(c), Paid Maternity Leave may be taken in more than one period by an employee who meets the requirements of subclauses 41.5(d) or 41.9.

(ii) Unpaid Maternity Leave may be taken in more than one continuous period where the employee:

(A) meets the requirements of subclause 41.9; or

(B) undertakes Special Temporary Employment or Special Casual Employment in accordance with subclause 41.14 - Employment during Unpaid Maternity Leave. In these circumstances, the provisions of subclause 41.14 - Employment during Unpaid Maternity Leave, will apply.

(g) (i) Where both employees are employed in the Western Australian Public Sector, an entitlement to paid or Unpaid Maternity Leave, Adoption Leave or Other Parent Leave or parental leave provided for by another industrial agreement can be shared.

(ii) The entitlement provided to the employees will not exceed the paid Maternity, Adoption or Other Parent Leave quantum for one employee or its half pay equivalent.

(iii) The employees may only proceed on paid and/or unpaid Maternity, Adoption or Other Parent Leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under subclause 41.5(d). This does not prevent an employee from taking paid or unpaid Partner Leave as prescribed by Clause 41C - Partner Leave.

41.5 Payment for Paid Maternity Leave

(a) (i) Subject to subclause 41.5(c) a full time employee proceeding on Paid Maternity Leave is to be paid according to their ordinary working hours at the time of commencement of Maternity Leave. Shift and weekend penalty payments are not payable during Paid Maternity Leave.

(ii) Subject to subclause 41.5(c), 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 Maternity Leave, exclusive of shift and weekend penalties, whichever is greater.

(b) An employee may elect to receive pay in advance for the period of Paid Maternity Leave at the time the Maternity Leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the Paid Maternity Leave.

(c) An employee in receipt of a higher duties allowance for a continuous period of 12 months immediately prior to commencing Paid Maternity Leave, is to continue to receive the higher duties allowance for the first four weeks of Paid Maternity Leave.

(d) An employee is entitled to remain on Paid Maternity Leave if the pregnancy results in other than a live child; or the employee is incapacitated following the birth of the child; or the child dies or is hospitalised such that the employee or the employee's partner is not providing principal care to the child.

(e) Where an employee is on a period of half pay Maternity Leave and their employment is terminated through no fault of the employee, the employee will be paid out any period of unused Paid Maternity Leave equivalent to the period of leave the employee would have accessed had they been on full pay Maternity Leave when their termination occurred.

(f) An employee eligible for a subsequent period of Paid Maternity Leave as provided for under subclause 41.1(a)(iii) will be paid the Maternity 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 Maternity Leave; and

(ii) Not affected by any period of Special Temporary Employment or Special Casual Employment undertaken in accordance with subclause 41.14 - Employment during Unpaid Maternity Leave.

41.6 Commencement of Maternity Leave

(a) The period of leave can commence up to six weeks prior to the expected date of birth of the child or earlier if the Employer and employee agree, but must not start later than the birth of the child.

(b) (i) If the Employer has reason to believe that the continued performance of duties by a pregnant employee renders a danger to themselves, fellow employees or the public, the employee may be required to obtain and provide a medical certificate stating that the employee is fit to work in their present position for a stated period.

(ii) The Employer will pay the fee for any such examination.

(iii) Where an employee is deemed to be unfit to work in their present position, the provisions of subclause 41.7 may apply.

(c) (i) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 20 weeks before the expected date of the birth, the entitlement to Paid Maternity Leave remains intact and subject to the eligibility requirements of this clause.

(ii) Such Paid Maternity Leave cannot be taken concurrently with any paid Personal Leave taken in this circumstance.

(d) The period of Paid Maternity Leave must be concluded within 12 months of the birth of the child.

(e) (i) The Employer may, in exceptional circumstances, allow an employee to take Paid Maternity Leave that will result in the employee being on Paid Maternity Leave more than 12 months after the birth of the child.

(ii) An Employer may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the employee to take their period of Paid Maternity Leave such that it would result in the employee being on Paid Maternity Leave more than 12 months after the birth of the child.

41.7 Modification of Duties and Transfer to a Safe Job

(a) (i) A pregnant employee may work part time in one or more periods while pregnant where they provide the Employer with a medical certificate from a medical practitioner advising that part time employment is, because of their pregnancy, necessary or preferable.

(ii) The terms of part time employment undertaken in accordance with subclause 41.7(a)(i) will be in writing.

(iii) Such employment will be in accordance with the part time employment provisions in subclause 11.3.

(b) In the absence of an alternative requirement, and unless otherwise agreed between an Employer and employee, an employee will provide their Employer with four weeks' written notice of an intention to:

(i) vary part time work arrangements made under subclause 41.7(a); or

(ii) revert to full time employment during the employee's pregnancy.

(c) An employee reverting to full time employment in accordance with subclause 41.7(b)(ii) 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 undertaking part time employment.

(d) If an employee gives their Employer a medical certificate from a medical practitioner, or some other form of evidence that would satisfy a reasonable person, and it contains a statement to the effect that the employee is fit to work, but that it is inadvisable for them to continue in their present position for a stated period because of:

(i) illness, or risks, arising out of pregnancy; or

(ii) hazards connected with that position;

then the Employer must modify the duties of the position or alternatively transfer the employee to a safe job at the same classification level for the period during which they are unable to continue in their present position.

(e) If an employee's Employer does not think it to be reasonably practicable to modify the duties of the position or transfer the employee to a safe job:

(i) the employee is entitled to be absent from the workplace on full pay for the period during which they are unable to continue in their present position.

(ii) An entitlement to be absent from the workplace on full pay as at subclause 41.7(e)(i) applies to an eligible casual employee.

(iii) An employee who is absent from work pursuant to this subclause will be paid the amount they would reasonably have expected to be paid if they had worked during that period.

(f) An entitlement to be absent from the workplace on full pay is in addition to any leave entitlement the employee has.

(g) An entitlement to be absent from the workplace on full pay ends at the earliest of whichever of the following times is applicable:

(i) the end of the period stated in the medical certificate;

(ii) if the employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; 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.

41.8 Unpaid Special Maternity Leave

(a) A pregnant employee is entitled to a period of Unpaid Special Maternity Leave if the employee is not fit for work during that period because the employee:

(i) has a pregnancy related illness; or

(ii) has been pregnant and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by a living child; and

(iii) has not utilised Personal Leave for the period.

(b) An employee must give the Employer notice of the taking of Unpaid Special Maternity Leave by the employee.

(c) The notice must:

(i) be given to the Employer as soon as practicable (which may be a time after the leave has started); and

(ii) advise the Employer of the period, or expected period, of the leave.

(d) An employee who has given notice of the taking of Unpaid Special Maternity Leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in 41.8(a).

(e) Without limiting 41.8(d), an Employer may require the evidence referred to in that subsection to be a medical certificate.

(f) An employee's entitlement to 52 weeks of Unpaid Maternity Leave provided at 41.4 is not reduced by the amount of any Unpaid Special Maternity Leave taken by the employee while the employee was pregnant.

41.9 Hospitalised Children

Where an employee has commenced Maternity Leave and the child remains in hospital after the child's birth, or is hospitalised immediately following the birth, the employee may agree with their Employer not to take Maternity Leave for a period while that child remains in hospital (the permitted work period) as prescribed by section 78A of the *Fair Work Act 2009* (Cth).

41.10 Interaction with Other Leave Entitlements

(a) An employee proceeding on Unpaid Maternity Leave may elect to substitute any part of that leave with accrued Annual and/or accrued Long Service Leave.

(b) Where Annual and/or Long Service Leave is substituted that leave will form part of the 52 weeks' Maternity Leave entitlement.

(c) An employee proceeding on Unpaid Maternity Leave may elect to substitute all or part of that leave with time off in lieu of overtime and/or Accrued days off to which the employee is entitled subject to the provisions of Clause 14 - Hours of Work - Accrued Days Off and Clause 16 - Overtime.

(d) Personal Leave is not payable on a period of paid or Unpaid Maternity Leave.

41.11 Extended Unpaid Maternity Leave

(a) An employee is entitled to apply for Leave Without Pay following Maternity Leave ("extended Unpaid Maternity Leave") to extend their leave by up to two years.

(b) Approval for an extension to Unpaid Maternity Leave will be subject to all other available leave entitlements being exhausted.

(c) Where both parents work for the Western Australian Public Sector the total combined period of extended Unpaid Maternity, Adoption and extended Other Parent Leave will not exceed two years.

(d) The Employer is to agree to a request for extended Unpaid Maternity Leave unless:

(i) the Employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or

(ii) agreeing to the request would have an adverse impact on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.

(e) The Employer is to give the employee written notice of the Employer's decision on a request for extended Unpaid Maternity Leave under subclause 41.11(a). If the request is refused, the notice is to set out the reasons for the refusal.

(f) An employee who believes their request for extended Unpaid Maternity Leave under subclause 41.11 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.

41.12 Communication during Maternity Leave

(a) If the Employer makes a decision that will have a significant effect on the status, responsibility level, pay or location of an employee's position whilst on Maternity Leave, the Employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position in accordance with Clause 49 – Introduction of Change.

(b) An employee will also notify the Employer of changes of address or other contact details that might affect the Employer's capacity to comply with subclause 41.12(a).

41.13 Replacement Employee

(a) Should a replacement employee be engaged, the replacement employee is to be informed prior to engagement of the fixed-term nature of the employment and of the rights of the employee, who is being replaced, including that the engagement may be subject to variation according to subclause 41.3(d) and ability to extend Unpaid Maternity Leave as provided for under subclause 41.11.

