

**HEALTH SERVICES UNION – WA HEALTH STATE INDUSTRIAL  
AGREEMENT 2006**

**Agreement No. PSAAG 19 of 2006**

## **PART 1. APPLICATION OF AGREEMENT**

### **1. TITLE**

This Agreement shall be known as the Health Services Union – WA Health State Industrial Agreement 2006 and shall replace the Health Services Union - Department of Health – Health Service Salaried Officers State Industrial Agreement 2004 PSAAG 4 of 2004.

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### 3. DEFINITIONS

"A Day" means for the purposes of Clauses 17. - Shiftwork, 23. - Travelling Allowance, 25. - Transfer Allowance, 27. - Removal Allowance, 29. - Relieving or Special Duty, and 58. - Dispute Avoidance and Settlement Procedures, from midnight to midnight.

"Base Rate of Pay" means the rate of pay prescribed by Clause 18. – Salaries and Payment excluding shift penalties.

"Day Employee" means an employee who works ordinary hours from Monday to Friday inclusive and who commences work on such days after 6.00 a.m. and finishes ordinary hours at or before 6.00pm.

"Dependant" in relation to an employee means:

- Partner;
- Child/children; or
- Other dependant family;

Who reside with the employee and who rely on the employee for their main support.

"Employer" has the same meaning as contained in subclause (3) of Clause 5. - Application and Parties Bound.

"Full Pay" means the base rate of pay plus any applicable shift penalties the employee would have been paid had the employee continued to work their normal roster.

"Headquarters" means that location in which the principal work is carried out, as defined by the employer.

"Hospital" subject to the context, includes Health Service.

"Locality" in relation to an employee means:

- within the metropolitan area, that area within a radius of fifty (50) kilometres from the Perth City Railway Station; and
- outside the metropolitan area, that area within a radius of fifty (50) kilometres from an employee's headquarters when they are situated outside of the metropolitan area.

"Metropolitan Area" means that area within a radius of fifty kilometres from the Perth City Railway Station.

"Partner" means:

- a person who is legally married to the employee.
- defacto spouse/partner which includes a person of either opposite or same sex who cohabits with another person as that person's partner on a bona fide domestic basis.

"Public Sector" has the same meaning as that defined in the *Public Sector Management Act 1994*.

"Shift worker" means an employee who is not a "day employee" as defined.

"Union" shall mean the Health Services Union ["HSU"] of Western Australia (Union of Workers).

"WA Health" also means 'employer' as defined.

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

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

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

- (1) This Agreement shall extend to and bind the employees, employers and the organisation of employees (Union) bound by the WA Health – HSU Award 2006.
- (2) Shall operate throughout the State of Western Australia.
- (3) The employers party to and bound by this Agreement are :
  - (a) The Minister for Health in his incorporated capacity under s.7 of the Hospitals and Health Services Act 1927 (WA) as:
    - (i) the Hospitals formerly comprised in the Metropolitan Health Service Board,
    - (ii) the Peel Health Services Board,
    - (iii) the South West Health Board,
    - (iv) the WA Country Health Service.
  - (b) The Director General of Health is the delegate of the Minister for Health in his incorporated capacity under s.7 of the Hospitals and Health Services Act 1927 (WA). In this capacity the Director General acts as the "employer" for the purposes of this Agreement.
- (4) The Union party to and bound by this Agreement is the Health Services Union of Western Australia (Union of Workers).
- (5) The estimated number of employees bound by this Agreement at the time of registration is 10,900.
- (6) This Agreement is comprehensive and applies to the exclusion of the WA Health – HSU Award of 2006.

#### **6. TERM OF AGREEMENT**

- (1) This Agreement shall operate from the date of registration until its expiry on 30 June 2008.
- (2) The parties to this Agreement will commence negotiations for a replacement agreement at least six (6) months prior to the expiry of this Agreement.

**7. NO FURTHER CLAIMS / RIGHTS RESERVED**

- (1) The parties to this Agreement undertake that for the term of this Agreement there will be no salary increases sought or granted other than those provided under the terms of this Agreement. This includes salary adjustments arising out of State Wage Cases. Such increases are to be absorbed in the salaries set out in this Agreement.
- (2) The parties to this Agreement undertake that for the term of this Agreement there will be no further claims on matters contained in this Agreement except where specifically provided for.
- (3) Rights Reserved
  - (a) During the life of this Agreement, rights are reserved to either party to pursue individual or collective reclassification claims, including claims for new classification structures either by agreement or arbitration.
  - (b) In recognition of the need for maximum flexibility within this Agreement, the parties to this Agreement may agree to mutually acceptable terms and conditions to be implemented in substitution of those specified in this Agreement.
  - (c) During the life of this Agreement, rights are reserved to pursue an arbitrated outcome from application P18 of 2003 relating to the adequate acknowledgement of the possession of post-graduate qualifications (as provided for in Order 2005 WAIRC 3346).

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

- (1) It is recognised that enterprise bargaining places considerable obligations upon the parties. To assist in meeting these obligations the employer will:
  - (a) provide appropriate resources having regard to the operational requirements and resource requirements associated with developing the initiatives under this Agreement and with negotiating a new agreement;
  - (b) allow employees who are involved in the various initiatives and the enterprise bargaining processes reasonable paid time to fulfil their responsibilities in this process;
  - (c) any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur in pursuit of a new Agreement.
- (2)
  - (a) Following receipt of a request from the Union to negotiate a new Agreement, in accordance with Clause 6. Term of Agreement, representatives of the employer will meet with representatives of the Union to discuss the request as soon as practicable but in any event within 5 working days of the receipt of the request.
  - (b) These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be

used or needs to be put in place, possible initiatives to be considered and the time frame.

- (3) Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement provided that:
  - (a) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.
  - (b) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.
- (4) No employee will be discriminated against as a result of activities conducted in accordance with this clause.

## **9. AGREEMENTS AND STATUTORY CONTRACTS**

### **(1) Workplace Agreements**

No employee will be offered an Australian Workplace Agreement or Employee Collective Agreement during the life of this Agreement.

### **(2) Statutory Contracts**

- (a) Individual statutory contracts may only be used in a limited number of cases, such as for Chief Executive Officers and a small number of specialised positions.
- (b) The parties accept that should an individual statutory contract be offered employees will be given an informed and free choice between this Agreement and the statutory contract.
- (c) Should a statutory contract be offered, the employer will advise the employee to seek appropriate advice and will recognise the Union as a bargaining agent for the employee.
- (d) The Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.
- (e) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 58. - Dispute Avoidance and Settlement Procedures of this Agreement will be followed.
- (f) In exercising its discretion to offer an individual statutory contract, the employer shall ensure that the decision to offer a statutory contract is made only for legitimate operational reasons. In exercising its discretion to offer a statutory contract, the employer is to liaise with the Union to ensure it is not done primarily to circumvent the option for employees to choose this Agreement.

## PART 2. TYPES OF EMPLOYMENT

### 10. CONTRACT OF SERVICE

#### (1) Modes of Employment

- (a) Subject to the provisions of this clause, the employer may employ employees on arrangements that are most appropriate in the circumstances.

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

- (b) Notwithstanding subclause (1)(a) of this clause, the employer undertakes to employ employees on a permanent basis whenever possible.
- (c) This clause is to be read in conjunction with the Consent Order of the Public Service Arbitrator in PSAC 15 of 2000 as prescribed in the Department of Health Operational Circular 1606/02.

#### (2) Notice Generally

Subject to any provisions of this Agreement to the contrary, permanent and fixed term employees shall be provided with 4 weeks notice of variation of contract, provided that a shorter or longer notice period may be agreed.

#### (3) Probation

- (a) At the discretion of the employer every new employee may be placed on probation for a period of 3 months.
- (b) An employee who is appointed from the Public Sector of Western Australia, and who has at least 3 months of continuous satisfactory service immediately prior to permanent employment, will not be required to serve a period of probation.
- (c) At any time during the probation period the employer may annul the appointment and terminate the service of the employee by the giving of 2 weeks notice.
- (d) At any time during the probation period the employee may resign by giving 2 weeks notice.
- (e) A lesser period of notice of termination or resignation may be agreed in writing between the employer and the employee.
- (f) On the completion of 3 months employment the probation period may be extended for a further and final period of 3 months at the discretion of the employer. The provisions of subclause (3)(c), (d) and (e) of this clause apply during the period of probation.
- (g) Where an employee's probation period has been extended for a further period of 3 months, the employer shall notify the employee in writing of the extension and provide justification for the extension of probation.



- (h) The provisions of subclause (4) and (5) of this clause do not apply until an employee is no longer employed on probation.
- (i) Alternative probation arrangements may be agreed to between the employer and the Union.

Termination (other than probationary employees)

- (4) A permanent or fixed-term employee may terminate the contract of service by 4 week's notice given in writing or the forfeiture of an amount equal to 4 weeks salary provided that, a lesser period of notice may be agreed in writing, between the employer and the employee.
- (5) Subject to the provisions of this clause and to the laws and procedures relating to termination of employment, the employer may terminate the contract of service of any permanent or fixed-term employee by 4 week's notice given in writing, or by the payment of salary in lieu of notice but only if –
  - (a) The employer has followed the disciplinary procedure in accordance with subclause (2) of Clause 58. - Dispute Avoidance and Settlement Procedures of this Agreement; and
  - (b) is satisfied that:
    - (i) the employees performance is substandard;
    - (ii) the employee has committed a breach of discipline;
    - (iii) the employee is convicted of an indictable offence relevant to the employee's occupation; or an offence which involves -
      - (aa) fraud or dishonesty; or
      - (bb) wilful damage to, or destruction of, the property of others; or
      - (cc) which are committed against the persons of others; or
      - (dd) which are punishable on conviction by imprisonment for 2 years or more.
    - (iv) on the basis of medical evidence, the employee does not have the capacity to continue to carry out the duties of their position; and
    - (v) subject to subclause (9) of this clause, the position occupied by an employee is no longer considered necessary and there is no suitable alternative employment available.
- (6) The provisions of this clause do not affect the employer's right to dismiss an employee without notice for a serious breach of discipline. In such a case, the employee's salary shall be paid up to the time of dismissal only.

- (7) For the purposes of this clause, the performance of an employee is substandard if, and only if, the employee does not in the performance of the functions that are required to be performed, attain or sustain a standard that a person may reasonably be expected to attain or sustain in the performance of those functions.
- (8) For the purposes of this clause an employee commits a breach of discipline who:
- (a) disobeys or disregards a lawful order;
  - (b) commits an act of misconduct; or
  - (c) is negligent or careless in the performance of his or her functions.
- (9) (a) Where the employer considers that a position occupied by an employee is no longer necessary, the Union shall be notified in writing to that effect.
- (b) The Union may, within 7 days of the date on which that notification is given, request the employer to review that decision. Where agreement is not reached in discussion between the employer and the Union, the provisions of clauses 53. - Consultation / Introduction of Change and 58. - Dispute Avoidance and Settlement Procedures of this Agreement apply.
- (10) Where the employer seeks to terminate the services of an employee in accordance with subclause (4) and (5) of this clause, the employer shall, upon written request, supply to the employee, a written statement setting out the full details of the incident, circumstance, event or matters on which the employer based the decision. Each statement shall be supplied within 72 hours of receipt of the request.
- (11) Certificate of Service
- On request, the employer shall issue a Certificate of Service containing full information as to the period of service, and nature of duties performed by the employee to the employee on redundancy, retirement, resignation or where contracts of service expire through the effluxion of time.

## **11. WORKING FROM HOME**

- (1) Subject to this clause, the employer may consider the introduction of working from home arrangements. The introduction of working from home arrangements does not provide for the employee's primary place of work to be moved from the employee's headquarters/work base to the employee's home.
- (2) Statutory requirements apply to employees working from home as they do to employees working at the employer's workplace. The employer must ensure understanding and compliance of all affected parties with all statutory responsibilities prior to any arrangements being sanctioned.
- (3) The employer is required to undertake a risk assessment of the work activities carried out by employees to identify and manage hazards. In carrying out any assessment, the employer must look at who and what may be affected by, and the possible effects of the work being done from home.

- (4) The introduction of working from home arrangements is subject to:
- (a) the employees' duties are those they would normally undertake at their headquarters/work base;
  - (b) the nature of employees' work being such that it is suited to working from home arrangements;
  - (c) approval of any arrangement being at the discretion of the employer;
  - (d) the employee agreeing to enter into the working from home arrangements;
  - (e) the introduction of working from home arrangements being in accordance with the provisions of the employer's policy; and
  - (f) the employer's policy and procedures addressing:
    - (i) general obligations of both the employer and employees, including such things as insurance, separation of overheads billed to the homeowner and the employee's ordinary hours of work while working from home;
    - (ii) duty of care responsibilities owed by the employer and employee under the Occupational Safety and Health Act 1984; and
    - (iii) all additional statutory obligations affecting the employer/employee relationship.
- (5) The agreed working from home arrangements may upon the request of either the employer or employee, be reviewed from time to time.

## 12. TRAINEESHIPS AND SUPPORTED EMPLOYMENT

- (1) Should either party request, the parties will develop a traineeships provision to be included in this Agreement. Such provision will be designed to facilitate the provision of accredited training to participants in an accredited traineeship or similar scheme.
- (2) Supported wage employment

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

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

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

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

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

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

(b) **Eligibility:**

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

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

(d) Supported Wage or Individual Skill and Productivity Rates

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

(e) Assessment of Capacity

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

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

(f) Assessment tools and appropriate percentages

The assessment tools and processes, relationship between relative capacity and salary including the supported wage component, and the minimum payment payable, will be established by agreement between the parties, in consultation with the relevant State and Commonwealth authorities and in light of relevant guidelines and regulations.

(g) Review of Assessment

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

(h) Other Terms and Conditions of Employment

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

(i) Workplace Adjustment

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

(j) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (ii) During the trial period, the assessment of capacity shall be undertaken and the proposed rate for a continuing employment relationship shall be determined.
- (iii) Once application for assessment has been made under the Supported Wage System, the minimum amount payable to the employee during the trial period shall be no less than the agreed minimum payable under this subclause.
- (iv) Work trials should include induction or training (as appropriate) to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment, (based on the outcome of assessment under this subclause) shall be entered into.

### 13. PART-TIME EMPLOYMENT

- (1) (a) Notwithstanding anything contained in this Agreement an employee may be regularly employed to work less than 38 hours per week and such hours may be worked in less than 5 days per week.

- (b) The employer may vary the ordinary hours of a part-time employee where the employee consents in writing provided that the employer shall give the part-time employee 48 hours notice of such variation in hours. For periods of less than 48 hours notice, payment for the hours in addition to the ordinary hours shall be paid in accordance with Clause 16. - Overtime, of this Agreement.
- (2) Part-time employees shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.
- (3) Part-time employees shall be entitled to the same leave, penalties and other conditions as prescribed in this Agreement for full-time employees, with payment being in the proportion to which the employee's weekly hours relate to the weekly hours of an employee engaged full-time in that class of work.
- (4) Upon request by the Union, the employer shall advise the Union within 28 days of the offices occupied, the days on which and number of hours worked by those employees employed in a part-time capacity.
- (5) For employees employed part-time in accordance with this clause, "Day Shift" shall include a shift which commences after 12.00 noon and finishes ordinary hours at or before 6.00pm.
- (6) The minimum duration of a shift for a part-time employee shall be 3 hours, except where agreed otherwise in writing between an employee and the employer because of the particular circumstances that apply and provided that at any time the Union may seek a review of any such arrangement.
- (7) Part-Time Flexibility for Relief
- (a) (i) The purpose of this provision is to provide those part-time employees who wish to access it with the opportunity to work additional hours by covering short-term relief requirements of the employer.
- (ii) While relief for vacancies will normally be provided from full time relief staff, where that is not possible, opportunities for relieving vacancies will be offered on an equitable basis to available, suitably qualified part-time staff.
- (iii) Where the numbers of suitably qualified and available part-time staff warrant, they shall form a relief pool for the purposes of this subclause.
- (b) The purpose of the relief pool is to identify a pool of available and appropriately trained employees to provide staffing relief for absences of other employees while reducing the need for employers to resort to the use of casuals to provide adequate relief cover. It is envisaged relief under this subclause will be required for absences occasioned by matter such as:
- (i) brief periods of unplanned absence;
- (ii) personal leave;
- (iii) time off in lieu;

- (iv) annual leave; and
  - (v) long service leave.
- (c) Relief will be provided for absences of both part-time and full-time employees.
- (d) The pool will consist of only those employees who indicate their willingness to participate in the pool and to accept the modified terms and conditions applying to its operation those terms being set out in subclause (7)(e) of this clause.
- (e) (i) Notwithstanding the provision of subclause (1)(b) of this clause, and subject to subclauses (7)(b), (c) and (d) of this clause, where a part-time employee has previously indicated in writing a willingness to work extra hours and or extra shifts, such employee will be paid at the base rate of pay plus applicable shift penalties for work up to 76 hours per fortnight, without receiving prior notice.
- (ii) The indication given by an employee of their willingness to work extra hours may be withdrawn at any time, provided such advice is given in writing.
- (iii) An indication by an employee of their willingness to work additional hours does not oblige the employee to work additional hours if they are offered by the employer. An employee may refuse to work any additional hours offered to them and may not be required to give any reasons for so refusing. Any such refusal is without prejudice to the employee.
- (iv) The employer may not make it a condition of employment that an employee agrees to make themselves available to work additional hours.
- (v) Consistent with the operation of this Agreement there will be no rostered split shifts.

