

WA HEALTH – LHMU – SUPPORT WORKERS INDUSTRIAL AGREEMENT 2007

Implementation Guidelines and Explanatory Notes

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INTRODUCTION

This document provides assistance in implementing the WA Health – LHMU – Support Workers Industrial Agreement 2007 (the Agreement).

A copy of the Agreement can be accessed at www.health.wa.gov.au/awardsandagreements.

These implementation guidelines and explanatory notes should be read in conjunction with the Agreement, it is not intended to be read a stand alone document.

The Agreement has incorporated all relevant conditions from the Health and Disability Services - Support Workers - Western Australian Government - Award 2001. All conditions are now contained in the Agreement without need to refer to the Award, providing a document that is easier to read and comprehend.

EXPLANATORY NOTES

WA Health – LHMU – Support Workers Industrial Agreement 2007

Clause 1. – Title

This clause specifies the title of the Agreement as the WA Health – LHMU – Support Workers Industrial Agreement 2007, which replaces the *LHMU – Department of Health Support Workers Federal Agreement 2004* (AG838503 PR955334) and the *LHMU – Union Recognition and Job Security Agreement – Department of Health Support Workers 2004* (AG 180 of 2004).

Clause 3. – Definitions

Comprehensive definitions have been included to clarify terminology used in the Agreement.

Clause 5. – Area, Incidence and Parties Bound

This clause identifies the parties bound by the Agreement and the employees to whom the Agreement applies.

Clause 6. – Date and Period of Operation

The Agreement is effective from its date of Registration.

The Western Australian Industrial Relations Commission 'Registered' the Agreement on 12 October 2007. The Agreement expires on 31 July 2010.

Clause 7. – No Further Claims

The parties agree that there will be no further claims with respect to any matter related to wages and working conditions contained in the Agreement, except where specifically provided for.

Clause 8. – Replacement of Agreement

The parties agree to commence negotiations for a replacement Agreement at least three months prior to the expiry of the Agreement.

Clause 10. – Relationship with Awards and Agreements

This clause specifies that the Agreement is comprehensive applies to the exclusion of the Health and Disability Services – Support Workers – Western Australian Government – Award 2001. In this respect, the Agreement prescribes all conditions of employment, other than those prescribed by policy.

Clause 11. – Contract of Service

This clause specifies that the parties agree to review, within six months of the Registration of the Agreement, the current process for recruitment and selection to endeavour to improve the efficiency of the process and ensure ongoing compliance with the Public Sector Recruitment, Selection and Appointment Standard and in particular that the review takes into account the fact that Health has a culturally and linguistically diverse workforce.

Clause 16. – Overtime

A new provision relating to On Call has been inserted, effective from 12 October 2007, the date of Registration of the Agreement.

An employee is considered to be on call when the employer has given a written direction to the employee, which may be in the form of a published roster, to remain at such a place or be immediately contactable by telephone or other means during the hours when the employee is not otherwise on duty.

An employee who is on call is to be paid 18.75% of 1/38th of the weekly rate of pay for Support Worker Level 10, 1st year for each hour or part thereof the employee is on call.

Clause 19. – Classification and Wage Rates

New rates effective from 1 August 2007, 1 August 2008 and 1 August 2009.

New classification of trainer inserted at subclause 19.2, under Hospital Worker Level 8.

Clause 23. – Hospital Allowance

These allowances **ceases to exist** effective 1 August 2007 as it has been absorbed into the weekly wage rates. No additional Hospital Allowance will be payable from this date. Any Hospital Allowance paid post 1 August 2007 will be calculated and offset against pay increases.

Clause 24. – Miscellaneous Allowances

All Miscellaneous Allowances have been increased and are effective from 1 August 2007. In the case of Mortuary Attendance Allowance and Ambulance Allowance, the Agreement provides for increases effective 1 August 2007, 1 August 2008 and 1 August 2009.

Clause 25. – Shift, Weekend and Public Holidays Payment and Allowances

Allowances have been increased and are effective 1 August 2007.

Clause 26. – District Allowance

Clause has been amended to state that the provisions of the District Allowance (Government Wages Employees) General Agreement 2005 or its replacement apply in lieu of the provisions of the clause to the extent of any inconsistency.

Clause 30. – Call Allowance (MPS Sleep Shift)

Allowance has been increased and the Agreement provides for increased effective 1 August 2007, 1 August 2008 and 1 August 2009.

Clause 35. – Personal Leave

Personal Leave has been updated to include provisions relating to Travelling Time for Regional Employees and Unpaid Carer's Leave.

Travelling Time for Regional Employees

Eligible regional employees have an entitlement to be paid for travelling time up to 38 hours per twelve months period to attend a medical facility where the travel occurs during their ordinary working hours, and where the medical facility is located 240km or more from their headquarters.

Payment is at ordinary time rate that would have applied had the employee been at work and includes any higher duties and district allowance. Overtime and shift penalties are not included as part of the travelling time rate. The travelling time is treated as service for all purposes, i.e. similar to actual working time.

There is no prior qualifying time required for regional employees to access this travelling time, i.e. the full 38 hours are accessible from the date of commencement in the region.

Travelling time in excess of the prescribed 38 hours per twelve months may be approved by the employer, on a case by case basis, and in the context of fair and equitable application of the provision.

All travelling time is subject to the evidentiary requirements outlined in subclauses 35.22 to 35.24 of the Agreement.

Employees transferring within or between regions without any break of service (as applied in awards generally) retain their original regional anniversary date for the purpose of establishing their travelling time entitlements.

The 240km minimum is the radius from the employee's headquarters, not the actual road, sea or air travel distance undertaken.

Travelling time must not be debited against personal leave entitlements. WA Health will separately identify the utilisation of travelling time, ie create a separate pay/leave code for this provision.

Part time and "less than 12 months" fixed term contract employees may access this entitlement on a pro rata basis.

Employees **not** eligible for this travelling time entitlement include:

- (a) casual employees;
- (b) employees on any form of leave without pay including sick leave without pay;
- (c) employees on workers compensation; or
- (d) metropolitan based employees attending medical facilities in regional areas.

Unpaid Carer's Leave

An employee, including a casual employee, is entitled to unpaid carers leave of up to two (2) days of each occasion ("a permissible occasion") on which a member of the employee's family or household requires care and support because of:

- (a) an illness or injury of the member; or
- (b) an unexpected emergency affecting the member; or
- (c) the birth of a child of the mother.

This provision is only available in the circumstance that the employee cannot take paid carer's leave during the period.

The employer has the discretion to grant in excess of two (2) days.

Unpaid carer's leave may be taken on an hourly basis.

Clause 37. – Bereavement Leave

Casual employees can access this provision for the hours that they had previously been advised were expected to be worked. This can be by way of an indicative roster, determined pre agreed hours; or subject to employer confirmation, hours that the employee would reasonably have been expected to work.

Clause 39. – Parental Leave

Clause has been substantially amended to reflect changes to Government Policy.

Paid parental leave has been increased to:

- 12 weeks paid parental leave (commencing on and from) 1 July 2007
- 14 weeks paid parental leave (commencing on and from) 1 July 2008