41.14 Employment during Unpaid Maternity Leave

(a) Special Temporary Employment

(i) For the purposes of this subclause, "temporary" means employment of an intermittent nature; for a limited, specified period; and undertaken during Unpaid Maternity Leave or extended Unpaid Maternity Leave.

(ii) Notwithstanding any other provision of the Maternity Leave clause, an employee may be employed by their Employer on a temporary basis provided that:

(A) both parties agree in writing to the Special Temporary Employment;

(B) 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;

(C) any such period of service will not change the employee's employment status in regard to their substantive employment; and

(D) any period of Special Temporary Employment will count as qualifying service for all purposes.

(iii) The temporary employment provided for by this subclause will also include keeping in touch days, as prescribed by section 79A of the *Fair Work Act 2009* (Cth).

(b) Special Casual Employment

(i) For the purposes of this subclause, "casual" means employment on an hourly basis for a period not exceeding four weeks in any period of engagement for which a casual loading is paid. It excludes employment undertaken in accordance with subclause 41.14(a) - Special Temporary Employment.

(ii) An employee can be engaged on Special Casual Employment provided that:

(A) both parties agree in writing to the Special Casual Employment;

(B) employees are employed at the level commensurate to the level of the available position under this Agreement;

(C) in the case of a fixed term contract employee, the period of the casual employment is within the period of the current fixed term contract;

(D) any such period of service will not break the employee's continuity of service nor change the employee's employment status in regard to their substantive employment; and

(E) any period of Special Casual Employment will not count as qualifying service other than with respect to entitlements a casual employee would ordinarily be entitled to for any other purpose under any relevant award, agreement or industrial instrument.

(c) The provisions of this subclause only apply to employment during Unpaid Maternity Leave, and extended Unpaid Maternity Leave taken in conjunction with Maternity Leave as provided for in subclause 41.11.

(d) An Employer cannot engage an employee in Special Temporary Employment or Special Casual Employment whilst the employee is on a period of Paid Maternity Leave, Annual Leave, or Long Service Leave taken concurrently with a period of Unpaid Maternity Leave.

(e) Effect of Special Temporary Employment and Special Casual Employment on Unpaid Maternity Leave

(i) Subject to subclause 41.14(e)(ii), a period of Special Temporary Employment or Special Casual Employment will be deemed to be part of the employee's period of Unpaid Maternity Leave or extended Unpaid Maternity Leave as originally agreed to by the parties.

(ii) An employee who immediately resumes Unpaid Maternity Leave or extended Unpaid Maternity Leave following the conclusion of a period of Special Temporary Employment or Special Casual Employment:

(A) is entitled, on written notice, to extend their period of Unpaid Maternity Leave or extended Unpaid Maternity Leave by the period of time in which they were engaged in Special Temporary Employment or Special Casual Employment; and

(B) will give not less than four weeks' notice in writing to their Employer of the new date they intend to return to work and so conclude their period of Maternity Leave or extended unpaid Maternity Leave.

(iii) An employee who does not immediately resume their period of Unpaid Maternity Leave or extended Unpaid Maternity Leave at the conclusion of a period of Special Temporary Employment or Special Casual Employment cannot preserve the unused portion of leave for use at a later date.

41.15 Return to Work on Conclusion of Maternity Leave

(a) (i) An employee will confirm their intention in writing to conclude their Maternity Leave not less than four weeks prior to the expiration of Maternity Leave or extended Unpaid Maternity Leave.

(ii) An employee who intends to return to work on a modified basis in accordance with subclause 41.15(d) will advise their Employer of this intention by notice in writing not less than four weeks prior to the expiration of Maternity Leave or extended Unpaid Maternity Leave.

(b) An employee on return to work following the conclusion of Maternity Leave or extended Unpaid Maternity 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 Maternity Leave.

(c) Where an employee was transferred to a safe job or was absent from the workplace on full pay as provided for in subclause 41.7, the employee is entitled to return to the position occupied immediately prior to the transfer or their absence from the workplace on full pay.

(d) Right to Return to Work on a Modified Basis

(i) An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position as determined by the Employer at the same classification level in accordance with the part time employment provisions.

(ii) An employee may return on a modified basis that involves the employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the employee worked immediately before starting Maternity Leave.

(e) Right to Revert

(i) An employee who has returned on a part time or modified basis in accordance with subclause 41.15(d) may subsequently request permission from the Employer to resume working on the same basis as the employee worked immediately before starting Maternity Leave or full time work at the same classification level.

(ii) A request made under subclause 41.15(e)(i) must be in writing and must be made at least four weeks before the day on which the employee wishes to resume working on the same basis as the employee worked immediately before starting Maternity Leave or full time work at the same classification level.

(iii) An Employer is to agree to a request to revert made under subclause 41.15(e)(i) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.

(iv) An Employer is to give the employee written notice of the Employer's decision on a request to revert under subclause 41.15(e)(i). If the request is refused, the notice is to set out the reasons for the refusal.

(v) An employee who believes their request to revert under subclause 41.15(e)(i) 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.

(f) Employer Requirement to Revert

(i) If, on finishing Parental Leave, an employee has returned to work on a modified basis in accordance with subclause 41.15(d), the Employer may subsequently require the employee to resume working on the same basis as the employee worked immediately before starting Maternity Leave.

(ii) A requirement can be made under subclause 41.15(f)(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* (WA).

41.16 Effect of Maternity Leave on the Contract of Employment

(a) (i) Paid Maternity Leave will count as qualifying service for all purposes.

(ii) Qualifying service for any purpose is to be calculated according to the number of weeks of Paid Maternity Leave that were taken at full pay or would have been had the employee not taken Paid Maternity Leave at half pay. Employees who take Paid Maternity Leave on half pay do not accrue Agreement or other entitlements beyond those that would have accrued had they taken the leave at full pay.

(b) (i) Absence on Unpaid Maternity Leave or extended Unpaid Maternity Leave will not break the continuity of service of employees.

(ii) Where an employee takes a period of Unpaid Maternity Leave or extended Unpaid Maternity Leave exceeding 14 calendar days in one continuous period, the entire period of such leave will not be taken into account in calculating the period of service for any purpose. Periods of unpaid leave of 14 days or less will, however, count for service.

(c) An employee on Maternity Leave may terminate employment at any time during the period of leave by written notice in accordance with Clause 11 - Contract of Service.

(d) An Employer will not terminate the employment of an employee on the grounds of the employee's application for Maternity Leave or absence on Maternity Leave but otherwise the rights of the Employer in respect of termination of employment are not affected.

41A. ADOPTION LEAVE

41A.1 Eligibility

(a) (i) A permanent, fixed term contract or eligible casual employee is entitled to 52 weeks' unpaid Adoption Leave on the placement of a child for adoption as provided for under this clause.

(ii) The period of leave granted to a fixed term contract employee will not extend beyond the term of that contract.

(iii) An employee is eligible, without concluding their Adoption Leave and resuming duty, for subsequent periods of Adoption Leave, including paid Adoption Leave, in accordance with the provisions of this clause.

(b) A permanent or fixed term contract employee must have completed 12 months' continuous service in the Western Australian Public Sector as defined under the *Public Sector Management Act 1994* (WA) immediately preceding the Adoption Leave in order to receive the forms of paid leave as provided for by this clause.

(c) An employee on a period of Leave Without Pay unrelated to Maternity Leave, Adoption Leave or Other Parent Leave must resume duties prior to being entitled to Paid Adoption Leave in accordance with the eligibility requirements.

(d) An eligible casual employee as defined under subclause 41.2 is entitled to Unpaid Adoption Leave as provided by this clause.

41A.2 General Entitlement to Adoption Leave

(a) Subject to the requirements of this clause an eligible employee is entitled to 52 weeks' Unpaid Adoption Leave.

(b) (i) Subject to the requirements of this clause an eligible employee is entitled to 14 weeks' Paid Adoption Leave that will form part of the 52 week unpaid entitlement.

(ii) The 14 week period of paid Adoption Leave is inclusive of any Public Holidays or repealed public service days in lieu falling within that time.

(iii) The period of Paid Adoption Leave can be extended by the employee taking double the leave on a half-pay basis and its effect is in accordance with subclause 41.16 - Effect of Maternity Leave on the Contract of Employment.

(c) An employee must take Adoption Leave in one continuous period with the exception of:

(i) Special Temporary Employment or Special Casual Employment pursuant to subclause 41.14 - Employment during Unpaid Maternity Leave; or

(ii) circumstances where the child remains in hospital after the child's birth, or is hospitalised immediately following the birth, pursuant to subclause 41A.4.

(d) Except for leave provided under Clause 41C - Partner Leave only one parent can proceed on Maternity, Adoption or Other Parent Leave at any one time.

(e) Where less than the 52 weeks' Adoption Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.

(f) Unpaid Adoption Leave may be taken in more than one continuous period where the employee:

(i) meets the requirements of subclause 41A.4; or

(ii) undertakes Special Temporary Employment or Special Casual Employment in accordance with the provisions at subclause 41.14 - Employment during Unpaid Maternity Leave. In these circumstances, the provisions of subclause 41.14 - Employment during Unpaid Maternity Leave will apply.

(g) (i) Where both parents are employed in the Western Australian Public Sector an entitlement to paid or Unpaid Maternity Leave, Adoption Leave or Other Parent Leave or Parental Leave provided for by another industrial agreement can be shared; and

(ii) The entitlement provided to the employees will not exceed the paid Maternity, Adoption or Other Parent Leave quantum for one employee or its half pay equivalent; and

(iii) The employees may only proceed on paid and/or unpaid Maternity, Adoption or Other Parent Leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under subclause 41.5(d). This does not prevent an employee from taking paid or unpaid Partner Leave as prescribed by Clause 41C - Partner Leave.