(8) Changing Employment Status

- (a) Subject to the provisions of this subclause, an employee may seek to temporarily or permanently increase their hours, reduce their hours and/or to job-share.
- (b) Such request is subject to the agreement of the employer, taking into consideration both the organisation's needs and capacities and the employee's needs, capacities and reasons for requesting the change in employment status.
- (c) Where the proposed change in hours is temporary and particularly in the case of a temporary reduction of hours in order to meet family, elder care, personal health, or requirements for graduated return to work following recovery from illness or injury, the employer will take all reasonable steps to accommodate the request of the employee in either their current position or temporarily in an alternative position.
- (d) Factors and circumstances to be considered shall include but are not limited to:
- (i) suitability of the work/job role;

- (ii) the availability of suitable work;
  - (iii) whether the request is for a temporary or permanent change;
  - (iv) employee's reasons for requesting the change, e.g., family responsibilities, nearing retirement, returning from maternity leave, returning from injury or illness, changed family circumstances, wellbeing of the employee, financial issues and the like; and
  - (v) employee's skills and suitability for job share e.g. well developed communication skills and organisational skills.
- (e) Operational requirements for example, patient/client needs. Efficient and effective delivery of service should not be unduly compromised

#### **14. CASUAL EMPLOYEES**

- (1) "Casual Employee" shall mean an employee engaged by the hour for a period of less than two consecutive weeks in any period of engagement and is informed of the conditions of employment for casual employees before they are employed.
- (2) A casual employee shall be paid one seventy-sixth of the base fortnightly rate of salary prescribed by this Agreement for the classification in which the casual employee is employed for each hour so employed, with the addition of 20%.
- (3) At the request of the Union the employer shall supply to the Union the following information with respect to casual employees employed during the preceding month:
  - (a) The name of the casual employee or employees so employed.
  - (b) The address of such employee or employees.
  - (c) The classification in which such an employee was engaged and the number of hours so engaged.
  - (d) The rate of salary paid to such employee or employees.
- (4) The employer may terminate the services of a casual employee by the giving of one hours notice.
- (5) The minimum engagement for a casual employee will be three consecutive hours on any shift. Where special circumstances exist the employer and the Union, may agree in writing to a period of less than three hours.
- (6) A casual employee whose employment is terminated during the period prescribed in subclause (5) shall remain entitled to the minimum payment of three hours.

#### **PART 3. HOURS OF WORK**



## 15. HOURS

### Hours – Generally

- (1) (a) Ordinary hours may be worked by an arrangement provided for in this subclause, or by such other flexible work arrangements as are agreed between the employer and the employees concerned provided the arrangement is either:
- (i) consistent with the parameters for ordinary hours prescribed in this clause; or
  - (ii) shall, where the proposed arrangement of hours of work fall outside the parameters set out in this clause, be subject to registration by the Western Australian Industrial Relations Commission and not be implemented until so registered.
- (b) The ordinary full time hours of work shall be an average of 38 per week which will usually consist of 5 working days of 7 hours and 36 minutes.
- (c) For employees other than shift workers the spread of ordinary hours shall be worked between 6.00 am and 6.00 pm Monday to Friday inclusive.
- (d) Standard ordinary hours shall be up to 7 hours 36 minutes per day, and 38 hours per week.
- (e) Subject to subclause (2) of this clause, prescribed hours are to be worked in one continuous period. Accordingly, there will be no split shifts.
- (f) The provisions of this clause do not prevent the employer from reviewing the hours of work in a work area in order to better meet service and operational requirements or from introducing changed hours arrangements as a result of such review.
- (g) Where a definite decision has been made to significantly alter the hours arrangements of employees, whether by initiative of the employer or of employees, the employer shall in accordance with Clause 53. - Consultation/Introduction of Change of this Agreement, discuss this with the employees who may be affected and advise the Union.
- (h) Definitions
- For the purposes of this clause:
- (i) "a month" means a period of 4 consecutive working weeks;
  - (ii) "a 19 day month" means a system of work where the ordinary hours of duty of 152 hours a month are worked over nineteen days of the month, with each ordinary day, subject to any flexi time arrangement, consisting of 8 hours; and
  - (iii) "a 9 day fortnight" means a system of work where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, with

each ordinary day, subject to any flexi time arrangement, consisting of 8 hours and 27 minutes.

(2) Meal breaks

- (a) Meal breaks shall be of not less than 30 minutes nor more than 60 minutes provided that, with the agreement of the employer, flexitime off may be taken in conjunction with a meal break in which case the meal break shall not be more than 3 hours, provided further that an employee may not be directed to take flexitime off in conjunction with a meal break.
- (b) Meal breaks do not count as time worked.
- (c) Subject to subclause (2)(e) of this clause, the lunch break shall be taken between 11.00 am and 2.30 pm.
- (d) Subject to subclauses (2)(c) and (e) of this clause, employees shall not be required to work more than 5 hours continuously without a meal break, provided that employees working an 11 or 12 hour shift arrangement may not be required to work more than 6 hours without a meal break.
- (e)
  - (i) Where an employee is not able to take a meal break of 30 minutes as a result of a direction of the employer, the employee shall be paid one half hour at the relevant overtime rate in lieu of a meal break.
  - (ii) Where an employee is directed to be on-call during their meal break the employee shall be paid one half hour at the base rate of pay. This payment shall be in lieu of the payment prescribed in subclause 2(e) (i) of this clause or any other on-call payment. An employee who is directed to be on call during their meal break may be directed to remain on the employer's premises.
  - (iii) Where agreed between the employer and the Union, a payment as prescribed in either or both subclause (2)(e)(i) and/or (ii) of this clause may be commuted and take the form of an agreed regular, averaged payment, which on balance is not less than what would otherwise be paid under subclause (2)(e)(i) and (ii) of this clause.
  - (iv) The allowances payable under subclause (2)(e)(ii) and (iii) of this clause are in lieu of payment of overtime worked during the meal break

Flexible Work Arrangements

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

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

(4) Implementation of flexible working hours

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

(5) Shifts of up to 12 Hours

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

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

- (g) The Union will be advised of any such proposed working arrangement prior to it being implemented.

Any agreement reached pursuant to this subclause or similar provision of any predecessor Agreement shall continue to operate unless otherwise specified either in the Agreement made pursuant to such provision or in any Agreement or award replacing this Agreement.

(6) Flexitime and Flexible Work Arrangements

- (a) The arrangement may include a mixture of rostered and flexibly taken time off. The terms "flexitime off" and "flexi-leave" may be used interchangeably in this clause.
- (b) Subject to the constraints of the agreed work arrangement and any associated roster, and the constraints of this Agreement in regard to ordinary hours and meal breaks, employees may select their own starting and finishing times with the approval of the line manager.
- (c) The arrangements may include core periods when attendance at work is required.
- (d) Subject to subclause (5) of this clause, a maximum of 10 ordinary hours may be worked in any one day.
- (e) Settlement Period
- (i) The average ordinary hours of duty shall cover a rolling settlement period of 4 weeks.
- (ii) The settlement period shall commence at the beginning of a pay period.
- (iii) Subject to the following, a minimum of 144 hours, less rostered and or flexi-time off, and a maximum of 168 ordinary hours may be worked in any flexi period.
- (f) Credit Hours
- (i) Credit hours, which are hours in excess of the 152 hours per 4 weeks, up to a maximum of 16 may be accrued and carried forward.
- (ii) Credit hours in excess of 16 hours shall be lost, provided that where the employer directs an employee to work additional hours such additional hours will be deemed authorised overtime and paid accordingly.
- (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.
- (iv) Agreement to clear credit hours will not be unreasonably withheld.
- (g) Debit Hours

- (i) Debit hours, which are hours below the 152 hours per 4 weeks, to a maximum of 8 hours may be accrued and carried forward.
  - (ii) Where an employee's debit hours exceed 8 hours, the employer may debit those hours in excess of 8 hours from the employee's pay as if the time was leave without pay; or the employee may be required to work additional hours without overtime penalties in order to reduce the debit to 8 hours.
  - (iii) Whether or not to allow an employee to accrue more than 8 debit hours during a settlement period is entirely at the discretion of the employer.
- (h) A 19 day month or a 9 day fortnight arrangement may be worked either separately or in conjunction with a flexible work arrangement.

(7) Taking of Flexi/Rostered Time Off

- (a) Where the arrangement includes rostered time off, the roster for such days off shall be prepared in consultation with the employees concerned and will show the days and hours of duty and rostered days off for each employee.
- (b) While the rostered day off would usually be taken within each roster cycle, alternative arrangements for the taking of rostered days off may be made.
- (c) When a public holiday falls on an employee's rostered day off the employee shall be granted a day in lieu of the holiday.
- (d) Where time off is to be taken as rostered time off the employer may only direct an employee to be rostered for a single day off at a time provided that at the option of the employee and with the agreement of the employer more or less than a single day may be rostered off.
- (e) Where flexi-time off is to be taken employees may request any reasonable increment of time off provided that the employer may not require an employee to take less than half a day nor more than a day off at any one time.
- (f) Except in the case of flexible starting and finishing times, reasonable notice may be required in regard to the taking of flexi-leave, provided that not more than 2 weeks notice may be required.

(8) Changing Rostered and/or Agreed Time off

- (a) Rostered and/or agreed time off may be changed by agreement at the request of the employee.
- (b) Where a rostered day off has been rostered or agreement has been made between the employee and the employer in regard to the taking of flexi-time off, and for pressing operational reasons the employer can no longer agree to the employee taking such time off, the following shall apply.
  - (i) Where less than 3 days notice is given the employer will pay overtime for the day or for the period of agreed time off, as the case may be, unless

the employee freely proposes that an alternative arrangement for taking the time be agreed and the employer and employee agree as to when that will be.

- (ii) Alternatively, where more than 3 days notice is given, at the option of the employer, either, an alternative arrangement for the taking of the rostered time off will be agreed, or the employer may pay overtime.
- (c) In making a decision to change rosters or withdraw agreement to the taking of flexi-time off, and in addressing a request for such a change, the employer and the employees will give particular consideration to the factors listed in subclause 4(c) of this clause.

(9) Personal leave, public holidays and annual leave

- (a) For the purposes of personal leave, a day shall be credited at the rostered or nominated hours for the day of leave taken.
- (b) An employee who is sick on a rostered day off will not be granted personal leave for that day, and will not be credited with an additional day off in lieu.
- (c) An employee who is sick while on flexi-time off will be re-credited their flexi-time, the day will be treated as a standard day and the employee will be debited a standard days personal leave or part thereof.
- (d) For the purpose of public holidays a day shall be credited at the standard hours, or rostered ordinary hours, whichever is greater and treated as a work day for the purpose of accumulating rostered days off.
- (e) In the case of:
  - (i) a 19 day month, a 4 week annual leave entitlement is equivalent to 152 hours, that is, equivalent to 19 rostered working days of 8 hours, and one rostered day off; and
  - (ii) a 9 day fortnight, a 4 week annual leave entitlement is equivalent to 152 hours, that is, equivalent to 18 rostered working days of 8 hours 27 minutes, and 2 rostered days off.
- (f) In the case of a flexi-time only work arrangement, for the purpose of leave and public holidays, a day shall be credited as 7 hours 36 minutes.

(10) Overtime

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

- (a) in excess of agreed rostered hours; or,
- (b) where there are no set rostered hours, prior to the agreed and nominated normal starting time or after the agreed and nominated normal finishing time; or,

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

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

Employees may be allowed, with the agreement of their manager, the option to accrue the time equivalent to 2 days or 2 flexi days, as the case may be. These 2 flexi-days may be taken in conjunction with a period of annual leave of not less than one week — the week's leave may include a public holiday.

(12) Individual flexible work arrangement

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

- (a) On written advice from the employee, the employer may agree to the employee working ordinary hours without shift allowances at times or on days when such allowances would otherwise apply provided that:
- (i) the minimum, maximum and average number of ordinary hours, the maximum number of days worked in any 4 week cycle, and meal breaks are consistent with the relevant requirements set out under this clause; and
  - (ii) the employer may not make the working of such hours by such arrangement a condition of employment of the employee or of filling the position.
- (b) Where the working of such hours is an actual or implied condition of employment an employee may not agree to work such hours without appropriate allowances and/or penalty rates applying.

(13) Study leave

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

(14) Adjustment of termination pay

If at the termination of an employee the employee has flexi-time or rostered days off in credit, the time in credit will be paid out at the base rate of pay. Alternatively, should the employee have accrued debit hours, the employer may deduct the debit, calculated at the base rate of pay, from the employee's termination pay.

**16. OVERTIME**

- (1) Subject to the provisions of subclauses (3) and (17) of this clause and, except as provided in subclause (2) of this clause, all time worked at the direction of the employer outside an employee's ordinary working hours shall be paid for at the rate of time and a half for the first 3 hours and double time thereafter.
- (2)
  - (a) Subject to the provisions of subclauses (3) and (17) of this clause, all time worked at the direction of the employer outside an employee's ordinary working hours on any day between midnight and 6.00 a.m. or on a Saturday after 12.00 noon or on a Sunday shall be paid for at the rate of double time.
  - (b) Subject to the provisions of subclauses (3) and (17) of this clause, all time worked at the direction of the employer outside an employee's normal hours of work or ordinary hours in the case of a shift worker on a public holiday observed in accordance with Clause 37. - Public Holidays of this Agreement shall be paid at the rate of double time and a half of the base rate of pay.
- (3) Subclauses (1) and (2) of this clause shall not apply in respect of any day on which the time worked, in addition to the ordinary hours, is less than 30 minutes.
- (4) In lieu of payment for overtime an employee, on request, may be allowed time off proportionate to the payment to which the employee is entitled but if the employee so requests in writing, shall be allowed such time off up to a maximum of 5 days in each year of service. Time off shall be taken at a time convenient to the employer.
- (5) Notwithstanding anything contained elsewhere in this clause, an employee, whose salary exceeds that determined from time to time as the maximum payable to an employee at Level 6, shall:
  - (a) Be entitled to the benefit of the provisions of this clause if rostered to work regular overtime or is instructed by the employer to hold themselves on-call in accordance with the provisions of subclause (14) of this clause.
  - (b) In all other cases but subject to the provisions of subclause (3) of this clause, be allowed time off equivalent to the overtime worked. Such time off shall be taken at a time convenient to the employer.
- (6) Payment for overtime shall be computed on the rate applicable to the day on which the overtime is worked which shall include any loading for afternoon or night shift, provided that with the exception of overtime worked on public holidays the maximum rate payable under this Agreement shall not exceed double the base rate of pay.
- (7) For the purpose of assessing overtime each day shall stand alone.
- (8) An employee required to work overtime beyond 2.00 pm or beyond 7.00 pm on any day shall be allowed an unpaid break of at least 30 minutes between 12.00 noon and 2.00 pm or between 5.00 pm and 7.00 pm as the case may be.
- (9)
  - (a) Subject to the provisions of subclause 9 (b) of this clause an employee, other than one accommodated at the hospital, who is recalled to work for any purpose shall be paid a minimum of 3 hours at the applicable overtime rate. The employee shall not be obliged to work for 3 hours if the work for which the employee was recalled is completed in less time, provided that if an employee is called out within 3 hours of starting work on a previous call shall not be entitled to any further payment for the time worked within that period of 3 hours.