41A.3 Payment for Paid Adoption Leave

(a) (i) Subject to subclause 41A.3(c) a full time employee proceeding on Paid Adoption Leave is to be paid according to their ordinary working hours at the time of commencement of Adoption Leave. Shift and weekend penalty payments are not payable during Paid Adoption Leave.

(ii) Subject to subclause 41A.3(c), 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 Adoption Leave, exclusive of shift and weekend penalties, whichever is greater.

(b) An employee may elect to receive pay in advance for the period of Paid Adoption Leave at the time the Adoption Leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the Paid Adoption Leave.

(c) An employee in receipt of a higher duties allowance for a continuous period of 12 months immediately prior to commencing Paid Adoption Leave, is to continue to receive the higher duties allowance for the first four weeks of Paid Adoption Leave.

(d) Where an employee is on a period of half pay Adoption Leave and their employment is terminated through no fault of the employee, the employee will be paid out any period of unused Paid Adoption Leave equivalent to the period of leave the employee would have accessed had they been on full pay Adoption Leave when their termination occurred.

(e) An employee eligible for a subsequent period of Paid Adoption Leave as provided for under subclause 41A.1(a)(iii) will be paid the Adoption 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 Adoption Leave; and

(ii) Not affected by any period of Special Temporary Employment or Special Casual Employment undertaken in accordance with subclause 41.14 - Employment during Unpaid Maternity Leave.

(f) Where less than the 52 weeks' Adoption Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.

(g) An eligible casual employee provided for under subclause 41A.1(d) is not entitled to paid Adoption Leave.

(h) The "day of placement", in relation to the adoption of a child by an employee, means the earlier of the following days:

(i) the day on which the employee first takes custody of the child for the adoption;

(ii) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

(i) An employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the employee for adoption:

(i) is, or will be, under 16 years old as at the day of placement, or the expected day of placement, of the child; and

(ii) has not, or will not have, lived continuously with the employee for a period of six months or more as at the day of placement, or the expected day of placement, of the child; and

(iii) is not (otherwise than because of the adoption) a child or stepchild of the employee or the employee's partner.

(j) (i) An employee seeking to adopt a child is entitled to two days unpaid leave to attend interviews or examinations required for the adoption procedure.

(ii) An employee working or residing outside of the Perth metropolitan area is entitled to an additional day's unpaid leave.

(iii) The employee may take any paid leave entitlement to which the employee is entitled to in lieu of this leave.

(k) (i) If an application for Adoption Leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or Unpaid Adoption Leave is terminated.

(ii) Employees may take any other paid leave entitlement to which they are entitled in lieu of the terminated Adoption Leave or return to work.

41A.4 Hospitalised Children

(a) Where an employee has commenced Adoption Leave and the child remains in hospital after the child's birth, or is hospitalised immediately following the birth, the employee may agree with their Employer not to take Adoption Leave for a period while that child remains in hospital (the permitted work period) as prescribed by section 78A of the *Fair Work Act 2009* (Cth).

41A.5 Commencement of Adoption Leave

(a) An eligible employee can commence Adoption Leave from the day of placement of the child.

(b) The period of Paid Adoption Leave must conclude within 12 months of the day of placement except under exceptional circumstances as provided under subclause 41.6(e) of the Maternity Leave clause, but as it relates to Adoption Leave.

41A.6 Notice and Variation Requirements

(a) An employee will give no less than eight weeks' written notice to the Employer of:

(i) the date the employee proposes to commence paid or Unpaid Adoption Leave; and

(ii) the period of leave to be taken.

(b) An employee is not in breach of subclause 41A.6(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) An employee proceeding on Adoption Leave may elect to take a shorter period of Adoption Leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks' written notice is provided.

41A.7 Other Provisions

The following provisions, as provided under Clause 40 - Maternity Leave have application to Adoption Leave:

(a) Clause 41.10 - Interaction with Other Leave Entitlements;

(b) Clause 41.11 - Extended Unpaid Maternity Leave;

(c) Clause 41.12 - Communication during Maternity Leave;

(d) Clause 41.13 - Replacement Employee;

(e) Clause 41.14 - Employment during Unpaid Maternity Leave;

(f) Clause 41.15 - Return to Work on Conclusion of Maternity Leave; and

(g) Clause 41.16 – Effect of Maternity Leave on the Contract of Employment.

41B. OTHER PARENT LEAVE

41B.1 For the purposes of this clause:

(a) The "other parent" may or may not be the biological parent, and does not necessarily have to be the partner of the birth parent and has a responsibility for the care of the child.

(b) The "primary care giver" means the employee will assume the principal role for the care and attention of a child under the age of 12 months or a newly adopted child.

(c) Only one person can be the primary care giver of the child at any one time.

41B.2 Eligibility

(a) (i) Where an eligible employee, other than an employee entitled to paid Maternity Leave under subclause 41.4 or Adoption Leave under subclause 41A.1, is the other parent and has a responsibility for the care of the child under the age of 12 months or a newly adopted child the provisions of this clause will apply.

(ii) An employee must be the primary care giver of the child to access paid Other Parent Leave.

(iii) An Employer may require an employee to provide confirmation of their primary carer status with evidence that would satisfy a reasonable person.

(b) An eligible casual employee, as defined under subclause 41.2 of the Maternity Leave clause, is entitled to unpaid Other Parent Leave as provided by this clause.

(c) (i) A permanent, fixed term contract or eligible casual employee is entitled to 52 weeks' unpaid Other Parent Leave in accordance with this clause.

(ii) An eligible permanent or fixed term contract employee is entitled to 14 weeks' paid Other Parent Leave in accordance with this clause if they are the primary care giver of the child.

(iii) An employee employed on a fixed term contract will have the same entitlement to Other Parent Leave; however, the period of leave granted will not extend beyond the term of that contract.

(iv) An employee is eligible, without concluding their Other Parent Leave and resuming duty, for subsequent periods of Other Parent Leave, including paid Other Parent Leave, in accordance with the provisions of this clause.

(d) A permanent or fixed term contract employee must have completed 12 months' continuous service in the Western Australian Public Sector as defined under the *Public Sector Management Act 1994* (WA) immediately preceding the Other Parent Leave in order to receive the forms of paid leave as provided for by this clause.

(e) An employee on a period of Leave Without Pay unrelated to Maternity Leave, Adoption Leave or Other Parent Leave must resume duties prior to being entitled to paid Other Parent Leave in accordance with the eligibility requirements.

41B.3 General Entitlement to Other Parent Leave

(a) Subject to the requirements of this clause an eligible employee is entitled to 52 weeks' unpaid Other Parent Leave.

(b) (i) Subject to the requirements of this clause an eligible employee is entitled to 14 weeks' paid Other Parent Leave that will form part of the 52 week unpaid entitlement if they are the primary care giver of the child.

(ii) The 14 week period of paid Other Parent Leave is inclusive of any Public Holidays or repealed public service days in lieu falling within that time.

(iii) The period of paid Other Parent Leave can be extended by the employee taking double the leave on a half-pay basis and in its effect is in accordance with subclause 41.15 - Effect of Maternity Leave on the Contract of Employment.

(c) An employee must take Other Parent Leave in one continuous period with the exception of:

(i) Special Temporary Employment or Special Casual Employment pursuant to subclause 41.14 - Employment during Unpaid Maternity Leave; or

(ii) circumstances where the child remains in hospital after the child's birth, or is hospitalised immediately following the birth, pursuant to subclause 41B.5.

(d) Except for leave provided under Clause 41C - Partner Leave only one parent can proceed on Maternity, Adoption or Other Parent Leave at any one time.

(e) Where less than the 52 weeks Other Parent Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.

(f) (i) An employee, whose partner is not employed, or is employed and does not intend to take unpaid Parental Leave for a child under the age of twelve months or placement of a newly adopted child as provided for in Clause 41A – Adoption Leave, may access unpaid Other Parent Leave where:

(A) the employee will have a responsibility for the care of a child; and

(B) the partner has responsibility for the care of the child for the period between the date of birth or placement of the child and the start date of the employee's leave.

(ii) The leave application must ensure that the leave commences within 12 months of the date of birth or placement of the child.

(iii) This entitlement forms part of an employee's 52 week unpaid Other Parent leave entitlement and may not be extended beyond 24 months after the date of birth or date of placement of a newly adopted child as provided for in Clause 41A.

(g) Unpaid Other Parent Leave may be taken in more than one continuous period where the employee:

(i) meets the requirements of subclause 41B.5; or

(ii) undertakes Special Temporary Employment or Special Casual Employment in accordance with the provisions at subclause 41.14 - Employment during Unpaid Maternity Leave. In these circumstances, the provisions of subclause 41.14 - Employment during Unpaid Maternity Leave will apply.

(h) (i) Where both parents are employed in the Western Australian Public Sector an entitlement to Paid or Unpaid Maternity Leave, Adoption Leave or Other Parent Leave or Parental Leave provided for by another industrial agreement can be shared; and

(ii) The entitlement provided to the employees will not exceed the paid Maternity, Adoption or Other Parent Leave quantum for one employee or its half pay equivalent; and

(iii) The employees may only proceed on paid and/or unpaid Maternity, Adoption or Other Parent Leave at the same time in exceptional circumstances with the approval of the Employer or as provided for under subclause 41B.3(j). This does not prevent an employee from taking paid or unpaid Partner Leave as prescribed by Clause 41C - Partner Leave.

(i) An eligible casual employee provided for under subclause 41B.2(b) is entitled to Unpaid Other Parent Leave only.

(j) If both parents work in the Western Australian Public Sector and the birth parent is able to remain on Paid Maternity Leave despite their incapacity to be the child's primary care giver, the employees may choose which parent will access the paid leave.

(i) If the birth parent chooses to remain on Paid Maternity Leave, the other parent may access Unpaid Other Parent Leave for the period they are their child's primary care giver.

(ii) If the other parent chooses to be the primary care giver of the child and accesses Paid Other Parent Leave the birth parent may access Unpaid Maternity Leave.

(iii) Where the other parent accesses paid leave in accordance with this subclause, the birth parent is entitled to resume Paid Maternity Leave if/when they become the child's primary care giver, subject to the provisions of subclause 41B.3(i).

41B.4 Payment for Paid Other Parent Leave

(a) (i) Subject to subclause 41B.4(c) a full time employee proceeding on Paid Other Parent Leave is to be paid according to their ordinary working hours at the time of commencement of Other Parent Leave. Shift and weekend penalty payments are not payable during Paid Other Parent Leave.

(ii) Subject to subclause 41B.4(c), 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 Other Parent Leave, exclusive of shift and weekend penalties, whichever is greater.

(b) An employee may elect to receive pay in advance for the period of Paid Other Parent Leave at the time the Other Parent Leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the Paid Other Parent Leave.

(c) An employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing Paid Other Parent Leave, is to continue to receive the higher duties allowance for the first four weeks of Paid Other Parent Leave.

(d) An employee is entitled to remain on Paid Other Parent Leave where the birth parent is incapacitated following the birth of the child; or the child dies or is hospitalised such that the employee or the employee's partner is not providing primary care to the child.

(e) Where an employee is on a period of half pay Other Parent Leave and their employment is terminated through no fault of the employee, the employee will be paid out any period of unused Paid Other Parent Leave equivalent to the period of leave the employee would have accessed had they been on full pay Other Parent Leave when their termination occurred.

(f) An employee eligible for a subsequent period of Paid Other Parent Leave as provided for under subclause 41B.2(c)(iv) will be paid the Other Parent 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 Other Parent Leave; and

(ii) Not affected by any period of Special Temporary Employment or Special Casual Employment undertaken in accordance with subclause 41.13 - Employment during Unpaid Maternity Leave.

(g) Where less than the 52 weeks' Other Parent Leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.

(h) An eligible casual employee provided for under subclause 41B.2(b) is not entitled to Paid Other Parent Leave.

41B.5 Hospitalised Children

(a) Where an employee has commenced Other Parent Leave and the child remains in hospital after the child's birth, or is hospitalised immediately following the birth, the employee may agree with their Employer not to take Other Parent Leave for a period while that child remains in hospital (the permitted work period) as prescribed by section 78A of the *Fair Work Act 2009* (Cth).

41B.6 Commencement of Other Parent Leave

(a) An eligible employee who has a responsibility for the care of the child can commence Other Parent Leave from the child's birth date or placement, or a later date nominated by the employee.

(b) The period of Paid Other Parent Leave must conclude within 12 months of the birth or placement of the child except under exceptional circumstances as per subclause 41.6(e) of the Maternity Leave clause, but as it relates to Other Parent Leave.

41B.7 Notice and Variation Requirements

(a) An employee will give no less than eight weeks' written notice to the Employer of:

(i) the date the employee proposes to commence paid or Unpaid Other Parent Leave; and

(ii) the period of leave to be taken.

(b) (i) An employee is not in breach of subclause 41B.7(a) by failing to give the required period of notice if such failure is due to the requirement of the employee to take on the role of primary care giver due to the birth parent

or other adoptive parent being incapacitated to take on the primary caring role.

(ii) In such circumstances the employee will give notice as soon as reasonably possible.

(c) The granting of leave under this clause is subject to the employee providing the Employer with evidence that would satisfy a reasonable person detailing the reasons for and the circumstances under which the leave application is made and the relationship the employee has with the child.

(d) An employee proceeding on Other Parent Leave may elect to take a shorter period of Other Parent Leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four weeks' written notice is provided.

41B.8 Other Provisions

The following provisions, as provided under Clause 41 - Maternity Leave have application to Other Parent Leave:

(a) Clause 41.10 - Interaction with Other Leave Entitlements;

(b) Clause 41.11 - Extended Unpaid Maternity Leave;

(c) Clause 41.12 - Communication during Maternity Leave;

(d) Clause 41.13 - Replacement Employee;

(e) Clause 41.14 - Employment during Unpaid Maternity Leave;

(f) Clause 41.15 - Return to Work on Conclusion of Maternity Leave; and

(g) Clause 41.16 - Effect of Maternity Leave on the Contract of Employment.

41C. PARTNER LEAVE

41C.1 An employee who is not taking Maternity Leave, Adoption Leave or Other Parent Leave is entitled to one week's Partner Leave as prescribed by this clause in respect of the:

(a) birth of a child to the employee's partner; or

(b) adoption of a child who is not the child or the stepchild of the employee and/or the employee's partner; is under the age of 16; and has not lived continuously with the employee for six months or longer.

41C.2 The entitlement to one week's Partner Leave may be taken as:

(a) paid Personal Leave subject to subclause 41C.7;

(b) paid Annual and/or Long Service Leave;

(c) time off in lieu of overtime and/or Accrued days off; and/or

(d) Unpaid Partner Leave.

41C.3 Partner Leave must be taken immediately following the birth or, in the case of adoption, the placement of the child.

41C.4 (a) Subject to subclause 41C.4(b), the taking of Partner Leave by an employee will have no effect on their or their partner's entitlement, where applicable, to access Paid Maternity Leave as provided by Clause 41 - Maternity Leave, Paid Adoption Leave as provided by Clause 41A - Adoption Leave and paid Other Parent Leave as provided Clause 41B - Other Parent Leave.

(b) Where applicable, Unpaid Partner Leave taken by an employee will be counted as part of the employee's Unpaid Maternity Leave, Adoption Leave or Other Parent Leave entitlement.

41C.5 Any Public Holidays that fall during Partner Leave will be counted as part of the Partner Leave and do not extend the period of Partner Leave.

41C.6 The taking of time off in lieu of overtime and/or Accrued days off for Partner Leave purposes will be subject to the provisions of Clause 14 - Hours of Work - Accrued Days Off and Clause 16 - Overtime.

41C.7 Personal Leave

(a) An employee may access their accrued Personal Leave entitlements for Partner Leave purposes.

(b) The right to access Personal Leave credits for Partner Leave purposes does not affect an employee's right to take more than five days Personal Leave for the purposes provided for in Clause 35 - Personal Leave.

41C.8 Right to Request Additional Unpaid Partner Leave

(a) The total period of Partner Leave provided by this clause will not exceed eight weeks.

(b) An employee is entitled to request an extension to the period of Unpaid Partner Leave up to a maximum of eight weeks. The additional weeks leave shall be unpaid and the eight week maximum is inclusive of any period of Partner Leave already taken in accordance with subclause 41C.2.

(c) The Employer is to agree to an employee's request to extend their Unpaid Partner Leave made under subclause 41C.8(a) unless:

(i) having considered the employee's circumstances, the Employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or

(ii) there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:

(A) cost;

(B) lack of adequate replacement staff;

(C) loss of efficiency; and

(D) impact on the production or delivery of products or services by the Employer.

(d) The Employer is to give the employee written notice of the Employer's decision on a request to extend their Unpaid Partner Leave. If the employee's request is refused, the notice is to set out the reasons for the refusal.

(e) An employee who believes their request to extend Unpaid Partner Leave 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.

(f) The extended Unpaid Partner Leave may be taken in separate periods. Unless the Employer agrees, each period must not be shorter than two weeks.

(g) The period of extended Unpaid Partner Leave must be concluded within 12 months of the birth or placement of the child.

41C.9 Where an Employer agrees to an employee's request to extend their period of Unpaid Partner Leave under subclause 41C.8, the Employer must allow an employee to elect to substitute any part of that period of Unpaid Partner Leave with accrued Annual Leave, Long Service Leave, time off in lieu of overtime and/or Accrued days off.

41C.10 An employee on Unpaid Partner Leave is not entitled to paid Personal Leave.

41C.11 Notice

(a) The employee will give not less than four weeks' notice in writing to the Employer of the date the employee proposed to commence Partner Leave, stating the period of leave to be taken.

(b) An employee who has given their Employer notice of their intention to take Partner Leave will provide the Employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner, confirming the pregnancy and the estimated date of birth.

41C.12 Effect of Partner Leave on the Contract of Employment

The provisions of subclause 41.16 of the Maternity Leave clause concerning the effect of Maternity Leave on the contract of employment will apply to employees accessing Partner Leave, with such amendment as necessary.

41C.13 Eligible Casual Employees

An eligible casual employee, as defined in subclause 41.2 of the Maternity Leave clause, is only entitled to unpaid Partner Leave.

41D. UNPAID GRANDPARENTAL LEAVE

41D.1 For the purposes of this clause "primary care giver" means the employee who will assume the principal role for the care and attention of a grandchild.

41D.2 An employee is entitled to a period of up to 52 weeks' continuous Unpaid Grandparental Leave in respect of the:

(a) birth of a grandchild of the employee; or

(b) adoption of a grandchild of the employee, being a child who is not the natural grandchild or grand-stepchild of the employee, is under the age of five and has not lived continuously with its adoptive parents for six months or longer.