- (b) Where an employee, other than one accommodated at the hospital, is recalled to work for any purpose, within 3 hours of commencing normal duty, the employee shall be paid at the applicable overtime rate for that period up until the commencement time of normal duty. The employee shall not be obliged to work for the full period if the work for which the employee was recalled is completed in less time.
- (c) Where an employee is recalled to duty in accordance with subclause (9)(a) or (b) of this clause, then the payment of the applicable overtime rate shall commence as follows:
- (i) in the case of an employee who is on-call, from the time the employee commences work.
  - (ii) in the case of an employee who is not on-call, time spent travelling to and from the place of duty where the employee is actually recalled to perform emergency duty shall be included with actual duty performed for the purpose of overtime payment.

Provided that where an employee is recalled within 3 hours of commencing normal duty, only time spent in travelling to work shall be included with actual duty for the purpose of overtime payment.

- (d) An employee other than one accommodated at the hospital shall, if recalled to work:
- (i) except as provided in subclause (9)(d)(ii) of this clause, be provided free of charge with transport from their home to the hospital and return or, be paid the vehicle allowance provided in Clause 31. - Motor Vehicle Allowance; and
  - (ii) if recalled to work within 3 hours of commencing normal duty and the employee remains at work, shall be provided free of charge with transport from their home to the hospital or, be paid the vehicle allowance provided in Clause 31. - Motor Vehicle Allowance, for the journey from the employees home to their place of work.

(10) Ten Hour Break

- (a) Where an employee performs overtime duty after the time at which normal hours of duty end on one day and before the time at which normal hours of duty are to commence on the next succeeding day which results in the employee not being off duty between these times for a continuous period of not less than 10 hours, the employee shall be entitled to be absent from duty without loss of salary, until from the time the employee ceased to perform overtime duty the employee has been off duty for a continuous period of 10 hours.
- (b) Provided that where an employee is required to return to or continue work without the break provided in subclause (10)(a) of this clause, then the employee shall be paid at double the base rate until released from duty, or until the employee has had 10 consecutive hours off duty without loss of salary for ordinary working time occurring during such absence.

- (c) Where an employee (other than a casual employee or an employee engaged on continuous shift work) is called into work on a Sunday or holiday preceding an ordinary working day, the employee shall, whenever reasonably practicable, be given 10 consecutive hours off duty before the employee's usual starting time on the next day. If this is not practicable then the provision of subclause (10)(b) of this clause shall apply.
- (d) The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another, as if 8 hours were substituted for 10 when overtime is worked for the purpose of changing shift rosters.

(11) Reasonable Overtime

- (a) Subject to subclause (11)(b) of this clause the employer may require any full time or regular part-time employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) whether the additional hours are on a public holiday;
  - (v) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (vi) any other relevant matter.

(12) Meal Money

- (a) An employee required to work overtime before or after the employee's ordinary working hours on any day shall, when such additional duty necessitates taking a meal away from the employees usual place of residence, be supplied by the employer with any meal required or be reimbursed for each meal purchased at the rate of \$8.60 for breakfast, \$10.60 for the midday meal, and \$12.70 for the evening meal; provided that the overtime worked before or after the meal break totals not less than two hours. Such reimbursement shall be in addition to any payment for overtime to which the employee is entitled.
- (b) The rates prescribed in this subclause shall be varied in accordance with any movement in the equivalent allowances in the Public Service Award, 1992.

(13) Excess Travelling Time

An employee eligible for payment of overtime, who is required to travel on official business outside normal working hours and away from usual headquarters shall be granted time off in lieu of such actual time spent in travelling at equivalent or base rates

on weekdays and at time and one half rates on Saturdays, Sundays and Public Holidays, otherwise than during prescribed hours of duty, provided that:

- (a) such travel is undertaken at the direction of the employer;
- (b) such travel shall not include:
  - (i) time spent in travelling by an employee on duty at a temporary headquarters to the employee's home for weekends for the employee's own convenience;
  - (ii) time spent in travelling by plane between the hours of 11.00 pm and 6.00 am;
  - (iii) time spent in travelling by train between the hours of 11.00 pm and 6.00 am;
  - (iv) time spent in travelling by ship when meals and accommodation are provided;
  - (v) time spent in travel resulting from the permanent transfer or promotion of an employee to a new location;
  - (vi) time of travelling in which an employee is required by the employer to drive, outside ordinary hours of duty, the employer's vehicle or to drive the employee's own motor vehicle involving the payment of mileage allowance, but such time shall be deemed to be overtime and paid in accordance with subclause (1) of this clause. Passengers, however, are entitled to the provisions of this subclause;
  - (vii) time spent in travelling to and from the place at which overtime or emergency duty is performed, when that travelling time is already included with actual duty time for the payment of overtime.
- (c) Time off in lieu will not be granted for periods of less than 30 minutes.
- (d) Where such travel is undertaken on a normal working day, time off in lieu is granted only for such time spent in travelling before and/or after the usual hours of duty, which is in excess of the employee's ordinary travelling time.
- (e) Where the urgent need to travel compels an employee to travel during the employee's usual lunch interval such additional travelling time is not to be taken into account in computing the number of hours of travelling time due.
- (f) In the case of an employee absent from usual headquarters, not involving an overnight stay, the time spent by the employee, outside the prescribed hours of duty, in waiting between the time of arrival at place of duty and the time of commencing duty, and between the time of ceasing duty and the time of departure by the first available transport shall be deemed to be excess travelling time.
- (g) In the case of an employee absent from usual headquarters that does involve an overnight stay, the time spent by the employee, outside the prescribed hours

of duty, in waiting between the time of ceasing duty on the last day and the time of departure by the first available transport shall be deemed to be excess travelling time.

(14) On-call

- (a) For the purposes of this Agreement an employee is on-call when directed by the employer to remain at such a place as will enable the employer to readily contact the employee during the hours when the employee is not otherwise on duty. In so determining the place at which the employee shall remain, the employer may require that place to be within a specified radius from the hospital/health service and be contactable by telephone, or by employer provided mobile phone, telepage or similar communications device.
- (b) An employee shall be paid an hourly allowance equal to 18.75% of 1/38<sup>th</sup> of the weekly base rate of pay for a Health Professional, Level 4/6.1. Payment in accordance with this subclause shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this clause when the employee is recalled to work.
- (c) Where the employer determines that there is a need for an employee to be on call or to provide a consultative service and the means of contact is to be by telephone or telepage, the employer shall where the telephone is not already installed pay the cost of such installation.
- (d)
  - (i) Where the employee pays or contributes towards the payment of the rental of such telephone the employer shall pay the employee an amount being a proportion of the telephone rental calculated on the basis that for each seven days on which an employee is required to be on call, the employer shall pay the employee 1/52<sup>nd</sup> of the annual rental paid by the employee.
  - (ii) Provided that where as a usual feature of the work an employee is regularly required to be on call or to provide a consultative service the employer shall pay the full amount of the telephone rental.
- (e) Where the employer determines that the means of contact is to be by a telepage, mobile phone or similar device the employer shall supply such device to the employee at no cost to the employee.
- (f) Where the employer determines otherwise or it is not possible to contact an employee by telephone or telepage, the employer may send a taxi to the employee's residence or such other place with instructions for the employee to return to work.

(15) Information and Communication Technology

Notwithstanding subclause (9) of this clause, the following shall apply where an Information and Communication Technology (ICT) Officer rostered on call, is required to perform work whilst on call and performs that work from their place of residence or other location of the employees choice other than their normal place of employment. For the purposes of this clause, the WA Health site is considered a normal place of employment, except for WA Health on site accommodation occupied by the employee, which shall be considered a place of residence.

- (a) In addition to being paid the on call allowance, the ICT Officer shall be paid a minimum of one hour at the applicable overtime rate per period of on-call where the employee is directed to perform work.
- (b) Where the ICT Officer is contacted on more than one occasion during a single on call shift, and the work performed as a result of these calls takes one hour or less in total, one hour will be paid for that shift.
- (c) Where the ICT Officer is required to perform work during a single on call shift for a total of more than one hour, the ICT Officer shall be paid for the actual time worked at the applicable overtime rate.
- (d) Where the employer agrees, an employee may elect to accrue overtime entitlements gained under this subclause as time off in lieu, to be taken in conjunction with a period of approved leave.
- (e) The essential tools and facilities required to enable the employee to perform the work remotely in accordance with this subclause shall be provided by the employer.

In all other cases the provisions of subclause (9) of this clause apply to on call worked by an ICT employee.

(16) Campus Facilities Manager

For the purposes of this subclause "Campus Facilities Manager" includes equivalent positions responsible for the management of the physical resources of health campuses and may include positions with such titles as Manager Infrastructure, Procurement and Communications, Infrastructure and Engineering Manager, Manager Engineering and Maintenance, Manager Physical Resources and Facilities Manager.

- (17) A Campus Facilities Manager or Maintenance Officer working singly in a hospital may be required by the hospital to hold themselves available for duty outside normal working hours in accordance with the following provisions -
- (a) No restriction shall be placed on a Campus Facilities Manager's or Maintenance Officer's movements but they shall be required to advise the hospital of their whereabouts while they remain in the metropolitan area or in the country town in which they are employed.
  - (b) Before the Campus Facilities Manager or Maintenance Officer leaves the metropolitan area or the country town in which they are employed, at any time outside normal working hours, shall advise the hospital of the following:
    - (i) the present condition of the engineering services in the hospital;
    - (ii) the name of any hospital employee or private tradesman who may be contacted in the event of an emergency;
    - (iii) where they will be located during the absence and how they may be contacted if necessary, to provide advice and consultation; and
    - (iv) the approximate duration of the proposed absence.

- (c) In lieu of payment of any allowance for being required to hold themselves available for duty outside normal working hours, each Campus Facilities Manager or Maintenance Officer working singly in a hospital shall be entitled to an additional 2 weeks leave per annum with pay and an allowance equivalent to 7% of the level 4 point 4 salary.
- (18) (a) A Campus Facilities Manager employed at Royal Perth Hospital, Sir Charles Gairdner Hospital, Princess Margaret Hospital, Fremantle Hospital or King Edward Memorial Hospital rostered for on-call duty shall be available at all times for duty outside ordinary working hours.
  - (b) In lieu of payment of the prescribed allowance and any overtime worked each Campus Facilities Manager shall be entitled to an additional 2 weeks leave per annum with pay and an allowance equivalent to 4% of the Level 5 point 3 salary.

(19) Medical Imaging Technologists

A Medical Imaging Technologist employed at a hospital employing no more than 2 Medical Imaging Technologists may be required by the employer to hold themselves available for duty outside of normal working hours in accordance with the following provisions:-

- (a) No restriction shall be placed on the Medical Imaging Technologist's movements but they shall be required to advise the hospital of their whereabouts whilst they remain in the metropolitan area or in the country town in which they are employed.
- (b) Before a Medical Imaging Technologist leaves the metropolitan area or the country town in which they are employed, they shall advise the hospital of where they may be located during the absence, how they may be contacted if necessary and the approximate duration of their proposed absence.
- (c) Subject to subclause (19)(d) of this clause the Medical Imaging Technologist shall be available to provide an emergency service only and shall only be called into work by a Doctor who is giving treatment and who, in the course of that treatment, determines that x-rays are required urgently to ensure the proper care and management of the patient.
- (d) Where, because of the nature of the emergency treatment being given, it is not possible for the Doctor to personally contact the Medical Imaging Technologist, another person may contact the Medical Imaging Technologist and request the Medical Imaging Technologist's attendance on the Doctor's behalf.
- (e) A Medical Imaging Technologist called into work in accordance with subclause (19)(c) and (d) of this clause shall attend at the required location to perform the service as soon as practicable following receipt of the call.
- (f) A Medical Imaging Technologist who is required by the employer to hold themselves available for duty outside of normal working hours in accordance with this subclause shall be entitled to an allowance equivalent to 11.5% of the minimum weekly salary rate prescribed from time to time for a Medical Imaging Technologist.

- (g) A Medical Imaging Technologist who is required by the employer to hold themselves available for duty outside of normal working hours and who is recalled to work shall be paid overtime at the applicable overtime rate in accordance with this clause.
- (h) A Medical Imaging Technologist who is required by the employer to hold themselves available for duty outside of normal working hours in accordance with this subclause may also be placed 'on call' by the employer in accordance with the 'on call' provisions contained in subclause (14) of this clause. Payment for any such 'on call' duties shall be at the rate prescribed in subclause (14)(a)(ii) of this clause, and shall be in addition to the availability allowance prescribed in subclause (19)(f) of this clause.
- (i) Notwithstanding the foregoing provisions of this Agreement where the employer and the Union agree, in writing, emergency availability services may be provided in those hospitals where more than two Medical Imaging Technologists are employed.

(20) 8 hour minimum break for employees on call

- (a) Where an employee who is on call, in accordance with subclause (14)(a) of this clause, performs overtime duty, they shall be provided with a continuous break of not less than 8 hours immediately prior to the commencement of normal hours of duty on their next succeeding working day. In the event that such break is not provided, the employee shall be entitled to be absent from duty without loss of salary, until from the time the employee ceased to perform overtime duty the employee has been off duty for a continuous period of 8 hours;
- (b) provided that where an employee who is on call is required to return to or continue work without the break provided in subclause (20)(a) of this clause, then the employee shall be paid at double the base rate, or the applicable overtime rate, which ever is higher, until released from duty, or until the employee has had 8 consecutive hours off duty without loss of salary for ordinary working time occurring during such absence;
- (c) where an employee who is on call (other than a casual employee) is called into work on a Sunday or holiday preceding an ordinary working day, the employee shall, whenever reasonably practicable, be given 8 consecutive hours off duty before the employee's usual starting time on the next day. If this is not practicable then the provision of subclause (20)(b) of this clause shall apply;
- (d) provided subclause (20)(a), (b) and (c) of this clause shall not apply where an employee is recalled to work within 3 hours of the usual commencement time of their normal duty and they have had a continuous break of at least 8 hours immediately prior to the commencement of that call back duty. In this event the provisions of subclause (9)(b) of this clause shall apply.
- (e) Notwithstanding the provisions of subclause 20(a) and (b) of this clause, where the employer and the Union agree in writing, other arrangements may be made to ensure an adequate break for employees on call. Such arrangement shall not be to the detriment of the health, safety and welfare of the employee(s) concerned and shall take into account the welfare and safety of patients requiring urgent attention.

(21) Variation of Overtime and On Call Arrangements

Notwithstanding the foregoing provisions of this clause, where the employer and the Union agree, in writing, other arrangements may be made for compensation in lieu of payment of overtime, on call and/or availability, provided further that notwithstanding any other provision of this Agreement during the life of this Agreement rights are reserved to either party to seek to update, and/or vary the provisions applying to availability for the employees described in subclause (17), (18) and (19) of this clause, or for any new class of employees or to update and/or vary the operation of on call provisions either by agreement, arbitration and/or award amendment, and, where appropriate, agree to amend this Agreement to reflect any agreed or arbitrated outcomes.