41D.3 Primary Care Giver Status

(a) An employee is only entitled to Unpaid Grandparental Leave if they are or will be the primary care giver of a grandchild.

(b) 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.

(c) 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.

41D.4 Commencement, Notice and Variation of Leave

(a) Commencement of Unpaid Grandparental Leave may occur any time within 24 months following the birth or placement of the employee's grandchild.

(b) The employee will give not less than four weeks' notice in writing to the Employer of the date the employee proposes to commence Unpaid Grandparental Leave, stating the period of leave to be taken.

(c) The notice period in subclause 41D.4(b) may be waived by the Employer in exceptional circumstances.

41D.5 An employee may request and an Employer may agree to an employee taking Unpaid Grandparental Leave on a part time basis provided:

(a) the employee is their grandchild's primary care giver on those days for which care is provided by the employee; and

(b) the employee's leave concludes no later than 52 weeks after the commencement of the period of Unpaid Grandparental Leave.

41D.6 Other Entitlements

The following provisions contained in Clause 41 - Maternity Leave will be read in conjunction with this clause, with such amendment as is necessary.

(a) Clause 41.12 - Communication during Maternity Leave.

(b) Clause 41.13 - Replacement Employee.

(c) Clauses 41.15(a)(ii) and 41.15(b) - Return to Work on Conclusion of Maternity Leave.

(d) Clause 41.16 - Effect of Maternity Leave on the Contract of Employment.

41D.7 The entitlement to Unpaid Grandparental Leave is as prescribed in this clause. Other than as specified in subclause 41D.6, an employee has no entitlement to the provisions contained in Clause 41 - Maternity Leave with respect to the birth or adoptive placement of their grandchild.

41E. SUPERANNUATION ON UNPAID PARENTAL LEAVE

41E.1 In this clause, "Unpaid Parental Leave" means:

(a) Unpaid Maternity Leave, which includes Unpaid Maternity Leave, Unpaid Special Maternity Leave and extended Unpaid Maternity Leave under Clause 41;

(b) Unpaid Adoption Leave under Clause 41A; and

(c) Unpaid Other Parent Leave under Clause 41B of this Agreement.

41E.2 An employee or eligible casual employee who is entitled to Unpaid Parental Leave is entitled to have superannuation contributions made in respect of the period of Unpaid Parental Leave taken to a maximum of 24 weeks.

41E.3 Superannuation contributions made under this clause will be calculated:

(a) in respect of the period of Unpaid Maternity Leave, Unpaid Adoption Leave or Unpaid Other Parent Leave taken or 24 weeks, whichever is lesser;

(b) based on the amount that would have been paid to the employee had they taken paid Maternity Leave, paid Adoption Leave or paid Other Parent Leave for that period and in accordance with the following:

(i) for full time employees - the ordinary working hours at the time of commencement of Parental Leave;

(ii) for part time employees - 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; or

(iii) for eligible casual employees - an average of the hours worked by the eligible casual employee over the preceding 12 months;

exclusive of shift and weekend penalties.

41E.4 Superannuation contributions will be paid:

(a) to the employee's superannuation fund in respect of which superannuation contributions for that employee are made; and

(b) at the time that the period of Unpaid Parental Leave in respect of which the contributions are payable concludes.

41E.5 Superannuation contributions will be made in accordance with the *State Superannuation Act 2000* (WA) and the *State Superannuation Regulations 2001* (WA).

42. FOSTER CARER'S LEAVE

42.1 Foster and short-term care leave is available to an employee who is a foster carer in the state of Western Australia, to enable them to attend to the care of a child in an emergency or other out of home care placement. Foster carer includes kinship arrangements and respite care that has not been determined to be permanent.

42.2 In accordance with the following subclauses, an employee, including a casual employee, will have access to three paid days non-cumulative leave per calendar year, up to a cap of 22.8 hours, paid at the Ordinary Rate of Pay.

42.3 Employees must give reasonable notice prior to taking Foster Carer's Leave and must provide an estimate of the period of absence from work.

42.4 Employees can, by agreement with their Employer, take Foster Carer's Leave in minimum periods of one hour.

42.5 Leave credits may be used to attend to training associated with the employee's foster carer responsibilities.

42.6 Employees must provide the Employer with documentation supporting their eligibility for the leave.

42.7 The entitlement to Foster Carer's Leave in accordance with subclause 42.2 for casual employees applies to the extent of their agreed working arrangements.

43. LEAVE WITHOUT PAY

43.1 Subject to the provisions of subclause 43.2, the Employer may grant an employee Leave Without Pay for any period and is responsible for that employee on their return.

43.2 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 Hospital is not inconvenienced; and

(b) all other leave credits of the employee are exhausted.

43.3 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.

43.4 Unless otherwise specified in this Agreement, any continuous period of Leave Without Pay which exceeds 14 days will not count as qualifying service for any purpose.

43.5 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.

43.6 Leave Without Pay for Australian Institute of Sport scholarships

Subject to the provisions of subclause 43.2, the Employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport, Leave Without Pay.

44. TRAINING AND STUDY LEAVE

44.1 Employer Provided Training

(a) Employees required by the Employer to undertake formal training relevant to their occupation will be provided with such training at the Employer's expense and such training will ordinarily occur during rostered working hours.

(b) Where required formal training is only available outside rostered working hours, employees will be provided with required breaks and time off in lieu.

(c) Employees undertaking training outside their rostered working hours or away from their normal place of work will be paid for travel time at the appropriate rate and be reimbursed travel costs.

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

44.2 Study Leave

(a) Conditions for Granting Time Off

(i) An employee may be granted time off with pay for part time study purposes at the discretion of the Employer.

(ii) Full time employees are entitled to a maximum of 200 hours paid study leave per calendar year.

(iii) Part time employees are entitled to study leave on the same basis as full time employees.

(iv) Subject to subclause 44.2(a)(ii), 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.

(v) Subject to agreement between the Employer and employee, an employee may access time off of one shift per week. The five hours provided in subclause 44.2(a)(iv) will contribute to the rostered shift nominated for study leave purposes and any hours in excess of the five hours limitation shall contribute to the annual maximum provided for at subclause 44.2(a)(ii).

(vi) 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 44.2(a)(ii).

(vii) Employees will be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

(viii) In every case the approval of time off to attend lectures and tutorials will be subject to:

(A) Employer convenience provided that Employer inconvenience cannot be claimed because it is necessary to replace the employee by utilising increased hours for part time staff, short term contract staff, or casual relief staff. Budgetary constraints should not factor into Employer convenience;

(B) the course being undertaken on a part time basis;

(C) employees undertaking an acceptable formal study load in their own time;

(D) employees making satisfactory progress with their studies;

(E) the course being relevant to the employee's career in the WA Health System and being of value to the Employer; and

(F) the course furthering the career of the employee, in their current role and/or another classification or role engaged by the Employer.

(b) 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.

(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) 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.

(e) (i) An employee will not be granted more than the time off provided for in subclause 44.2(a)(ii), 44.2(a)(iv) or 44.2(a)(v), except in exceptional circumstances, where the Employer may decide otherwise.

(ii) Exceptional circumstances will include in order to undertake a course or qualification identified as priority by the System Manager or Health Service.

(f) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.

(g) Approved Courses

(i) For the purposes of this subclause, the following are approved courses:

(A) Certificate courses (Australian Qualification Framework Level 3 or 4) and Diploma/Advanced Diploma (Australian Qualification Framework Level 5 or 6) courses provided by registered training institutions.

(B) Secondary courses leading to the awarding of an Australian Tertiary Admission Rank or courses directly linked to an alternative pathway to undergraduate study.

(C) Associate Degree or Bachelor Degree courses (Australian Qualification Framework Level 6 or 7.

(D) Courses endorsed by the National Authority for the Accreditation of Translators and Interpreters (NAATI) in a language relevant to the needs of the Western Australian Public Sector.

(ii) Notwithstanding the above, an approved course may also include a skill set delivered by a registered training organisation, provided it will directly assist the employee to progress through classifications included in this Agreement, or to a classification under another industrial agreement to which the Employer is a party.

45. CASHING OUT LEAVE ENTITLEMENTS

45.1 The purpose of this clause is to allow employees the option of receiving payment in lieu of accrued entitlements to Annual Leave, Long Service Leave and Accrued days off.

45.2 The inclusion of this clause will not be taken of itself to imply that there are any grounds for diminishing an employee's entitlements to Annual Leave, Long Service Leave or Accrued days off.

45.3 (a) An employee may request, in writing, to be paid out part of their entitlement to Annual Leave, Long Service Leave or Accrued days off pursuant to this clause.

(b) The Employer will consider the employee's application and respond in writing.

45.4 The rate at which any accrued leave entitlement is paid out will be the rate that would have been paid had the leave been taken. To avoid doubt payment will include any applicable Annual Leave loading.

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

46. LEAVE OPTIONS

46.1 Annual Leave Options:

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

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

46.3 (a) At the request of an employee, the Employer may agree to an arrangement ("the arrangement") whereby the employee accrues either one (51/52), two (50/52), three (49/52) or four (48/52) weeks' additional Annual Leave in lieu of salary of the equivalent value.

(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.

(c) Both the agreement to the arrangement and the time at which the additional leave is taken will be dependent on the operational requirements of the work location where the employee works at the particular time.

(d) Unless otherwise agreed between the employee and the Employer, an employee who enters into an arrangement under this subclause does so in blocks of 12 months.

(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

(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.

46.4 Double the Leave on Half Pay.

Subject to operational requirements as defined in subclause 46.3(e), and with the agreement of the Employer, an employee may elect to take twice the period of any portion of their Annual Leave, including any time in lieu taken as leave, at half pay.

46.5 Deferred Salary Scheme for 12 Months' Leave

(a) By written agreement between the Employer and the employee, an employee may enter into a deferred salary scheme over a five year period in which the employee may be paid 80% of their ordinary salary over a four year period, with the unpaid component accrued over the four years, and paid out in equal instalments during the fifth year.

(b) The fifth year will be treated as continuous service, but will not count as service for the purpose of accruing leave entitlements.

(c) Access to the leave when it falls due 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.

(d) When deciding whether to support a particular request for this arrangement, the Employer will take into account factors such as operational requirements. In order to satisfy operational requirements, the number of employees allowed to work under the arrangement may be restricted at any one time, and/or the timing of the arrangement may need to be staggered.

(e) By agreement the four year accrual period may be suspended. The employee will revert back to 100% of salary or access Leave Without Pay, provided that except where longer periods of unpaid leave are otherwise prescribed by this Agreement (e.g. Parental Leave), such non-participatory periods will not exceed six months. The commencement of the leave year will be delayed by the length of the non-participatory period.

(f) Where an employee withdraws from this arrangement in writing, or the employee's contract of employment terminates for any reason, the employee will receive a lump sum equal to the accrued credit. The payment of the lump sum may be deferred for a period of up to three months upon the employee's request, provided that where the contract has terminated the payment will be made in their final pay.

(g) Any paid leave taken during the first four years of this arrangement will be paid at 80% of the employee's ordinary salary.

46.6 Long Service Leave Options

Upon application by an employee, the Employer may approve:

(a) double the period of Long Service Leave on half pay, in lieu of the period of Long Service Leave entitlement on full pay; or

(b) half the period of Long Service Leave on double pay, in lieu of the period of Long Service Leave entitlement on full pay; or

(c) any portion of their Long Service Leave entitlement on full pay or double such period on half pay or half such period on double pay.

46.7 Implications of Options

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.

47. ANNUAL LEAVE TRAVEL CONCESSIONS

47.1 Employees stationed in remote areas

The travel concessions contained in the following table are provided to employees and their dependents when proceeding on Annual Leave from headquarters situated in District Allowance Areas 3, 5 and 6, and in that portion of Area 4 located north of 30 degrees south latitude as provided for within Schedule B – Annual Leave Travel Concession Map.

47.2 Employees are required to serve 12 continuous months in these areas before qualifying for travel concessions. However, employees who have less than 12 months' continuous service in these areas and who are required to proceed on Annual Leave to suit the Employer's convenience will be allowed the concession. The concession may also be given to an employee who proceeds on Annual Leave before completing the 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.

47.3 The Employer will provide the concession by paying or reimbursing costs of Annual Leave travel for the employee and dependents 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 dependents. Upon request, the Employer will provide the Union with a schedule of the fares used for the purposes of this subclause.

47.4 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 47.3, the Employer may require payment, or consignment of equivalent leave payments for the difference.

47.5 An employee travelling other than by air is entitled to payment of up to the equivalent fare calculated in accordance with this clause prior to the commencement of leave.

47.6 Only one Annual Leave travel concession per employee or dependent per annum is available.

47.7 For the purposes of determining eligibility for Annual Leave Travel Concession, a dependent will mean:

(a) a partner; and/or

(b) any child who relies on the employee for their main financial support;

who does not have an equivalent entitlement of any kind.

47.8 For the purposes of the definitions at subclause 47.7, a child will be considered to rely on the employee for 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.

47.9 Travel concessions not utilised within 12 months of becoming due will lapse.

47.10 Part time employees are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week.

47.11 Travelling time will be calculated on a pro rata basis according to the number of hours worked.

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

48. WITNESS AND JURY SERVICE

48.1 An employee subpoenaed or called as a witness to give evidence in any proceeding will, as soon as practicable, notify the manager/supervisor who will notify the Employer.

48.2 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 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 Fund. The receipt for such payment with a voucher showing the amount of fees received will be forwarded to the Employer.

48.3 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.

48.4 An employee subpoenaed or called as a witness on behalf of the Crown not in an official capacity will be granted leave with full pay entitlements. If the employee is on any form of paid leave, this leave will not be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to retain any witness fee but will pay all fees received into the Consolidated Fund.

48.5 An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses 48.2 and 48.4, will be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with the provisions of this Agreement.

48.6 An employee required to serve on a jury will, as soon as practicable after being summonsed to serve, notify the supervisor/manager who will notify the Employer.

48.7 An employee required to serve on a jury will be granted by the Employer leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror.

48.8 An employee granted leave of absence on full pay as prescribed in subclause 48.7 is not entitled to retain any juror's fees but will pay all fees received into Consolidated Fund. The receipt for such payment will be forwarded with a voucher showing the amount of juror's fees received to the Employer.

49. INTRODUCTION OF CHANGE

49.1 For the purposes of this clause:

(a) “Consultation” means a process that involves the timely exchange of relevant information and the opportunity for discussion on matters relevant to a proposed change. These discussions are to provide the Union and employees with a genuine opportunity to contribute to the decision making process.

(b) “Significant effects” include termination of employment, major changes in the composition, operation or size of the Employer’s workforce or in the skills required; the elimination or the lessening of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs.

49.2 The Union and the Employer 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 Hospital.

49.3 Requirement to notify and consult where change is proposed

(a) Where the Employer proposes to make a change or changes likely to affect existing practice/s, working conditions or employment prospects of employees, the Employer will notify, and consult with, the Union and employees who may be affected by the proposed change.

(b) The Employer will provide this notification in writing as soon as practicable. To enable genuine consultation to occur, the notification should include, at a minimum, the nature of the proposed change and the effects it is likely to have on employees.

(c) The consultation discussion shall commence as soon as possible after the Employer notifies the Union and affected employees of the proposed change.

(d) The consultation process will be open and transparent, and the following principles will apply:

(i) the Employer will ensure the appropriate mechanisms and communication channels are in place to facilitate consultation;

(ii) the Employer and the Union are to provide all reasonable and relevant information except confidential commercial, business or personal information, the release of which may seriously harm a party or individual;

(iii) information provided will be clear and with sufficient background information available so that issues are understood;

(iv) the Employer will assess the impacts of change broadly;

(v) throughout the consultation process, the Employer will provide adequate time, resources and support for information to be considered by affected employees and the Union and for consultation to occur; and

(vi) once a change is implemented, the Employer will evaluate and review the change and inform the Union of the review outcomes.

49.4 Discussions between Employers and employees regarding introduction of change.

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

(b) Discussion between the Employer, the employees affected, and the Union will commence as soon as possible after a firm decision has been made by the Employer to make the changes referred to in subclause 49.4(a).

(c) Such discussions will include: the effects the changes are likely to have on employees and measures to reduce the adverse effects of such changes; and

(d) The Employer will give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.

(e) For the purposes of such discussion, the Employer will provide to the employees concerned and the Union, all relevant information about the changes.

(f) The Employer will not be required to disclose confidential information, which would be inconsistent with the provisions of the *Freedom of Information Act 1992* (WA).

50. CONSULTATION MECHANISM

50.1 Consultative Committees will be a forum for communication and consultation on issues such as:

(a) workload management, including development of the administrative process referenced at subclause 51.4(a) of Clause 51 – Workload Management;

(b) industrial issues;

(c) fixed term contract employment, casual employment and labour hire usage;

(d) changes to work organisation and/or work practices;

(e) Employer implementation of recommendations from Government decisions, policies and initiatives; and

(f) Employer implementation of other aspects of this Agreement.

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

50.3 The Union and Employer will meet and jointly determine the structure and process (including elections and timetables) of the Consultative Committee.

50.4 Consultative Committees will be made up of representatives of the Employer and employees nominated by the Union.

50.5 Each employee nominated by the Union who has not previously received training will be released to attend the Union training course before the first consultative committee meeting.

50.6 The Employer will provide reasonable resourcing to ensure effective and informed employee participation, including access to all relevant information and a reasonable period of time of release to facilitate the consultative process.

50.7 Employees nominated by the Union will be paid for attendance at Consultative Committee meetings as if they had worked their normal roster.

50.8 Employees nominated by the Union will be given time off in lieu when they attend a Consultative Committee meeting in their own time; such time to be equal to total travel and meeting time.

50.9 The Employer will be responsible for the keeping of proper records of the Consultative Committee. At the conclusion of each meeting, the Employer will forward minutes of the Consultative Committee to members of the Committee.

50.10 An officer of the Union is entitled to attend a meeting of the Consultative Committee and address the Committee on any issue, but will not vote on any motion.

50.11 Matters not resolved through the Consultative Committee can be referred to the provisions of Clause 56 – Dispute Resolution Procedure of the Agreement.

51. WORKLOAD MANAGEMENT

51.1 The Employer will provide a safe and healthy work environment and ensure staffing levels are appropriate for the delivery of patient care.

51.2 The Employer is committed to addressing workload management issues and taking reasonable steps to ensure employees are allocated sustainable workloads and are not required to work excessive or unreasonable hours.

51.3 The Employer will take reasonable steps to ensure employees:

(a) do not work excessive or unreasonable hours; and

(b) can take leave provided for in this Agreement.