## 17. SHIFTWORK

- (1) For the purposes of this clause:
  - (a) "Day Shift" shall mean a shift which commences after 6.00 am and finishes at or before 6.00 pm.
  - (b) "Afternoon shift" shall mean a shift which commences at or after 12.00 midday and before 6.00 pm and finishes after 6.00pm. Where a shift commences after 12.00 midday and finishes at or before 6.00pm the provisions of subclause 2(a) of this clause do not apply.
  - (c) "Night shift" shall mean a shift which commences at or after 6.00 pm and at or before 6.00 am.
- (2)
  - (a) The loading on the base rate of pay for an employee who works an afternoon shift shall be 12.5%, provided that as a result of this clause coming into operation, no employee shall receive a lesser shift allowance than they would have prior to this clause coming into operation.
  - (b) The loading on the base rate of pay for an employee who works a night shift shall be 20%.
- (3)
  - (a) Shift work performed during ordinary hours from midnight Friday night to Midnight Saturday night shall be paid at the rate of time plus 50%.
  - (b) Shift work performed during ordinary hours from midnight Saturday night until Midnight Sunday night shall be paid at the rate of time plus 75%.
  - (c) An employee who commences work before Midnight Sunday and continues to work after Midnight Sunday shall continue to receive the 75% loading on ordinary hours worked up to 7.00am on the following Monday.
  - (d) Shift work performed on public holidays shall be paid in accordance with subclause (4) of Clause 37. - Public Holidays.
- (4) The rates prescribed in subclause (3) of this clause shall be in substitution for and not cumulative on the rates prescribed in subclause (2) of this clause.
- (5) Work performed by an employee in excess of the ordinary hours of their shift, or on a rostered day off shall be paid for in accordance with Clause 16. - Overtime.



- (6) An employee shall not be rostered for duty until at least ten (10) hours have elapsed from the time the employee's previous rostered shift ended. Provided that where agreement is reached between the Union and the employer the ten (10) hour break may be reduced to accommodate special shift arrangements, except that under no circumstances shall such an agreement provide for a break of less than 8 hours.
- (7) Subject to the provision of a 10 hour minimum break between shifts, employees shall be allowed to exchange shifts or days off with another employee provided that the approval of the employer has been obtained in writing prior to the commencement of any such arrangement and that any excess hours worked as a result of exchanging shifts by the employees involved shall not involve the payment of overtime or incur the employer any additional expense.
- (8) Casual employees required to work a shift as prescribed in subclauses (2) (a) and (b) and (3) (a), (b) and (c) of this clause shall be paid at the base rate plus casual loading for the time worked plus the applicable shift loading calculated on the base rate for an equivalently classified permanent employee for the ordinary hours worked on that day.

#### **PART 4. RATES OF PAY**

##### **18. SALARIES AND PAYMENT**

- (1) The minimum rates of salaries to be paid to employees covered by this Agreement shall be those set out in Schedules 2 and 3 of this Agreement. Nothing contained in this Agreement shall preclude the payment by way of an allowance an amount in addition to that prescribed for the classification of a position, and/or as determined by the classification system.
- (2) An employee, who is 21 years of age or older on appointment to a position classified within the Level 1/2 range, shall normally commence on the Level 1/2.1 salary point, provided that they may be appointed to a higher increment point based on years of adult service, experience, and/or skill.
- (3) Level 1/2 Classifications  

The classifications of all positions classified at Level 1/2 and level 2 may be reviewed when they fall vacant or when there is a material change to the duties of the position. The employer shall not change the classification of a positions classified at Level 2 to Level 1/2 without prior consultation with the Union.
- (4) Minimum salaries for Health Professionals
  - (a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the Union and the employers, and who are employed in the callings of Audiologist, Bio Engineer, Chemist, Dietician, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, Certified Clinical Perfusionist, Orthoptist, or any other professional calling as

agreed between the Union and employers, shall be entitled to the Annual Salaries set out in Schedule 3 of this Agreement.

- (b) On appointment or promotion to Level 4/6 under this subclause:
- (i) Employees, who have completed an approved three-year academic tertiary qualification, relevant to their calling, shall commence at the first year increment;
  - (ii) Employees, who have completed an approved four-year academic tertiary qualification, relevant to their calling, shall commence at the second year increment;
  - (iii) Employees, who enter a calling having completed an approved Graduate Masters Degree qualifying them for entry to that calling, shall commence on the equivalent increment to the Bachelor degree relevant to their calling;
  - (iv) Employees, who have completed an approved Masters Degree or an approved PhD Degree relevant to their calling, shall commence on the third year increment;

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

- (c) The employer and Union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this subclause and shall maintain a manual setting out such qualifications.
- (d) The employer in allocating levels pursuant to this subclause may determine a commencing salary above Level 4/6 for a particular calling/s.
- (e) The Classification Level Descriptors for each level in Schedule 3 Salaries – Health Professionals shall be as agreed from time to time between the employer and the Union, and shall be published by the employer in an Operational Circular.

(5) Engineers

Employees employed in the calling of Engineer and who are classified Level 4/6 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 4/6 where the employee is an “experienced engineer” as defined.

For the purposes of this subclause “experienced engineer” means:

- (a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of The Institution of Engineers, Australia, or who attains that status during service.
- (b) An engineer appointed to perform professional duties who is not a corporate member of the Institution of Engineers, Australia but who possesses a degree or

diploma from a University, College, or Institution acceptable to the employer on the recommendation of the Institution of Engineers, Australia, and who:

- (i) having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four years experience on professional engineering duties acceptable to the employer since becoming a qualified engineer; or
- (ii) not having a University degree but possessing a diploma recognised by the employer, has had five year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.

(6) Clinical Psychologists

- (a) An employee appointed as a Clinical Psychologist Registrar (Grade 1) shall commence at Level 4/6.5 and shall progress to Level 4/6.6 in the second year.
- (b) An employee appointed as a Clinical Psychologist Registrar (Grade 2) shall commence at Level 7.3 and shall progress by annual increments to Level 9.2.
- (c) Progression from Clinical Psychologist Registrar (Grade 1) to Clinical Psychologist (Grade 2) shall occur with effect from the date registration as a "Clinical Psychologist" is conferred by the Psychologists' Board of Western Australia and the relevant positions may be advertised at Grade 1 or Grade 2 when vacant.
- (d) "Clinical Psychologist (Grade 2)" shall mean a Clinical Psychologist who:
  - (i) is registered with the Psychologists' Board of Western Australia;
  - (ii) has thorough knowledge of the methods, principles and practices of the profession;
  - (iii) works under general to limited direction; and
  - (iv) has an ability to practice psychology with a high degree of initiative and experience.
- (e) The classification and grading structure for Clinical Psychologists above Grade 2 shall be as agreed from time to time between the employer and the Union, and shall be published by the employer in an Operational Circular.

(7) Medical Terminology Allowance

- (a) For the purposes of this subclause, 'Medical Typist' and 'Medical Secretary' shall mean those employees classified on a classification equivalent to equivalent to Level 1/2, 2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and or doctors notes of case history summaries, reports or similar material involving a broad range of medical terminology.
- (b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of an amount equivalent to 5.15% of Level 2 increment 3 per annum, which shall be converted to an hourly rate to enable payment:

- (i) On a fortnightly basis.
  - (ii) On a proportionate basis for a part-time employee.
- (c) Notwithstanding any other provision of this subclause, where an employee, classified equivalent to level 1/2, 2, or 3, (other than an employee for whom training or instruction is a formal requirement of their job) has been instructed to provide short-term training or instruction in medical terminology, the employee shall be paid the medical terminology allowance on an hourly basis for the hours so worked.
- (8) Payment of salaries
- (a) Salaries shall be paid fortnightly but, where the usual pay day falls on a holiday prescribed in Clause 37. - Public Holidays, of this Agreement, payment shall be made on the previous day.
  - (b) A fortnight's salary shall be computed by dividing the annual salary rate by 313 and multiplying the result by 12.
  - (c) (c) The hourly rate shall be calculated as 1/76th of the fortnight's salary.
  - (d) Salaries shall be paid by direct funds transfer to the credit of an account nominated by the employee at such bank, building society or credit union approved by the employer. Provided that where such form of payment is impractical or where some exceptional circumstances exists and by agreement between the employer and the union, payment by cheque may be made.
  - (e) Annual increments shall be subject to the employee's satisfactory performance over the preceding twelve months, which shall be assessed according to an agreed system of performance appraisal.
  - (f) Notwithstanding subclause (2) of Clause 14. - Casual Employees, a casual employee shall be paid 1/76th of the base fortnightly rate of salary prescribed by this Agreement for the classification in which the casual employee is employed for each hour so employed with the addition of 20%.
- (9) Pro rata Payment of Allowances
- (a) Wherever in this Agreement an allowance is expressed as an annual rate, pro rata payment only shall be allowed if an employee does not qualify for a complete year.
  - (b) For the purpose of ascertaining a fortnightly or daily rate of an annual allowance the formula prescribed in subclause (8) of Clause 18. – Salaries and Payment shall apply.

**19. OVERPAYMENTS**

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

**(2) One-off Overpayments**

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

**(3) Cumulative Overpayments**

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

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) The employer is required to notify the employee of its intention to recoup an overpayment and to consult with the employee as to the appropriate recovery rate.

**20. UNDERPAYMENTS**

(1) Where an employee is underpaid in any manner, the employer will act expeditiously to rectify the error as soon as practicable.

(2) Notwithstanding subclause (1) of this clause, an error shall be rectified no later than in the pay immediately following the date on which the employer discovers, or is advised, that the error occurred.

(3) Notwithstanding the provisions of subclause (2) of this clause, an employee shall be paid any underpayment immediately by way of a special payment where the underpayment of salary has been demonstrated to have caused serious financial hardship.

**21. SALARY PACKAGING**

(1) For the purposes of this Agreement "salary packaging" shall mean an arrangement whereby the wage or salary benefit arising under a contract of employment are reduced, with another or other benefits to the value of the replaced salary being substituted and due to the employee, accordingly:

(a) the value of any agreed salary package, viewed objectively, shall not be less than the value of entitlements under this Agreement which would otherwise apply; and

- (b) the value of any agreed salary package, viewed objectively, shall not be greater than the value of the contractual benefits which would otherwise be due to the employee.
- (2) At the request of an employee, the employer and the employee may agree to enter into a salary packaging arrangement, provided that the employer shall not unreasonably withhold agreement to salary packaging.
  - (3) The employer shall not require an employee to enter into a salary packaging arrangement, provided that this clause will not impinge on any additional employer provided benefits.
  - (4) The salary packaging arrangement entered into shall be by separate written agreement with the employer which sets out the terms and conditions of the arrangement provided that:
    - (a) subject to subclause (6) the terms of such agreement shall comply with the terms of this clause;
    - (b) the agreement shall include details of the employee's classification and salary level applying immediately prior to the salary packaging, coming into effect, and the details of the package; and
    - (c) the employee shall be provided with a copy of the agreement.
  - (5) Such agreement shall be formulated on the basis that, on balance, there shall be no material disadvantage of the employee concerned, and shall be cost neutral in relation to the total employment cost to the employer.
  - (6) The salary packaging arrangement must comply with relevant taxation laws and the employer shall take reasonable steps to ensure that it does comply, however, the employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.
  - (7) An employee may elect to cancel any salary packaging arrangement by giving a minimum of four weeks notice.
  - (8) The employer may elect to cancel any salary packaging arrangement by giving minimum of four weeks notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.
  - (9) Notwithstanding subclauses (6) and (7) of this clause the employer and the employee may agree to forgo the notice period.
  - (10) The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.
  - (11) Any dispute arising from the operations of this clause including a dispute involving:
    - (a) refusal by the employer to discuss after having received a request for salary packaging; and/or

- (b) a claim by an employee or the Union party to this Agreement that the employer is unreasonably refusing to enter into a salary packaging arrangement with its employee/s;

will be dealt with in accordance with Clause 58. – Dispute Avoidance and Settlement Procedure.

## **PART 5. ALLOWANCES**

### **22. HIGHER DUTIES**

- (1) An employee shall be paid a higher duties allowance upon having worked 5 consecutive working days or more in any position classified higher than their substantive position.
- (2) Notwithstanding subclause (1) of this clause, by agreement a higher duties allowance may be paid for single days where day-by-day relief is identified as a regular feature or requirement of a particular position
- (3) An employee who performs the full duties and accepts the full responsibilities of the higher position shall be paid an allowance equal to the difference between their own salary and the salary they would receive if they were permanently appointed to the position in which the employee is so directed to act.
- (4) An employee who does not perform the full duties and/or does not accept the full responsibilities of the higher position shall be paid such proportion of the allowance specified in subclause (3) of this clause as the duties and responsibilities bear to the full duties and responsibilities of the higher position.
- (5) Where the cumulative period of acting in a position or positions of a higher level exceeds 12 months in any 18 month period, the employee's allowance will include the relevant service increments for the position in which the employee is acting.
- (6) Where an employee has been in receipt of the allowance for a continuous period of 12 months or more proceeds on a period of:
  - (a) annual leave; or
  - (b) of any other approved leave of absence of not more than 4 weeks, the employee shall be entitled to be paid the higher duties rate when taking the leave, provided:
    - (i) the employee continues to be employed at the higher rate after the period of annual leave or other approved leave, or
    - (ii) the employee takes the annual leave accrued during the period of receipt of the allowance within 12 months of the entitlement being accrued.

This subclause shall also apply to an employee who has been in receipt of the allowance for less than 12 months, if during the employee's absence no other employee acts in the position in which the employee was acting immediately prior to proceeding on leave, and the employee resumes acting in the position upon return from leave.

- (7) Each period of acting on higher duties, whether paid or not, will be recorded in the employee's personal records and be recognised as experience.
- (8) Where an employee is promoted to a higher classified position than the employee's substantive classification, any period of relevant acting service at that level or a higher level immediately preceding the date of promotion or period/s of relevant acting service at that level or a higher level within the preceding 18 month period of the date of promotion shall count as qualifying service towards annual increments of the position to which the employee has been promoted.

### **23. TRAVELLING ALLOWANCE**

- (1) An employee who travels on official business shall be reimbursed reasonable expenses in accordance with the provisions of this clause.
- (2) When a trip necessitates an overnight stay away from an employee's headquarters and the employee -

is supplied with accommodation and meals free of charge,  
or  
attends a course, conference, etc., where the fee paid includes accommodation and meals,  
or  
travels by rail and is provided with a sleeping berth and meals,  
or  
is accommodated at a Government institution, hostel or similar establishment and supplied with meals,

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

- (3) When a trip necessitates an overnight stay away from an employee's headquarters and the employee is fully responsible for their own accommodation, meals and incidental expenses:-
  - (a) Where hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A of Schedule 4, Items 4 to 8 Travelling, Transfers and Relieving Duty – Rates of Allowance.
  - (b) Where other than hotel or motel accommodation is utilised reimbursement shall be in accordance with the rates prescribed in Column A of Schedule 4, Items 9, 10 or 11 Travelling, Transfers and Relieving Duty – Rates of Allowance.
- (4) To calculate reimbursement under subclause (2) and (3) of this clause for a part of a day, the following formulae shall apply
  - (a) If departure from headquarters is:
    - Before 8.00 a.m. - 100% of the daily rate.
    - 8.00 a.m. or later but prior to 1.00 p.m. - 90% of the daily rate.
    - 1.00 p.m. or later but prior to 6.00 p.m. - 75% of the daily rate
    - 6.00 p.m. or later - 50% of the daily rate.



- (b) If arrival back at headquarters is:
  - 8.00 a.m. or later but prior to 1.00 p.m. - 10% of the daily rate.
  - 1.00 p.m. or later but prior to 6.00 p.m. - 25% of the daily rate.
  - 6.00 p.m. or later but prior to 11.00 p.m. - 50% of the daily rate.
  - 11.00 p.m. or later - 100% of the daily rate.

- (5) When an employee travels to a place outside a radius of fifty kilometres measured from their headquarters, and the trip does not involve an overnight stay away from their headquarters, reimbursement for all meals claimed shall be at the rate set out in Column A of Schedule 4, Items 12 or 13 Travelling, Transfers and Relieving Duty – Rates of Allowance, subject to the employee's certification that each meal claimed was actually purchased.

Provided that when an employee departs from their headquarters before 8.00 a.m. and does not arrive back at their headquarters until after 11.00 p.m. on the same day the employee shall be paid at the appropriate rate prescribed in Column A of Schedule 4, Items 4 to 8 Travelling, Transfers and Relieving Duty – Rates of Allowance.