51.4 (a) The Employer will develop an administrative process to be applied where an employee or group of employees believe they have an excessive or unreasonable workload. This process will facilitate:

(i) communication of relevant information by the employee/s; and

(ii) discussion and consideration of the issue with their immediate supervisor in the first instance.

(b) The Employer will consider the workload issues raised, and where necessary, implement strategies to ensure reasonable workloads are maintained.

51.5 In the case of reviewing workload issues raised pursuant to subclause 51.4, leave cover arrangements will be considered.

51.6 Where the workload issue is not resolved pursuant to subclause 51.4, the matter may be raised by either party with the relevant Consultative Committee.

51.7 If the workload issue is not resolved within a timely manner, the matter should be escalated in accordance with Clause 56 – Dispute Resolution Procedure.

51.8 The Union may raise a workload issue on behalf of an employee or group of employees pursuant to this clause.

52. LEAVE TO ATTEND INDUSTRIAL PROCEEDINGS

52.1 The Employer will grant paid leave during ordinary working hours at the Ordinary Rate of Pay to an employee who is required to give evidence before any industrial tribunal.

52.2 The granting of leave will only be approved where an application for leave has been submitted by an employee a reasonable time in advance:

(a) for the minimum period necessary for evidence to be given;

(b) for those employees whose attendance is essential; and

(c) when the operation of the organisation is not unduly affected and the convenience of the Employer impaired.

52.3 The Employer will not be liable for any expenses associated with an employee attending an industrial proceeding.

52.4 Leave of absence granted under subclause 52.1, will include any necessary travelling time required during ordinary working hours.

53. UNION AND DELEGATES RECOGNITION AND RIGHTS

53.1 Recognition

(a) The Employer recognises the rights of the Union to organise and represent its members. Union representatives (Delegates) in the Hospital or service have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members' interests in the workplace.

(b) The Employer will distribute, with any pre-employment and/or orientation package the Employer ordinarily distributes to new employees, a flyer/information sheet provided by the Union. The flyer/information sheet will provide information regarding Union membership, pay and conditions and representation of Union members within the workforce.

(c) All management representatives will treat Union delegates with respect and without victimisation, and this respect will be mutually reciprocated.

53.2 Union Delegates will be granted:

(a) An assurance that issues raised will be promptly dealt with as per Clause 56 – Dispute Resolution Procedure.

(b) Genuine consultation by the Employer for decisions impacting on Union members or employees eligible to be Union members.

(c) Paid time to communicate during the delegates' ordinary working hours with Union members and attend to Union business in the workplace.

(i) This paid time will be negotiated by the Union and the Employer, to operate as a pool of time at each Hospital. The pool of time may be agreed as a fortnightly number of hours available across all delegates at that Hospital, having regard for the size and nature of the workforce at that site. The pool of hours may also be temporarily increased by agreement between the parties for the incidence of site or broader industrial issues.

(ii) Delegates will consult with the Employer when paid time off is required. Any disagreements will be dealt with in accordance with Clause 56 - Dispute Resolution Procedure.

53.3 The Union will give the names of Union delegates to the relevant Employers in writing.

53.4 Facilities

(a) (i) This Agreement will be displayed on notice boards in the workplace where it is easily accessible to employees.

(ii) Employees on request will be provided with a copy of this Agreement by the Employer. The Employer will make sufficient copies available for this purpose.

(b) Union delegates will be provided with:

(i) access to facilities including basic communication and information resources such as telephone, fax, e-mail, photocopier, stationery and access to meeting rooms to meet with individual or groups of members and perform Union business;

(ii) access to all relevant information, including appropriate awards, agreements, job descriptions and policies;

(iii) lockable notice boards in the ratio of 1 notice board for every 200 beds or part thereof. Access to the Notice Board will be restricted to authorised Union delegates. It is the responsibility of the delegate to ensure that only authorised Union material is placed on the notice board; and

(iv) a lockable cabinet.

53.5 Organising the Workplace

(a) Provided appropriate notice is given and the operation of the organisation is not unduly affected, Union delegates will have:

(i) (A) a list of new employees, provided by the Employer each month, which identifies the time of commencement of new employees, their employment status, occupation, hours of work and work location;

(B) time to discuss the benefits of Union membership with a new employee as part of their induction; and

(C) where the Employer conducts a group induction, which may be on or off site, the Union will be given at least 14 days' notice of the time and place of the induction. The Union will be entitled to at least 30 minutes to address new employees without Employer representatives being present.

(ii) Access to a private sheltered area for meetings of members. Details to be decided by local arrangement.

(iii) Access to rosters providing information regarding work location and shifts of employees. The rosters will be provided within five working days of request.

(iv) Quarterly paid general Union meetings, to a maximum duration of one hour. These meetings are to be arranged at a local level.

(v) (A) Paid monthly Union delegate meetings for each Hospital to a maximum of two hours.

(B) Quarterly paid regional delegate meetings to a maximum of two hours (plus reasonable travel time).

(C) The option to aggregate the time available for meetings, pursuant to (A) and (B) above, to meet the needs of country delegates.

(D) Where agreement is reached between the Employer and the Union the option for delegates within the Perth Metropolitan area to convene for meetings pursuant to (A) at one Hospital site.

(b) Subject to this Clause and compliance with the relevant clinical protocols at each Hospital, the right to enter the Employer's premises during working hours, including meal breaks, for the purpose of discussing with employees covered by this Agreement the legitimate business of the Union, or for the purpose of investigating complaints concerning the application of this Agreement, but will in no way unduly interfere with the work of the employees.

(c) Subject to this Clause and compliance with the relevant clinical protocols at each Hospital, the Secretary or authorised Union representative will be able to move freely within the Hospital, and will not be required to be accompanied by any employee or agent of the Employer, but will in no way unduly interfere with the work of the employees.

(d) Where a Hospital, or part of a Hospital, establishes a sign-in / sign-out protocol, any person exercising a right of entry or otherwise conducting Union business will comply with those requirements.

(e) (i) Any person exercising a right of entry or otherwise conducting Union business may not enter areas which the Hospital, on reasonable grounds, designates as restricted access areas.

(ii) Restricted access areas will not include:

(A) food production and distribution facilities;

(B) staff amenities facilities attached to clinical areas such as operating theatre suites and emergency departments;

(C) warehouses except for caged or locked storage areas;

(D) laundry/linen rooms; or

(E) an area accessible to an unescorted member of the public.

(iii) An area of a Hospital that requires security card access, or to which the public are unable to enter without appropriate permission, such as the intensive care unit, the emergency department, a locked ward or operating theatre suit, is not automatically a restricted area.

(iv) Prior to seeking entry to a restricted access area, any person exercising a right of entry or otherwise conducting Union business, will identify themselves to the manager of that area prior to being granted entry.

(v) Other than a brief interaction with staff to notify their arrival, any person exercising a right of entry or otherwise conducting Union business will conduct all discussions away from clinical areas and out of public view.

(vi) Any person exercising a right of entry or otherwise conducting Union business will comply with a direction to leave a designated restricted access area provided that the decision of the Hospital in this regard may subsequently be disputed pursuant to Clause 56 - Dispute Resolution Procedure.

(f) Any person exercising a right of entry or otherwise conducting Union business will comply with all health, safety, hygiene and infection control requirements.

(g) Any person exercising a right of entry or otherwise conducting Union business will treat all Hospital staff with courtesy and respect and will not impede staff in the performance of their duties.

(h) Union business may not be conducted in clinical areas in view of patients or in a manner which disrupts the delivery of clinical services.

53.6 Representation

(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 a Union nominated representative of the employees is required to attend negotiations and/or conferences between the Union and Employer;

(iii) when prior agreement between the Union and Employer has been reached for the employee to attend official Union meetings preliminary to negotiations or industrial hearings; or

(iv) who as a Union nominated representative of the employees is required to attend joint Union/management consultative committees or working parties.

(b) In addition to the paid time prescribed by paragraphs 53.6(a)(ii) and (iii), a delegate participating in negotiations pursuant to Clause 8 – Replacement Agreement will be entitled to time in lieu if required to attend negotiation meetings with the Employer outside rostered working hours, in accordance with the following:

(i) Time in lieu will be on an hour for hour basis.

(ii) A delegate can be credited with a maximum of four hours' time in lieu per negotiation meeting, inclusive of pre and post meeting sessions agreed between the System Manager and the Union.

(iii) A maximum of eight hours' time in lieu can be credited per delegate per round of replacement agreement negotiations.

53.7 Union Dues

The Employer agrees, upon receiving written authorisation from an employee, to provide to the Union within five 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.

53.8 Paid Leave for Union Training

(a) The Employer will grant paid leave of absence to employees who are nominated by the Union to attend short courses conducted by the Union.

(b) 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.

(c) An employee will be granted up to six days' paid leave each calendar year for Union training or similar courses or seminars. However, leave in excess of six days, and up to 12 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 12 days.

(d) Country delegates will be paid travel time during normal working hours at the Ordinary Rate of Pay to attend such training.

53.9 Rates of Pay During Absence on Union Training

(a) Leave of absence will be granted at the Ordinary Rate of Pay (including any Hospital Allowance) the employee would have received had they not been on leave.

(b) Where a Public Holiday or rostered day off (including a rostered day off as a result of working a 38 hour week) falls during a Union Training course or seminar, a day off in lieu of that day will be granted.

53.10 Shift employees attending a Union Training course or seminar will be deemed to have worked the shifts they would have worked had leave not been taken, and payment for such leave will include shift penalties.

53.11 Application for Union Training Leave

Any application by an employee will be submitted to the Employer for approval at least four weeks before the commencement of the leave, provided that the Employer may agree to a lesser period of notice.