- (6) When it can be shown to the satisfaction of the employer by the production of receipts that reimbursement in accordance with Schedule 4 - Travelling, Transfers and Relieving Duty – Rates of Allowance does not cover an employee's reasonable expenses for a whole trip the employee shall be reimbursed the excess expenditure.
- (7) In addition to the rates contained in Schedule 4 - Travelling, Transfers and Relieving Duty – Rates of Allowance an employee shall be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.
- (8) If on account of lack of suitable transport facilities an employee necessarily engages reasonable accommodation for the night prior to commencing travelling on early morning transport the employee shall be reimbursed the actual cost of such accommodation.
- (9) Reimbursement of expenses shall not be suspended should an employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with the provisions of this Agreement, and the employee continues to incur accommodation, meal and incidental expenses.
- (10) Reimbursement claims for travelling in excess of fourteen days in one month shall not be passed for payment by a certifying officer until the employer has endorsed the account.
- (11) An employee who is relieving at or temporarily transferred to any place within a radius of fifty kilometres measured from their headquarters shall not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires their absence from their headquarters over the usual midday meal period shall be paid the rate prescribed by Item 17 in Schedule 4 - Travelling, Transfers and Relieving Duty – Rates of Allowance for each meal necessarily purchased provided that:
  - (a) such travelling is not a normal feature in the performance of the employee's duties; and
  - (b) such travelling is not within the suburb in which the employee resides; and

- (c) the employee's total reimbursement under this subclause for any one pay period shall not exceed the amount prescribed by Item 18 in Schedule 4 - Travelling, Transfers and Relieving Duty – Rates of Allowance.
- (12) At the option of the employer, which option shall be notified in writing to the employee before it is exercised and before the employee has made the travel arrangements for which the allowance is to be claimed, subclause (13) shall replace the provisions of subclauses (1) to (11) of this clause.
- (13) Subject to subclause (14) of this clause, an employee who is required to travel on official business outside of the metropolitan area will be reimbursed for reasonable accommodation, meals and incidental expenses based on actual reasonable costs incurred as demonstrated by the production of receipts, provided that reasonable payment will be made for incidental expenses for which receipts are not available and that the maximum amount payable will not be greater than the amounts allowed for incidental expenses and/or meal allowances, as the case may be, in the relevant area plus the amounts in Column A of Schedule 4, Items 1 to 8 Travelling, Transfers and Relieving Duty – Rates of Allowance.
- (14) The provisions of this clause do not apply to an employee who is relieving or who has been temporarily transferred to a position for a period exceeding 5 working days.

#### **24. WEEKEND ABSENCE FROM RESIDENCE**

- (1) (a) An employee who is temporarily absent from their normal headquarters on relieving duty or travelling on official business outside a radius of three hundred and twenty (320) kilometres measured from the employee's normal headquarters and is necessarily absent from their residence and separated from dependants, shall be granted an additional day's leave for every group of three (3) consecutive weekends so absent, provided that each weekend shall be counted as a member of only one group. Provided that:
  - (i) the relief duty or travelling on official business is within Australia and the employee is not directed to work on the weekend by the employer;
  - (ii) an additional day's leave shall not be allowed if the employer has approved the employee's dependants accompanying the employee during the period of relief or travelling;
  - (iii) additional leave under this subclause shall be commenced within one (1) month of the period of relief duty or travelling being completed unless the employer approves otherwise;
  - (iv) the annual leave loading provided by Clause 35. - Annual Leave shall not apply to any leave entitlements under this clause.
- (b) Employees who are temporarily absent from their normal headquarters on relieving duty or travelling on official business outside a radius of three hundred

and twenty (320) and up to four hundred (400) kilometres measured from the normal headquarters, may elect to have the benefit of concessions provided by subclause (1)(c) of this clause in lieu of those provided by subclause (1)(a) of this clause. Kalgoorlie, Albany and Geraldton shall be regarded as being within a radius of four hundred (400) kilometres for the purpose of this subclause in the case of an employee resident in the Metropolitan Area.

- (c) Employees who are temporarily absent from their normal headquarters on relieving duty or travelling on official business within a radius of three hundred and twenty (320) kilometres measured from the employee's headquarters, and such relief duty or travel would normally necessitate the employee being absent from their residence for a weekend, shall be allowed to return to such residence for the weekend. Provided that:
- (i) an employee who is directed to work on a weekend by the employer shall not be entitled to the concessions;
  - (ii) all travelling to and from the employee's residence shall be undertaken outside of the hours of duty prescribed by Clause 15. – Hours.
  - (iii) an employee who has obtained the approval of the employer for dependants to accompany the employee during the period of relief or travelling shall not be entitled to the concessions provided by this subclause;
  - (iv) when an employee is authorised by the employer to use their own motor vehicle to travel to the locality where the relief duty is being performed or when travelling on official business the employee shall be reimbursed on the basis of one half ( $\frac{1}{2}$ ) of the appropriate rate prescribed by subclause (3) of Clause 31. - Motor Vehicle Allowance of this Agreement for the journey to the employee's residence for the weekend and the return to the place of relief duty: Provided that the maximum amount of reimbursement shall not exceed the cost of the rail or bus fare by public conveyance which otherwise would be utilised for such journey and payment shall be made only to the owner of such vehicle;
- (d) When an employee has been authorised by the employer to use a government motor vehicle in connection with the relief duty or travelling on official business, the employee shall be allowed to use that vehicle for the purpose of returning to their residence for the weekend;
- (e) An employee who does not use his or her own vehicle or a government motor vehicle as provided by subclause (1)(c) and (d) of this clause, shall be reimbursed the cost of the fare by public conveyance by road or rail for the journey to and from the employee's residence for the weekend;
- (f) An employee who does not make use of the provision of this subclause shall be paid travelling allowance or relieving allowance as the case may require in accordance with the provisions of Clause 23. - Travelling Allowance or Clause 29. - Relieving or Special Duty.
- (2) Employees who return to their residence for the weekend in accordance with the provisions of this subclause shall not be entitled to the reimbursement of any expenses

allowed by Clause 23. - Travelling Allowance or Clause 29. - Relieving or Special Duty during the period from the time when the employee returns to their residence to the time of departing from such residence to travel to resume duty at the place away from the residence.

## 25. TRANSFER ALLOWANCE

- (1) The provisions of this clause do not apply to an employee who is relieving or who has been temporarily transferred to a position for a period exceeding 5 working days.
- (2)
  - (a) This clause shall not apply to employees of the Metropolitan Health Services employed at Metropolitan locations.
  - (b) The provisions of this clause shall apply to an employee who transfers from a position in one locality to another position in a new locality provided that the:
    - (i) classification of the new position is higher than the classification of their former position; or
    - (ii) classification of the new position is the same or lower than the classification of their former position and the employee is changing their employment on account of illness over which the employee has no control or, if the employer initiates the transfer and/or considers the transfer of the employee to be in the interests of the employer; and
    - (iii) employee commences employment in the new employment with either the same employer or a new employer bound by this Agreement within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by the employer from whom the employee transferred or resigned, or, if no such payment has been made, within one working week of the day on which their resignation or transfer became effective.
- (3) Subject to subclauses (2) and (5) of this clause an employee who is transferred to a new locality, shall be paid at the rates prescribed in Column A, Item 4, 5 or 6 of Schedule 4. - Travelling, Transfers and Relieving Duty – Rates of Allowance for a period of 14 days after arrival at new headquarters within Western Australia or Column A, Items 7 and 8 of Schedule 4. - Travelling, Transfers and Relieving Duty – Rates of Allowance for a period of 21 days after arrival at a new headquarters in another State of Australia: Provided that if an employee is required to travel on official business during the said periods, such period will be extended by the time spent in travelling. Under no circumstances, however, shall the provisions of this subclause operate concurrently with those of Clause 23 - Travelling Allowance to permit an employee to be paid allowances in respect of both travelling and transfer expenses for the same period.
- (4) Prior to the payment of an allowance specified in subclause (3) of this clause, the employer shall:
  - (a) Require the employee to certify that permanent accommodation has not been arranged or is not available from the date of transfer. In the event that permanent accommodation is to be immediately available, no allowance is payable; and

- (b) Require the employee to advise the employer that should permanent accommodation be arranged or become available within the prescribed allowance periods, the employee shall refund the pro rata amount of the allowance for that period the occupancy in permanent accommodation takes place prior to the completion of the prescribed allowance periods.

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

- (5) If an employee is unable to obtain reasonable accommodation for the transfer of their home within the prescribed period referred to in subclause (3) of this clause and the employer is satisfied that the employee has taken all possible steps to secure reasonable accommodation, such employee shall, after the expiration of the prescribed period to be paid in accordance with the rates prescribed by Column B, Items 4, 5, 6, 7 or 8 of Schedule 4. - Travelling, Transfers and Relieving Duty – Rates of Allowance as the case may require, until such time as the employee has secured reasonable accommodation: Provided that the period of reimbursement under this subclause shall not exceed 77 days without the approval of the employer.
- (6) When it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by an employee on transfer, an appropriate rate of reimbursement shall be determined by the employer
- (7) An employee who is transferred to employer accommodation shall not be entitled to reimbursement under this clause. Provided that:
- (a) Where entry into employer accommodation is delayed through circumstances beyond the employee's control an employee may, subject to the production of receipts, be reimbursed actual reasonable accommodation and meal expenses for the employee and dependants less a deduction for normal living expenses prescribed in Column A, Items 15 and 16 of Schedule 4. - Travelling, Transfers and Relieving Duty – Rates of Allowance .
- and provided that –
- (b) If any costs are incurred under subclause (9) this clause they shall be reimbursed by the employer.
- (8) Where an employee is transferred and incurs expenses in the areas referred to in subclause (9) of this clause as a result of that transfer then the employee shall be granted a disturbance allowance and shall be reimbursed by the employer the actual expenditure incurred upon production of receipts or such other evidence as may be required.
- (9) The disturbance allowance shall include:
- (a) Costs incurred for telephone installation at the employee's new residence provided that the cost of telephone installation shall be reimbursed only where a telephone was installed at the employee's former residence including employer accommodation.

- (b) Costs incurred with the connection or reconnection of services to the employee's household including employer accommodation for water, gas or electricity.
- (c) costs incurred with the redirection of mail to the employee's new residence for a period of no more than three months.

## 26. TRAVELLING TIME

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

## 27. REMOVAL ALLOWANCE

- (1)
  - (a) This clause shall not apply to employees of the Metropolitan Health Services employed at Metropolitan locations.
  - (b) The provisions of this clause shall apply to an employee who transfers from a position in one locality to another position in a new locality provided that the:
    - (i) classification of the new position is higher than the classification of their former position; or
    - (ii) classification of the new position is the same or lower than the classification of their former position and the employee is changing their employment on account of illness over which the employee has no control or, if the employer initiates the transfer and/or considers the transfer of the employee to be in the interests of the employer; and
    - (iii) employee commences employment in the new employment with either the same employer or a new employer bound by this Agreement within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by the employer from whom the employee transferred or resigned, or, if no such payment has been made, within one working week of the day on which their resignation or transfer became effective.
- (2) When an employee is transferred, the employee shall be reimbursed:
  - (a) The actual reasonable cost of conveyance of the employee and dependants.
  - (b) The actual cost (including insurance) of the conveyance of an employee's household furniture effects and appliances up to a maximum volume of 45 cubic

metres, provided that a larger volume may be approved by the employer in special cases.

- (c) An allowance of \$525.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport their furniture, effects and appliances provided that the employer is satisfied that the value of household furniture, effects and appliances moved by the employee is at least \$3,143.00.
- (d) Reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of \$167.00.

Pets are defined as dogs, cats, birds or other domestic animals kept by the employee or the employee's dependants for the purpose of household enjoyment.

Pets do not include domesticated livestock, native animals or equine animals.

- (3) An employee who is transferred solely at their own request or on account of misconduct must bear the whole cost of removal unless otherwise determined by the employer prior to removal.
- (4) An employee shall be reimbursed the full freight charges necessarily incurred in respect of the removal of the employee's motor vehicle. If authorised by the employer to travel to a new locality in the employee's own motor vehicle, reimbursement shall be as follows:
  - (a) Where the employee will be required to maintain a motor vehicle for use on official business at the new headquarters, reimbursement for the distance necessarily travelled shall be on the basis of the appropriate rate prescribed by subclause (2) of Clause 31. - Motor Vehicle Allowance.
  - (a) Where the employee will not be required to maintain a motor vehicle for use on official business at the new headquarters reimbursement for the distance necessarily travelled shall be on the basis of one half ( $\frac{1}{2}$ ) of the appropriate rate prescribed by subclause (3) of Clause 31. - Motor Vehicle Allowance.
  - (b) Where an employee and/or dependants have more than one vehicle, and all the vehicles are to be relocated to the new residence, the cost of transporting or driving up to two vehicles shall be deemed to be part of the removal costs.
  - (c) Where only one vehicle is to be relocated to the new residence, the employee may choose to transport a trailer, boat or caravan in lieu of the second vehicle. The employee may be required to show evidence of ownership of the trailer, boat or caravan to be transported.
  - (d) If the employee tows the caravan, trailer or boat to the new residence, the additional rate per kilometre is to be three cents per kilometre for a caravan or boat and two cents per kilometre for a trailer.
- (5) The employee shall, before removal is undertaken obtain quotes from at least two carriers which shall be submitted to the employer, who may authorize the acceptance of the more suitable: Provided that payment for a volume amount beyond 45 cubic metres by a department is not to occur without the prior written approval of the employer.

- (6) The employer may, in lieu of conveyance, authorize payment to compensate for any loss in any case where an employee, with prior approval of the employer, disposes of their household furniture effects and appliances instead of removing them to the new headquarters: Provided that such payments shall not exceed the sum which would have been paid if the employee's household furniture effects and appliances had been removed by the cheapest method of transport available and the volume was 45 cubic metres.
- (7) Where an employee is transferred to government owned or private rental accommodation, where furniture is provided, and as a consequence the employee is obliged to store furniture, the employee shall be reimbursed the actual cost of such storage up to a maximum allowance of \$975.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage for the value of the furniture stored. An allowance under this subclause shall not be paid for a period in excess of four years without the approval of the employer.
- (8) Receipts must be produced for all sums claimed.
- (9) New employees shall be entitled to receive the benefits of this clause if they are required by the employer to participate in any training course prior to being posted to their respective positions within WA Health. This entitlement shall only be available to employees who have completed their training and who incur costs when moving to their first posting.
- (a) The employee shall be reimbursed by the new employer:
- (i) the actual reasonable cost of conveyance for the employee and dependants.
  - (ii) the actual cost (including insurance) of the conveyance of an employee's household furniture, effects and appliances up to a maximum volume of 45 cubic metres, provided that a larger volume may be approved by the employer in special cases.
  - (iii) an allowance of \$525.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport furniture, effects and appliances. Provided that the employer is satisfied that the value of household furniture, effects and appliances moved by the employee is at least \$3,143.00.
  - (iv) reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of \$167.00.
- Pets are defined as dogs, cats, birds or other domestic animals kept by the employee or the employee's dependents for the purpose of household enjoyment.
- Pets do not include domesticated livestock, native animals nor equine animals.
- (10) The employer may agree to provide removal assistance greater than specified in this



Agreement and if in that event that the employee to whom the benefit is granted elects to leave the position, on a permanent basis, within twelve months, the employer may require the employee to repay the additional removal assistance on a pro rata basis. Repayment can be deducted from any monies due to the employee.

- (11) For the purposes of this subclause, "elects to leave the position," means the employee freely chooses to leave the position in the ordinary course of promotion, transfer or resignation and this necessitates the employer obtaining a replacement employee.
- (12) The allowances prescribed in this clause shall be varied in accordance with any movement in the equivalent allowances in the Public Service Award 1992.