53.12 (a) The Employer will not be liable for any expenses associated with an employee's attendance at Union training.

(b) Leave of absence granted under this clause will include any necessary travelling time in normal working hours immediately before or after the training.

53.13 Application

(a) An employee will not be entitled to paid leave to attend Union business other than as prescribed by this clause.

(b) The provisions of this clause will not apply to special arrangements made between the parties, which provide for unpaid leave for employees to conduct Union business.

(c) The provisions of this clause will not apply when an employee is absent from work without the approval of the Employer.

53.14 Leave to attend negotiation planning meetings

(a) In the six months immediately prior to the commencement of negotiations pursuant to Clause 8 – Replacement of Agreement the Employer will grant paid leave to a maximum of 30 accredited delegates for a maximum of 12 hours each for the purposes of attending Union negotiation planning meetings.

(b) The Union may determine from which workplaces delegates are drawn, provided that, if more than one delegate is drawn from any one Hospital, the operation of that Hospital will not be unduly affected.

(c) Any dispute about the number of delegates to be released from any particular Hospital will be dealt with via Clause 56 - Dispute Resolution Procedure.

(d) Application for leave by an employee will be submitted to the Employer for approval at least four weeks before the commencement of the leave.

(e) The Employer will not be liable for any expenses associated with an employee's attendance at a negotiation planning meeting.

(f) Additional leave will be granted for reasonable travelling time undertaken in normal working hours immediately before or after a negotiation planning meeting.

54. HEALTH AND SAFETY REPRESENTATIVES RECORDS

54.1 The Employer will maintain a Health and Safety Representative Register.

54.2 The Health and Safety Representative Register will record the following information for each representative:

(a) name;

(b) work branch/division (as appropriate);

(c) site;

(d) job title/occupation;

(e) date of election as a representative; and

(f) training details on completion of relevant work health and safety training courses, including initial and refresher training dates.

54.3 The Employer will provide detail as per subclause 54.2 to the Union and System Manager every six months.

54.4 On 31 January each year, the System Manager will provide a year to date summary of the Health and Safety Representative Register for the WA Health System to the Department of Energy, Mines, Industry Regulation and Safety – Government Sector Labour Relations.

54.5 The Employer will provide the Union with occupational violence data, subject to confidentiality and privacy requirements, within 28 days of a request being made in writing.

55. TIME AND WAGES RECORD

55.1 In respect of each employee, the Employer will keep, or cause to be kept, a time and wages record showing the:

(a) name of the employee;

(b) nature of the work performed and whether full time, part time or casual;

(c) hours worked each day including roster details, if applicable;

(d) wages, allowances and overtime paid to each employee and any deductions made there from; and

(e) date of birth of employees employed as junior.

55.2 Computerised time and wages records may be kept by the Employer and will be deemed to satisfy the requirements of this clause to the extent of the information recorded.

55.3 Time and Wages Records Available for Inspection by the Union

(a) The time and wages records will be available for inspection by the Secretary or authorised person of the Union during the Employer's usual office hours, for the purpose of investigating a suspected breach of the Employer's obligations to its employees. When necessary the accredited official of the Union may take a copy of the record.

(b) The Union will:

(i) give prior notification to the Employer on when it proposes to inspect the records, provided that such notice is at least 24 hours, or at least 48 hours where the relevant materials are not kept on the Employer's business premises;

(ii) not conduct interviews with staff in connection with an inspection of time and wages records during normal working hours in circumstances which will result in the Employer's business being unduly interrupted or otherwise hampered; and

(iii) treat with confidentiality any information obtained from time and wage records.

55.4 If the Employer maintains a personal file or other file on an employee, the employee will be entitled to examine all material on the file, and take copies, at a time that does not result in the Employer's business being unduly interrupted or otherwise hampered.

56. DISPUTE RESOLUTION PROCEDURE

56.1 Any question, dispute or difficulty arising in the course of the employment of employees covered by this Agreement will be dealt with in accordance with this clause.

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

56.3 If the dispute cannot be resolved at this level, the matter will 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 working days. An employee may be accompanied by a Union representative.

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

56.5 Where the dispute cannot be resolved within five working days of the employee/s or the Union representatives' referral of the dispute to the Chief Executive or their nominee, either party may refer the matter to the Commission for conciliation and/or arbitration, where within the Commission's jurisdiction, as required.

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

56.7 At all stages of the procedure the employee/s may be accompanied by a Union representative. No delegate may be required by the Employer to accompany an employee.

56.8 Notwithstanding the above the Union may raise matters directly with representatives of the Employer. In each case the Union and the Employer will endeavour to reach agreement. If no agreement is reached either party may refer the dispute to the Commission for conciliation and/or arbitration.

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

56.10 Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008* (WA).

56.11 Disciplinary Procedure

(a) The disciplinary provisions of the *Health Services Act 2016* (WA) will apply to employees under the Agreement.

(b) An employee will have the right to representation at any stage of a disciplinary procedure, which may include Union representation.

(c) Counselling

If the Employer finds an employee has committed an act of misconduct that is determined to be minor in nature and the employee's work performance and conduct is otherwise satisfactory, in lieu of issuing a reprimand as disciplinary action under the *Health Services Act 2016* (WA), the Employer may take improvement action under that Act and conduct a counselling meeting with the employee during which:

(i) 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

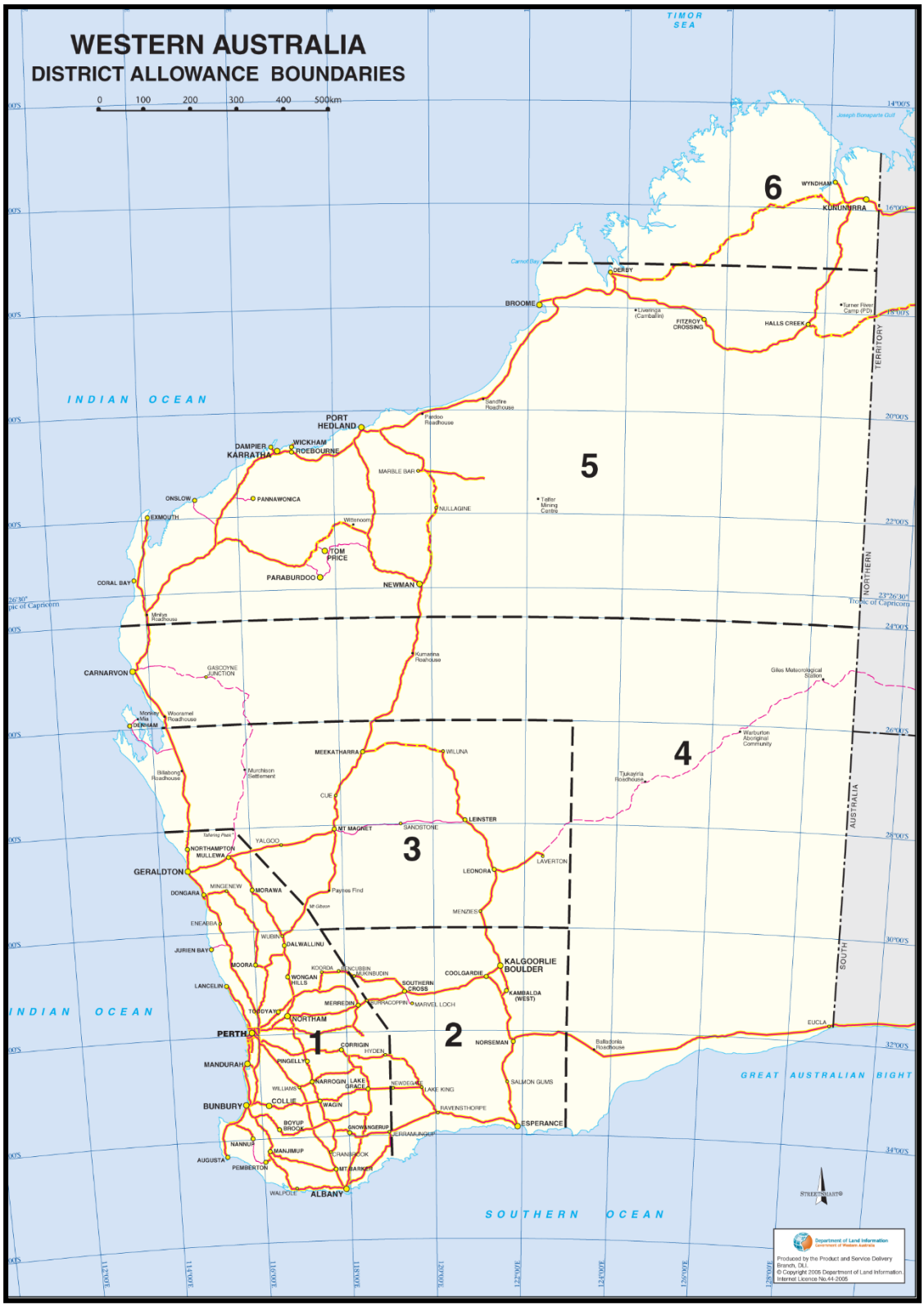
(ii) a written record will be made of the counselling meeting, which will be provided to the employee, noting this will not in itself constitute a reprimand.

SCHEDULE A – SIGNATORIES

23 / 10 / 2024

Joshua Chapman
A/Director System-wide Industrial Relations
Department of Health

23/10/2024

Carolyn Smith
Director
United Workers Union (WA)

SCHEDULE B – ANNUAL LEAVE TRAVEL CONCESSION MAP