## **28. PROPERTY ALLOWANCE**

- (1)
  - (a) This clause shall not apply to employees of the Metropolitan Health Services employed at Metropolitan locations.
  - (b) The provisions of this clause shall apply to an employee who transfers from a position in one locality to another position in a new locality provided that the:
    - (i) classification of the new position is higher than the classification of their former position; or
    - (ii) the classification of the new position is the same or lower than the classification of their former position and the employee is changing their employment on account of illness over which the employee has no control or, if the employer initiates the transfer and/or considers the transfer of the employee to be in the interests of the employer; and
    - (iii) the employee commences employment in the new employment with either the same employer or a new employer bound by this Agreement within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by the employer from whom the employee transferred or resigned, or, if no such payment has been made, within one working week of the day on which their resignation or transfer became effective.
- (2) For the purposes of this clause the following expressions shall have the following meanings:
  - (a) "Agent" means a person carrying on business as an estate agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.
  - (b) "Expenses" in relation to an employee means all costs incurred by the employee in the following areas:
    - (i) legal fees in accordance with the Solicitor's Remuneration Order, 1976 as amended and varied, duly paid to a solicitor or in lieu thereof fees charged by a settlement agent for professional costs incurred in respect of the sale

or purchase, the maximum fee to be claimed shall be as set out under item 8 of the above order;

- (ii) disbursements duly paid to a solicitor or a settlement agent necessarily incurred in respect of the sale or purchase of the residence;
  - (iii) Real Estate Agent's Commission in accordance with that fixed by the Real Estate and Business Agents Supervisory Board, acting under *Section 61* of the *Real Estate and Business Agents Act 1978*, duly paid to an agent for services rendered in the course of and incidental to the sale of the property, the maximum fee to be claimed shall be fifty percent (50%) as set out under Items 1 or 2 - Sales by Private Treaty or Items 1 or 2 - Sales by Auction of the Maximum Remuneration Notice;
  - (iv) stamp duty;
  - (v) fees paid to the Registrar of Titles or to the employee performing duties of a like nature and for the same purpose in another State or Territory of the Commonwealth;
  - (vi) expenses relating to the execution or discharge of a first mortgage;
  - (vii) the amount of expenses reasonably incurred by the employee in advertising the residence for sale.
- (c) "Property" shall mean a residence as defined in this clause including a block of land purchased for the purpose of erecting a residence thereon to the extent that it represents a normal urban block of land for the particular locality.
- (d) "Residence" includes any accommodation of a kind commonly known as a flat or a home unit that is, or is intended to be, a separate tenement including dwelling house, and the surrounding land, exclusive of any other commercial property, as would represent a normal urban block of land for the particular locality.
- (e) "Settlement Agent" means a person carrying on business as settlement agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under the law.
- (3) When an employee is transferred from one locality to another, the employee shall be entitled to be paid a property allowance for reimbursement of expenses incurred by the employee -
- (a) In the sale of residence in the employee's former locality, which, at the date on which the employee received notice of transfer to a new locality: -
    - (i) the employee owned and occupied; or
    - (ii) the employee was purchasing under a contract of sale providing for vacant possession; or

- (iii) the employee was constructing for the employee's own permanent occupation, on completion of construction; and
  - (b) In the purchase of a residence or land for the purpose of erecting a residence thereon for the employee's own permanent occupation in the new locality.
- (4) An employee shall be reimbursed such following expenses as are incurred in relation to the sale of a residence:
  - (a) If the employee engaged an agent to sell the residence on the employee's behalf - 50 percent of the amount of the commission paid to the agent in respect of the sale of the residence;
  - (b) If a solicitor was engaged to act for the employee in connection with the sale of the residence - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor in respect of the sale of the residence;
  - (c) If the land on which the residence is created was subject to a first mortgage and that mortgage was discharged on the sale, then an employee shall, if, in a case where a solicitor acted for the mortgagee in respect of the discharge of the mortgage and the employee is required to pay the amount of professional costs and disbursements necessarily incurred by the mortgagee in respect of the discharge of the mortgage - the amount so paid by the employee;
  - (d) If the employee did not engage an agent to sell the residence on his or her behalf - the amount of the expenses reasonably incurred by the employee in advertising the residence for sale.
- (5) An employee shall be reimbursed such following expenses as are incurred in relation to the purchase of a residence:
  - (a) If a solicitor or settlement agent was engaged to act for the employee in connection with the purchase of the residence - the amount of the professional costs and disbursements necessarily incurred are paid to the solicitor or settlement agent in respect of the purchase of the residence;
  - (b) If the employee mortgaged the land on which the residence was erected in conjunction with the purchase of the residence, then an employee shall, if, in a case where a solicitor acted for the mortgagee and the employee is required to pay and has paid the amount of the professional costs and disbursements (including valuation fees but not a procuracy fee payable in connection with the mortgage) necessarily incurred by the mortgagee in respect of the mortgage - the amount so paid by the employee;
  - (c) If the employee did not engage a solicitor or settlement agent to act for the employee in connection with the purchase or such a mortgage - the amount of the expenses reasonably incurred by the employee in connection with the purchase or the mortgage, as the case may be, other than a procuracy fee paid by the employee in connection with the mortgage.

- (6) An employee is not entitled to be paid a property allowance under subclause (5) of this clause unless the employee is entitled to be paid a property allowance under subclause (4) of this clause, provided that the employer may approve the payment of a property allowance under subclause (5) of this clause to an employee who is not entitled to be paid a property allowance under subclause (4) of this clause if the employer is satisfied that it was necessary for the employee to purchase a residence or land for the purpose of erecting a residence thereon in the employee's new locality because of the employee's transfer from the former locality.
- (7) For the purpose of this Agreement it is immaterial that the ownership, sale or purchase is carried out on behalf of an employee who owns solely, jointly or in common with:
- (a) the employee's partner, or
  - (b) a dependant relative, or
  - (c) the employee's partner and a dependant relative.
- (8) Where an employee sells or purchases a residence jointly or in common with another person - not being a person referred to in subclause (7) of this clause the employee shall be paid only the proportion of the expenses for which the employee is responsible.
- (9) An application by an employee for a property allowance shall be accompanied by evidence of the payment by the employee of the expenses, being evidence that is satisfactory to the employer.
- (10) Notwithstanding the foregoing provisions, an employee is not entitled to the payment of a property allowance:
- (a) in respect of a sale or purchase prescribed in subclause (4) and (5) of this clause which is effected:
    - (i) more than twelve months after the date on which the employee took up duty in the new locality; or
    - (ii) after the date on which the employee received notification of being transferred back to the former locality;

Provided that the employer may, in exceptional circumstances, grant an extension of time for such period as is deemed reasonable.
  - (b) Where the employee is transferred from one locality to another solely at the employee's own request or on account of misconduct.
- (11) Where there is a dispute or disagreement concerning:
- (a) the necessity to purchase a residence or land;
  - (b) the amount of the disbursements necessarily incurred and duly paid by the employee;
  - (c) the amount of expenses reasonably incurred by an employee when;

- (i) an agent was not engaged to sell the dwelling/house on their behalf; or;
- (ii) a solicitor or settlement agent was not engaged to act on their behalf in connection with the purchase or a mortgage;

it shall be deemed to be a dispute or disagreement and shall be resolved in accordance with Clause 58. Dispute Avoidance and Settlement Procedures.

## **29. RELIEVING OR SPECIAL DUTY**

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

(2) Where the employee:

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

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

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

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

Provided that the period of reimbursement under this subclause shall not exceed forty-nine days without the approval of the employer.

(4) Where the employee is fully responsible for their own accommodation, meal and incidental expenses and other than hotel or motel accommodation is utilised, reimbursement shall be in accordance with the rates prescribed in Column A, Items 9, 10 or 11 of Schedule 4 - Travelling, Transfers and Relieving Duty – Rates of Allowances.

(5) Reimbursement of expenses shall not be suspended should an employee become ill whilst on relief duty, provided leave for the period of such illness is approved in accordance with Clause 38. – Personal Leave and the employee continues to incur accommodation, meal and incidental expenses.

- (6) When an employee who is required to relieve or perform special duties in accordance with subclause (1) of this clause is authorised by the employer to travel to the new locality in their own motor vehicle the employee shall be reimbursed for the return journey as follows:
- (a) where the employee will be required to maintain a motor vehicle for the performance of the relieving or special duties, reimbursement shall be in accordance with the appropriate rate prescribed by Clause 31. - Motor Vehicle Allowance; or
  - (b) where the employee will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement shall be on the basis of one-half of the appropriate rate prescribed by Clause 31. - Motor Vehicle Allowance: Provided that the maximum amount of reimbursement shall not exceed the cost of the fare by public conveyance which otherwise would be utilised for such return duty.
- (7) The rate applicable to an employee with dependants (as defined) under subclause (3)(b) of this clause shall be paid to a single employee if the employer is satisfied that the employee has to maintain a home and support dependants therein, in a locality other than that to which the employee has been sent. A declaration to this effect must be furnished by a single employee claiming the higher rate.
- (8) Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, an appropriate rate of reimbursement shall be determined by the employer.
- In the event of a dispute, the matter may be resolved in accordance with Clause 58. - Dispute Avoidance and Settlement Procedures.
- (9) The provisions of Clause 23. - Travelling Allowance shall not operate concurrently with the provisions of this clause to permit an employee to be paid allowances in respect of both travelling and relieving expenses for the same period. Provided that where an employee is required to travel on official business which involves an overnight stay away from their temporary headquarters the employer may extend the periods specified in subclause (3) of this clause by the time spent in travelling.
- (10) An employee who is directed to relieve another employee or to perform special duty away from their usual headquarters and is not required to reside temporarily away from their usual place of residence shall, if the employee is not in receipt of a higher duties allowance or special allowance for such work, be reimbursed the amount of additional fares paid by the employee in travelling by public transport to and from their place of temporary duty.

### **30. DISTRICT ALLOWANCE**

The terms of the District Allowance (Government Officers) General Agreement 2005 ["the DAGA"] or its replacement shall apply in lieu of the provisions of this clause to the extent of any inconsistency.

- (1) For the purposes of this clause the following terms shall have the following meanings:
- (a) "Dependant" in relation to an employee means:
- (i) a partner; or
  - (ii) where there is no partner, a child or any other relative resident within the State who rely on the employee for their main support;
    - (i) who does not receive a district or location allowance of any kind.
    - (ii)
- (b) "Partial dependant" in relation to an employee (for the purpose of district allowance) means:
- (i) a partner; or
  - (ii) where there is no partner, a child or any other relative resident within the State who rely on the employee for their main support;
    - (iii) who receives a district or location allowance of any kind less than that applicable to an employee without dependants under any award, agreement or other provision regulating the employment of the partial dependant.

(2) Boundaries

For the purpose of Schedule 5 - District Allowance, the boundaries of the various districts shall be as described hereunder and as delineated on the map in Schedule 5 - District Allowance Map.

District:

- (1) The area within a line commencing on the coast; thence east along lat 28 to a point north of Tallering Peak, thence due south to Tallering Peak; thence southeast to Mt Gibson and Burracoppin; thence to a point southeast at the junction of lat 32 and long 119; thence south along long 119 to coast.
- (2) That area within a line commencing on the south coast at long 119 then east along the coast to long 123; then north along long 123 to a point on lat 30; thence west along lat 30 to the boundary of No 1 District.
- (3) The area within a line commencing on the coast at lat 26; thence along lat 26 to long 123; thence south along long 123 to the boundary of No 2 District.
- (4) The area within a line commencing on the coast at lat 24; thence east to the South Australian border; thence south to the coast; thence along the

coast to long 123 thence north to the intersection of lat 26; thence west along lat 26 to the coast.

- (5) That area of the State situated between the lat 24 and a line running east from Carnot Bay to the Northern Territory Border.
  - (6) That area of the State north of a line running east from Carnot Bay to the Northern Territory Border.
- (3)
- (a) An employee shall be paid a district allowance at the standard rate in accordance with Schedule 5 – District Allowance of this Agreement, for the district in which the employee's headquarters is located. Provided that where the employee's headquarters is situated in a town or place specified in Column III of Schedule 5 – District Allowance of this Agreement, the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of the said schedule.
  - (b) An employee who has a dependant shall be paid double the district allowance prescribed by subclause (3)(a) of this clause for the district, town, or place in which the employee's headquarters is located.
  - (c) Where an employee has a partial dependant the total district allowance payable to the employee shall be the district allowance prescribed by subclause (3)(a) of this clause plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full time capacity under the award, agreement or other provision regulating the employment of the partial dependant.
  - (d) When an employee is on approved annual leave, the employee shall for the period of such leave, be paid the district allowance to which they would ordinarily be entitled.
  - (e) When an employee is on long service leave or other approved leave with pay (other than annual leave), the employee shall only be paid district allowance for the period of such leave if the employee, dependant/s or partial dependant/s remain in the district in which the employee's headquarters is situated.
  - (f) When an employee leaves their district on duty, payment of any district allowance to which the employee would ordinarily be entitled shall cease after the expiration of two weeks unless the employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the employer.
  - (g) Except as provided in subclause 3 (f) of this clause, a district allowance shall be paid to any employee ordinarily entitled thereto in addition to reimbursement of any travelling, transfer or relieving expenses.
  - (h) Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in Schedule 5 - District Allowance of this Agreement, is required to travel or temporarily reside for any period in excess of one month in any district or districts in respect of which such allowance is so payable, then notwithstanding the employee's entitlement to any such allowance provided by, Clause 23. -Travelling Allowance and Clause 29. - Relieving or



Special Duty the employee shall be paid for the whole of such a period a district allowance at the appropriate rate prescribed by subclause (3)(a), (b) or (c) of this clause, for the district in which the employee spends the greater period of time.

- (i) When an employee is provided with free board and lodging by the employer or a public authority the allowance shall be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.

(4) Part-time Employees

An employee who is employed on a part-time basis shall be paid a proportion of the appropriate district allowance payable in accordance with the following formula:

$$\frac{\text{(iv) Hours worked per fortnight}}{\text{(vii) 76}} \times \text{(v)} \times \frac{\text{(vi) Appropriate District Allowance}}{\text{(viii) 1}}$$

(5) Casual Employees

District Allowance is payable to casual employees on an hourly rate basis in accordance with the following formula:

$$\frac{\text{Appropriate Annual District Allowance Rate}}{1} \times \frac{12}{313} \times \frac{1}{76}$$

(6) Adjustment of Rates

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

**31. MOTOR VEHICLE ALLOWANCE**

(1) Allowance for Employees Required to Supply and Maintain a Vehicle as a Term of Employment

- (a) An employee who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment and who is not in receipt of an allowance provided by subclause (5) of this clause shall be reimbursed monthly in accordance with the appropriate rates set out in Schedule 6 – Motor Vehicle Allowance for journeys travelled on official business and approved by the employer or an authorised employee.
- (b) An employee who is reimbursed under the provisions of subclause (1)(a) of this clause will also be subject to the following conditions:
  - (i) for the purposes of subclause (1)(a) of this clause an employee shall be reimbursed with the appropriate rates set out in Schedule 6 – Motor Vehicle Allowance for the distance travelled from the employee's residence to the place of duty and for the return distance travelled from place of duty to

residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day;

- (ii) where an employee, in the course of a journey, travels through two (2) or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Schedule 6 – Motor Vehicle Allowance;
- (iii) where an employee does not travel in excess of 4,000 kilometres in a year an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual distance travelled and 4,000 kilometres shall be paid to the employee provided that where the employee has less than twelve (12) months' qualifying service in the year then the 4,000 kilometre distance will be reduced on a pro-rata basis and the allowance calculated accordingly;
- (iv) where a part-time employee is eligible for the payment of an allowance under subclause (1)(b)(iii) of this clause such allowance shall be calculated on the proportion of total hours worked in that year by the employee to the annual standard hours had the employee been employed on a full-time basis for the year;
- (v) an employee who is required to supply and maintain a motor vehicle for use on official business is excused from this obligation in the event of the employee's vehicle being stolen, consumed by fire, or suffering a major and unforeseen mechanical breakdown or accident, in which case all entitlement to reimbursement ceases while the employee is unable to provide the motor vehicle or a replacement;
- (vi) it shall be open to the employer or its representative to elect to waive the requirement that an employee supply and maintain a motor vehicle for use on official business, but three (3) months' written notice of the intention so to do shall be given to the employee concerned.

(2) Allowance for Employees Relieving Employees

- (a) Subject to Subclause (1), an employee not required to supply and maintain a motor vehicle as a term of employment who is required to relieve an employee required to supply and maintain a motor vehicle as a term of employment shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Schedule 6 – Motor Vehicle Allowance for all journeys travelled on official business and approved by the employer or an authorised employee where the employee is required to use his/her vehicle on official business whilst carrying out the relief duties.
- (b) For the purposes of subclause (2)(a) an employee shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Schedule 6 – Motor Vehicle Allowance for the distance travelled from the employee's residence to place of duty and the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.

- (c) Where an employee, in the course of a journey travels through two (2) or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Schedule 6 – Motor Vehicle Allowance.
- (d) For the purposes of this subclause the allowance provided in subclause (1)(b)(iii) and (iv) of this clause shall not apply.

(3) Allowance for Other Employees Using Vehicle on Official Business

- (a) An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by the employer or an authorised employee voluntarily consents to use the vehicle and who is not in receipt of an allowance provided by subclause (5) shall, for journeys travelled on official business approved by the employer or an authorised employee be reimbursed all expenses incurred in accordance with the appropriate rates set out in subclauses (2) and (3) of Schedule 6 – Motor Vehicle Allowance.
- (b) For the purpose of subclause (3)(a) of this clause an employee shall not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and headquarters and the return distance from headquarters to residence.
- (c) Where an employee in the course of a journey travels through two (2) or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in subclause (2) of Schedule 6 – Motor Vehicle Allowance.

(4) Allowance for Towing Employer's Caravan or Trailer

In the cases where employees are required to tow the employer's caravan on official business, the additional rate shall be 6.5 cents per kilometre. When the employer's trailer is towed on official business the additional rate shall be 3.5 cents per kilometre.

(5) Commuted Allowance

The employer may authorise a commuted amount for reimbursement of costs for motor vehicles or any other conveyance belonging to an employee.

(6) Increase of Inadequate Rates:

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

(7) In this clause the following expressions shall have the following meanings:

- (a) "A year" means twelve months commencing on the first day of July and ending on the thirtieth day of June next following;
- (b) "South West Land Division" means the South West Land Division as defined by section 28 of the *Land Act, 1933-1971*, excluding the area contained within the Metropolitan Area;

- (c) "Rest of the State" means that area south of 23.5 degrees south latitude, excluding the Metropolitan Area and the South West Land Division;
  - (d) "Term of Employment" means a requirement made known to the employee at the time of applying for the position by way of publication in the advertisement for the position, written advice to the employee contained in the offer for the position or oral communication at interview by an interviewing employee and such requirement is accepted by the employee either in writing or orally.
- (8) The allowances in this clause shall be varied in accordance with any movement in the equivalent allowances in the Public Service Award 1992.

### **32. CHILD ALLOWANCE**

- (1) An employee whose permanent headquarters are located north of 26° South latitude, including Shark Bay, shall be paid an allowance at the rate of \$100.00 per annum in respect of each one of their children of school age who is resident in the North: Provided that the total reimbursement per family unit under this clause shall not exceed \$400.00 per annum.
- (2) An allowance under this clause shall continue to be paid to an employee when the employee is absent from their headquarters on long service leave, annual leave or other leave as approved by the employer.

### **33. PROTECTIVE CLOTHING AND UNIFORMS**

- (1)
  - (a) The employer may supply and require to be worn such protective clothing as is considered necessary.
  - (b) The employer may supply uniforms and require them to be worn at all times when considered necessary by the employer.
  - (c) Protective clothing or uniforms supplied under subclause (1)(a) or (b) of this clause shall be laundered free of charge and remain the property of the employer.
- (2) When the employer requires a uniform to be worn, such uniform shall be supplied in accordance with subclause (1)(b) of this clause or an allowance shall be paid to each staff member required to wear a uniform. The amount of such allowance shall be agreed upon between the employer and the Union, or, failing agreement, shall be resolved in accordance with Clause 58. Dispute Avoidance and Settlement Procedures.

### **34. SPECIAL ALLOWANCES**

- (1) Dirty Work

A special allowance, to be determined by the employer, shall be paid to an employee when engaged in any dirty work (including moving or sorting old books and documents) which is not part of the regular duty of the employee concerned: Provided that a dispute or disagreement as to the amount of such allowance shall be resolved in accordance with Clause 58. Dispute Avoidance and Settlement Procedures.

(2) Mortuary Staff Allowance

This allowance is compensation to employees employed as Mortuary staff in PathWest Laboratory Medicine WA for the following matters:

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

Effective 1 July 2006 these employees shall be granted an allowance of \$1,696 per annum.

Effective 1 July 2007 this allowance shall be \$1,764.

This allowance shall be indexed in accordance with salary increases.

## **PART 6. LEAVE**

### **35. ANNUAL LEAVE**

- (1) Except as hereinafter provided a period of 4 consecutive weeks leave shall be allowed to an employee by the employer after each period of 12 months continuous service with the employer.

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

#### Taking of Leave

- (2) Subject to the provisions of this clause, annual leave may be taken in hours, days or weeks by mutual agreement provided that:
- (a) subject to the provisions of this Agreement no employee may be required to take a period of less than 4 consecutive weeks of leave;
  - (b) an employee is expected to take annual leave in the year immediately following the anniversary date upon which the leave became due;
  - (c) the scheduling of annual leave should be as a result of consultation between the employer and the employee; and
  - (d) if the employee refuses to enter into discussions in relation to the taking of annual leave the employer may roster the employee off for a period of annual leave.

- (e) The employer is not to refuse the employee taking, at any time suitable to the employee, any period of annual leave the entitlement to which accrued more than twelve months earlier. The employee is to give the employer at least two weeks' notice of the period during which the employee intends to take his or her leave unless a lesser period is agreed between the employee and the employer.
- (3) (a) An employee, who has accumulated in excess of 2 years annual leave entitlement and who has been advised accordingly by the employer, may be required to take sufficient leave prior to the next entitlement becoming due to ensure that their entitlement does not exceed 2 years' entitlement.
- (b) When determining whether a part-time employee has accrued in excess of 2 years annual leave entitlement, each year's accumulated leave shall be calculated on the basis of average ordinary weekly hours worked over that year of service.
- (4) An employee who fails to take the leave as specified in subclause (3) of this clause may have any entitlements in excess of 2 years' paid out at the current rate of pay, provided that the employee shall be required to take at least 2 weeks leave in any anniversary year of employment.
- (5) At the request of an employee and with the written agreement of the employer, an employee may be allowed to accumulate in excess of 2 years annual leave entitlement upon demonstrating an extraordinary or special reason to the employer.
- (6) Any employee who has accrued an excessive amount of leave (i.e. in excess of 2 years entitlement) may be required to clear any excessive accrued leave by taking double their entitlement of accrued leave in any one year until such time as their entitlement is less than 2 years entitlement.
- (7) Where the employer and employee agree, an employee who has an entitlement in excess of 2 years entitlement may be paid out their annual leave at their current rate of pay, rather than proceeding on annual leave, provided that the employee has proceeded on 2 weeks leave in that anniversary year of employment.
- (8) By mutual agreement, an employee may be allowed to take the annual leave prescribed by this clause before the completion of 12 months continuous service as prescribed by subclause (1) of this clause.

#### Payment and Recording of Leave

- (9) The employee shall be paid for any period of annual leave prescribed by this clause at the base rate of salary, and in the case of shift workers that rate of salary shall include the shift and weekend penalties the employee would have received had the employee not proceeded on annual leave. Where it is not possible to calculate the shift and weekend penalties the shift worker would have received, the employee shall be paid at the rate of the average of such payments made each week over the 4 weeks prior to taking leave.
- (10) (a) (i) Annual leave shall accrue pro rata on a weekly basis and may be recorded as weeks, days or hours of leave accrued.

- (ii) If during any qualifying 12 monthly period, an employee leaves their employment or the employee's employment is terminated by the employer through no fault of the employee, the employee shall be paid all pro-rata annual leave accrued during that period.
  - (iii) Subject to this Agreement, annual leave falls due upon the completion of each 12 months of service by the employee.
- (b) If the services of an employee terminates and the employee has taken a period of leave in accordance with subclause (8) of this clause and if the period of leave so taken exceeds that which would become due pursuant to subclause (10)(a) of this clause the employee shall be liable to pay the amount representing the difference between the amount received by the employee for the period of leave taken in accordance with subclause (8) of this clause and the amount which would have accrued in accordance with subclause (10)(a) of this clause. The employer may deduct this amount from moneys due to the employee by reason of the other provisions of this Agreement at the time of termination.

#### Additional Leave

- (11) Shift workers who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave at full pay as follows:
- (a) If 35 ordinary shifts on such days have been worked – 5 days.
  - (b) If less than 35 ordinary shifts on such days have been worked the shift worker shall be entitled to have one additional day's leave for each 7 ordinary shifts so worked, provided that the maximum additional leave shall not exceed 5 working days.
- Provided that employees in employment on 1 January 1978 who because they were regularly rostered for work on Sundays and Public Holidays, were permitted an additional week's annual leave shall continue to be entitled to that additional week notwithstanding that the entitlement arrived at by the application of subclause (11) of this clause is less than one week.
- (12) An employee stationed north of 26° South latitude shall be entitled to an additional one week's paid leave for each completed year of service in that area.
- (13) Annual Leave Loading
- (a) Except as provided in this subclause, in lieu of leave loading an employee shall accrue additional leave as follows:
    - (i) a full-time employee, other than a shift worker, shall accrue an additional 3.5 days leave per annum; and
    - (ii) part-time employees shall be entitled to this leave on a proportionate basis.
  - (b) For the purpose of this subclause, one day shall equal 7.6 hours.

- (c) The additional leave shall be treated as annual leave provided that no loading is payable on this leave.
- (d) (i) Notwithstanding subclause (13)(a) of this clause, an employee may elect in writing prior to taking leave to be paid leave loading on the period of leave in which case the leave accrued will be reduced accordingly.
- (ii) Where an employee, other than a shift worker elects to be paid leave loading they shall be paid a loading of 17.5 per cent calculated on the rate as prescribed in subclause (9) of this clause.
- (iii) Provided that the maximum loading payable pursuant to subclause (13)(d)(ii) of this clause shall not exceed the amount set out in the Australian Bureau of Census and Statistics Publication for "average weekly earnings per male employed" in Western Australia for the September quarter immediately proceeding the date the leave became due.
- (e) Notwithstanding any other provisions of this clause:
- (i) at the option of the employee, annual leave in lieu of loading may be taken either separately from, or in conjunction with, a period of annual leave; and
- (ii) the employer shall not refuse an employee any reasonable request to take such leave.
- (f) Shift Workers
- Notwithstanding subclause (13)(a) of this clause shift workers when proceeding on annual leave including accumulated annual leave shall be paid:
- (i) shift and weekend penalties the employee would have received had the employee not proceeded on annual leave; or
- (ii) a loading equivalent to 20% of base salary which ever is greater; provided that subject to the agreement of the employer, and to operational and rostering needs an employee may convert the loading payable under this subclause to additional leave converted proportionately on the basis of the value of the loading payable divided by the base hourly rate of pay for a day worker at the same salary point — a day for these purposes being 7.6 hours.
- Provided further that, nothing in this subclause shall be read as preventing the employer and employee or group of employees on a particular shift roster from agreeing in advance to an arrangement involving leave in lieu of some or all of the loading payable.
- (g) Where a shift worker is paid loading pursuant to subclause (14)(f)(ii) of this clause the maximum loading payable shall be in accordance with subclause (13)(d)(iii) of this clause.



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

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

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

#### Leave Options

- (15) Notwithstanding the terms specified elsewhere in this Agreement, the following leave options are available to employees.
- (16) To exercise one or more of the options specified in subclauses 17 to 20 of this clause, an employee must make written application in the manner prescribed by the employer.
- (17) (a) In addition to annual leave, at the request of an employee the employer may agree to “an arrangement” whereby the employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of purchased leave:

<b>Number of Weeks' Salary Spread Over 52 Weeks</b>	<b>Number of Weeks' Purchased Leave</b>
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- (b) Purchased leave will not be able to be accrued, provided that the employee is to be entitled to pay in lieu of the purchased leave not taken.

- (c) Both the agreement to “an arrangement” and the time at which the additional leave is taken will be dependent on the operational requirements of the department where the employee works at the particular time.
- (d) Unless otherwise agreed between the employee and the employer, an employee who enters into “an arrangement” does so in blocks of 12 months. Further, an employee having entered into “an arrangement”, it will be continued from year to year unless the employer is otherwise notified in writing by the employee.
- (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; and/or
  - (iv) impact on the work of other employees.
- (f) The portion of the employee’s salary to be forfeited shall be calculated as a fortnightly amount and their fortnightly salary shall be decreased by that amount for the duration of the arrangement.
- (g) All annual leave taken during the course of the arrangement shall be paid at the reduced rate.
- (h) The additional leave shall continue to accrue while the employee is on leave during the course of the arrangement.
- (i) The reduced salary shall be used for all purposes during the course of the arrangement.
- (j) The additional leave shall not attract leave loading.

(18) Double the leave on half pay

Subject to operational requirements as defined in subclause (17)(e) of this clause, and with the agreement of the employer, an employee may elect to take twice the period of any portion of their annual leave, including any time in lieu taken as leave, at half pay.

(19) Less leave, more pay.

- (a) Unless otherwise agreed by the employer, arrangements under this subclause shall be for periods of 12 months.
- (b) Provided that at the commencement of each 12 month block of this arrangement an employee has a minimum of 4 weeks of annual and/or long service leave available to be taken in that year, the employee may choose to forfeit the accrual of 1 or 2 weeks annual leave in favour of receiving additional salary to the equivalent value of the leave that has been forfeited (“the arrangement”).

- (c) The increased salary shall be used for all purposes during the course of the arrangement, apart from calculating the contributions to superannuation.

(20) Deferred Salary Scheme for 12 Months' Leave

By written agreement between the employer and the employee an employee may enter into a deferred salary scheme over a 5 year period in which the employee is paid 80% of their base salary over a 4 year period with the unpaid component accrued over the 4 years and paid out in equal instalments during the 5<sup>th</sup> year.

For the purpose of this clause, base salary shall include commuted allowances where applicable.

The 5<sup>th</sup> year will be treated as continuous service but will not count as service for the purpose of accruing leave entitlements.

Access to the leave when it falls due shall not be unreasonably refused by the employer but in any case the leave may only be deferred by agreement between the employer and employee.

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.

By agreement between the employer and the employee, the 4 year accrual period may be suspended. The employee will revert back to 100% of salary or access leave without pay, provided that such non-participatory periods shall not exceed 6 months' except where longer periods of unpaid leave are otherwise prescribed by this Agreement (e.g. Parental Leave). The commencement of the leave year shall be delayed by the length of the non-participatory period.

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 3 months' upon the employee's request, provided that where the contract has terminated the payment shall be made in their final pay.

Any paid leave taken during the first 4 years of this arrangement shall be paid at 80% of the employee's base salary.

- (21) 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.

**36. ANNUAL LEAVE TRAVEL CONCESSIONS**

- (1) Employees stationed in remote areas

- (a) The travel concessions contained in the following table are provided to employees, their dependent partners and their dependent children when proceeding on annual leave from headquarters situated in District Allowance Areas 3, 5 and 6, and in that portion of Area 4 located north of 30° South latitude.

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

- (b) Employees are required to serve 12 continuous months' in these areas before qualifying for travel concessions. However, employees' who have less than 12 months' continuous service in these areas and who are required to proceed on annual leave to suit the employer's convenience will be allowed the concessions. The concession may also be given to an employee who proceeds on annual leave before completing the year's service provided that the employee returns to the area to complete the year's 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.

- (2) (a) The employer will provide the concession by paying or reimbursing costs of annual leave travel for the employee, their dependent partner and their dependent children travelling with the employee up to the cost of standard return economy airfares to Perth as at 1 June each year inclusive of GST for the employee, their dependent partner and their dependent children provided that:
- (i) the class of fare to be used as the standard fare is to be agreed between the Union and the employer; and

- (ii) the fare set is to apply from 1 July of that year to 30 June of the following year.
  - (b) Where an employee elects to use transport other than their own, the employer may require that the travel be booked through the employer and where the cost of the fare exceeds the maximum provided for in subclause (2)(a) of this clause the employer may require payment or consignment of equivalent leave payments for the difference.
  - (c) An employee travelling other than by air is entitled to payment of the travel concession calculated in accordance with this clause prior to the commencement of their leave.
- (3) Travel concessions not utilised within 12 months' of becoming due will lapse.
- (4) Part-time employees are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week.
- (5) Travelling time shall be calculated on a pro rata basis according to the number of hours worked.
- (6) Employees whose headquarters are located 240 kilometres or more from Perth
- Employees, other than those designated in subclause (1) and (7) of this clause whose headquarters are situated 240 kilometres or more from Perth General Post Office and who travel to Perth for their annual leave may be granted by the employer reasonable travelling time to enable them to complete the return journey.
- (7) South East Travel Concessions
- (a) The provisions of this subclause apply to employees employed in the locations formerly attached to Laverton-Leonora Health Service, Kalgoorlie-Boulder Health Service, Murchison Health Service and South East Coastal Health service.
  - (b) An employee will receive 2 days for travel each year and these must be attached to a period of leave.
  - (c) The additional leave entitlement will accrue fortnightly on a pro rata basis.
  - (d) In addition to the above leave, a train or bus fare, or where deemed appropriate an airfare is payable, on application to the employer, to each employee and their eligible dependents every 2<sup>nd</sup> anniversary year. This will be no more than the equivalent economy return train or bus fare to Perth that could be purchased by the health service.
  - (e) An entitlement to a travel concession will not accrue indefinitely, accordingly, any unclaimed entitlement will lapse upon the next entitlement falling due.
  - (f) An employee who moves from one health service at which the allowance is payable to another health service at which the allowance is payable can carry over their entitlement to a travel concession. The amount claimable will be the rate applicable to the location they are employed at the time of taking the leave.

- (8) An employee may elect to utilise the cash value of their travel concession to assist in paying the cost for their partner and/or dependents to travel to them in the areas specified in subclauses (1)(a) and (7)(a) of this clause.

### 37. PUBLIC HOLIDAYS

- (1) The following days or the days observed in lieu thereof shall, subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.
- (2) Where any of the days mentioned in subclause (1) of this clause falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday, provided that for shift workers only, where Christmas Day falls on a Saturday or a Sunday the following shall apply:
- (a) The 25<sup>th</sup> December Christmas Day Holiday will be observed on December 25<sup>th</sup> and paid at the rate of double time and a half or, if the employer agrees, be paid at the rate of time and a half and a day off in lieu be taken on a day mutually acceptable to the employer and the employee.
- (b) Where Boxing day falls on a Sunday it will be observed on the next succeeding Monday and where 26<sup>th</sup> December Boxing Day falls on a Monday it will be observed on that day.
- (c) There will be no substitute holiday for shift workers for the 25th December Christmas Day holiday which falls on a Saturday or Sunday, provided that where Christmas Day falls on a Saturday or a Sunday;
- full time and part-time shift workers who are rostered and work on both the 25<sup>th</sup> December (Christmas Day) and Christmas Day falls on a;
- (aa) Saturday, the next succeeding Tuesday is to be paid 150% for time worked on the Tuesday; and
- (bb) Sunday, the next succeeding Tuesday is to be paid 175% for time worked on the Tuesday.
- (ii) part-time shift workers whose contracted hours of work include the Tuesday next succeeding Christmas Day, but not Christmas Day, shall be entitled to such Tuesday as a Public Holiday.
- (3) (a) When any of the days observed as a holiday in this clause fall during a period of annual leave the holiday or holidays shall be observed on the next succeeding work day or days as the case may be after completion of that annual leave.

- (b) When any of the days observed as a holiday as prescribed in this clause fall on a day when a shift worker is rostered off duty and the shift worker has not been required to work on that day they shall be paid as if the day was an ordinary working day or if the employer agrees be allowed to take a day's holiday in lieu of the holiday at a time mutually acceptable to the employer and the employee.
- (4) (a) Any employee, subject to subclause (4)(b) of this clause, who is required to work on the day observed as a holiday as prescribed in this clause in the normal hours of labour or ordinary hours in the case of a shift employee shall be paid for the time worked at the rate of double time and a half or if the employer agrees be paid for the time worked at the rate of time and a half and in addition be allowed to observe the holiday on a day mutually acceptable to the employer and the employee.
  - (b) (i) An employee who is instructed by their employer to hold themselves on-call in accordance with the provisions of subclause (14) of Clause 16. - Overtime, on a day observed as a public holiday during the normal hours of labour or the ordinary hours in the case of a shift worker shall be allowed to observe that holiday on a day mutually acceptable to the employer and the employee.
  - (ii) An employee who is on-call in accordance with subclause (14) of Clause 16. - Overtime, during the period specified in subclause (4)(b)(i) of this clause shall be paid for any time worked during the period at the rate of time and one half in accordance with the provisions of subclause (9) of Clause 16. – Overtime.
- (c) An employee who is required to work on a public holiday outside of the hours referred to in subclause (4)(a) hereof shall be paid in accordance with subclause (2)(b) of Clause 16. - Overtime.
- (5) Casual employees required to work on a holiday as prescribed in subclause (2) of this clause shall be paid at the base rate plus casual loading for the time worked plus 50% of the base rate for an equivalently classified permanent employee for the ordinary hours worked on that day.

### **38. PERSONAL LEAVE**

#### Introduction

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

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

- (3) This clause shall operate from the date of registration of this Agreement. From the date of registration, sick leave ceases to exist for the purposes of this Agreement. All existing sick leave credits will be converted to cumulative Personal Leave and recorded in hours. An additional 3.8 hours will be added to cumulative Personal Leave. An additional 15.2 hours will be added to non-cumulative Personal Leave. An employee's pre-existing sick leave anniversary date is maintained for the purposes of the Personal Leave entitlement.
- (4) Personal leave is not for circumstances normally met by other forms of leave.
- (5) This clause does not apply to casual employees.
- (6) An employee employed on a fixed-term contract for a period of twelve months or more shall be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract for a period less than twelve months shall be credited on a pro rata basis for the period of the contract.
- (7) A part-time employee shall 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 shall only be made for those hours that would normally have been worked had the employee not been on personal leave.

Entitlement

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

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

- (9) Where employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- (10) 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 up to a maximum of 98.8 hours will be cumulative and added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.



- (11) Whilst employees are able to access personal leave in accordance with subclause (25) of this clause, access must be consistent with the *Minimum Conditions of Employment Act 1993*.
- (12) In accordance with the *Minimum Conditions of Employment Act 1993* entitlement to paid sick leave, in an anniversary year the number of hours the employee is entitled to use for the purposes of carer's leave is up to 76 hours of this entitlement.
- (13) Notwithstanding subclause (12) of this clause, access to carers leave is not limited to up to 76 hours per anniversary year, where the employee has accumulated personal leave credits in excess of 76 hours.
- (14) Personal leave will not be debited for public holidays, which the employee would have observed.
- (15) Personal leave may be taken on an hourly basis.

#### Variation of ordinary working hours

- (16) 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.
- (17) 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.
- (18) Personal leave is credited pro rata on a weekly basis from the time ordinary working hours change until the next anniversary date such that total hours credited for that anniversary year is on a pro rata basis according to the number of ordinary working hours for the period.

#### Reconciliation

- (19) 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.
- (20) The requirements of the *Minimum Conditions of Employment Act 1993* must be met at the commencement of the following anniversary year. The remaining portion of debited personal leave, which exceeds the leave credited, is to be debited at the commencement of the subsequent and where necessary following anniversary year/s.
- (21) Where an employee ceases duty and has taken personal leave, which exceeds the leave credited for that anniversary year, the employee must refund the value of the unearned leave, calculated at the rate of salary as at the date the leave was taken. No refund is required in the event of the death of the employee.

#### Access

- (22) 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 (34) and (35) (Re-crediting Leave) of this clause.
- (23) If an employee has exhausted all accrued personal leave the employer may allow the employee who has at least twelve 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.
- (24) 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.

#### Application for Personal Leave

- (25) Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause (8) of this clause the employer may grant personal leave in the following circumstances:
- (a) where the employee is ill or injured;
  - (b) to be the primary care giver of a member of the employee's family or household who requires care and support for an illness, injury or unexpected emergency affecting the member of the employee's family or household;
  - (c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention; or
  - (d) by prior approval of the employer, having regard for agency requirements and the needs of the employee, planned matters where arrangements cannot be organised outside of normal working hours or be accommodated by the utilisation of flexible working hours or other leave. Planned personal leave will not be approved for regular ongoing situations.
- (26) Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- (27) The definition of family shall be the definition contained in the *Equal Opportunity Act 1984* 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.
- (28) Where practicable, the employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

#### Evidence

- (29) An application for personal leave exceeding 2 consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- (30) In general, supporting evidence is not required for single or 2 consecutive day absences. 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 shall not be granted where the absence is not reasonable or legitimate.
- (31) Personal leave will not be granted where an employee is absent from duty because of personal illness directly caused by the misconduct of the employee.
- (32) Where there is doubt about the cause of an employee's illness, the employer may require the employee to submit to a medical examination by a medical practitioner of the employer's choice, which the employee must attend. Where it is reported that the absence is because of illness caused by the misconduct of the employee, 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.
- (33) 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 shall be paid by the employer.

#### Re-crediting Annual Leave

- (34) 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 (7) consecutive calendar days, the employer may grant personal leave for the period during which the employee was so confined and reinstate annual leave equivalent to the period of confinement.

#### Re-crediting Long Service Leave

- (35) 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.

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

- (36) 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 shall not unreasonably withhold this leave.
- (37) 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.

- (38) Personal leave without pay is not available to employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in subclause (25)(b), (c) or (d) of this clause. However, other forms of leave including leave without pay may be available.

#### Other Conditions

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

#### Workers' Compensation

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

#### Portability

- (42) The employer shall credit an employee additional personal leave credits up to those held at the date that employee ceased previous employment provided:
- (a) immediately prior to commencing employment in WA Health, the employee was employed in the service of:
    - (i) the Commonwealth Government of Australia, or
    - (ii) any other State of Australia, or
    - (iii) the Public Sector; and
  - (b) the employee's employment with WA Health commenced no later than 1 week after ceasing previous employment, and
  - (c) the personal leave credited shall be no greater than that which would have applied had the entitlement accumulated whilst employed in the Public Sector.
- (43) The maximum break in employment permitted by subclause (42)(b) of this clause, may be varied by the approval of the employer provided that where employment with WA Health commenced more than one (1) week after ceasing the previous employment, the

period in excess of one (1) week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous employer.

#### Travelling time for Regional Employees

- (44) Subject to the evidentiary requirements set out in subclauses (29) to (33) of this clause, 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.
- (45) 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.
- (46) The provisions of subclauses (44) and (45) of this clause - Travelling Time for Regional Employees are not available to employees whilst on leave without pay or personal leave without pay.
- (47) The provisions of subclauses (44) and (45) of this clause - Travelling Time for Regional Employees apply as follows.
- (a) 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.
  - (b) 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.
  - (c) 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.
  - (d) The provisions do not apply to casual employees.

#### Unpaid Carer's Leave

- (48) An employee is entitled to up to two days unpaid leave on any occasion that the employee needs to take carer's leave due to an illness, injury or unexpected emergency of the employee's family or household member. This unpaid leave can be taken by casual employees, or when the employee has utilised all paid leave entitlements. Applications for additional unpaid leave will be considered in accordance with Clause 39. – Leave Without Pay.

### **39. LEAVE WITHOUT PAY**

- (1) Subject to the provisions of subclause (2) of this clause, the employer may grant an employee leave without pay for any period and is responsible for that employee on their return.
- (2) Every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:
  - (a) the work of the employer is not inconvenienced; and
  - (b) all other leave credits of the employee are exhausted.
- (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.
- (4) Leave Without Pay for Full Time Study
  - (a) The employer may grant an employee leave without pay to undertake full time study, subject to a yearly review of satisfactory performance.
  - (b) Leave without pay for this purpose shall not count as qualifying service for leave purposes.
- (5) Leave Without Pay for Australian Institute of Sport Scholarships

Subject to the provisions of subclause (2) of this clause, the employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay.

#### **40. BEREAVEMENT LEAVE**

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

be eligible for up to two (2) days paid bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.
- (2) The two (2) days need not be consecutive.
- (3) Bereavement leave is not to be taken during any other period of leave.

- (4) Payment of such leave may be subject to the employee providing evidence, if so requested by the employer, of the death or relationship to the deceased that would satisfy a reasonable person.
- (5) An employee requiring more than two (2) days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave or leave without pay provided all accrued leave is exhausted.

#### Travelling time for Regional Employees

- (6) 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 15.2 hours per bereavement. The employer will not unreasonably withhold approval.
- (7) The employer may approve additional paid travel time within Western Australia where the employee can demonstrate to the satisfaction of the employer that more than two days travel time is warranted.
- (8) The provisions of this clause are not available to employees whilst on leave without pay or sick leave without pay.
- (9) The provisions of subclause (6) and (7) of this clause, apply as follows.
  - (a) 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.
  - (b) 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.
  - (c) 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.
  - (d) For casual employees, the provisions apply to the extent of their agreed working arrangements.

#### **41. LONG SERVICE LEAVE**

- (1) An employee shall be entitled to 13 weeks long service leave taken in one continuous period paid at the base rate of pay on the completion of 10 years of continuous service and an additional 13 weeks paid long service leave for each subsequent period of 7 years of continuous service completed by the employee.

- (2) Notwithstanding subclause (1), upon application by an employee, the employer may approve an employee clearing:
- (a) any accrued entitlement to long service leave in minimum periods of 1 day.
  - (b) double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on normal pay; or
  - (c) half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on normal pay; or
  - (d) any portion of their long service leave entitlement on normal pay or double such period on half pay; or half such period on double pay.
  - (e) a lesser period of long service leave calculated by converting the part-time service to equivalent full time service where a full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part-time basis may elect to take.
- (3) Any public holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.
- (4) An employee shall clear their entitlement to long service leave at the convenience of the employer within 3 years of it falling due, provided that the employer may approve the accumulation of long service leave not exceeding 26 weeks.
- (5) (a) An employee who;
- (i) at or before the registration of this Agreement was employed by WA Health, and has completed 15 years continuous service within the Western Australian Public Sector, or
  - (ii) commenced employment with WA Health after the registration of this Agreement and has completed at least 15 years continuous service within WA Health;
- may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with the health service immediately prior to taking this leave.
- (b) An employee who resigns from their employment with WA Health and who:
- (i) at or before the registration of this Agreement was employed by the health service, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
  - (ii) commenced employment with WA Health after the registration of this Agreement and has completed at least 15 years continuous service within the Western Australian Government Health Services;
- shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three



years continuous service with the employer immediately prior to their resignation.

- (6) Employees within seven (7) years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with their employer; in the case of an employee accruing long service leave on a 7 year basis, choose to access pro rata long service leave at the rate of 9.28 days per completed 12 month period of continuous service and in the case of an employee accruing long service leave on a 10 year basis, choose to access pro rata long service leave at the rate of 6.5 days per completed 12 month period of continuous service. 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 or for payment on termination. Such employees may by agreement with the employer, clear any pro rata entitlement to long service leave in minimum periods of one (1) day.
- (7) Where an employee has been redeployed at the direction of a Western Australian Public Sector employer, 3 years continuous service for the purposes of subclause (5) of this clause shall be calculated including the service with such previous employer or employers.
- (8) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (5) of this clause shall, subject to subclause (10) of this clause, be entitled to payment for accrued long service leave only.
- (9) An employee who is dismissed shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of the offence or serious breach of discipline for which the employee is dismissed. An employee who is dismissed through no fault of their own and who having completed at least 15 years continuous service, and having completed at least 3 years continuous service, with WA Health immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.
- (10) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases:
- (a) To an employee who retires at or over the age of 55 years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than 12 months continuous service.
  - (b) To an employee who has retired for any other cause, provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than 3 years continuous service before the date of their retirement.
  - (c) To the partner of an employee or such other person as may be approved by the employer in the event of the death of an employee, provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than 12 months continuous service prior to the date of their death.
- (11) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of

retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of 12 months salary.

- (12) Subject to the provisions of subclauses (4), (8), (9), (10) and (13) of this clause, the service of an employee shall not be deemed to have been broken:
- (a) by resignation, where the employee resigned from the employment of an employer a party to the Agreement and commenced with another employer a party to the Agreement within one working week of the expiration of any period for which payment in lieu of leave or public holidays has been made by an employer party to the Agreement from whom the employee resigned or, if no such payment has been made, within one working week of the day on which their resignation became effective; or
  - (b) by any absence approved by the employer as leave whether with or without pay.
- (13) The expression "continuous service" in this clause includes any period during which an employee is absent on pay or part pay, from their duties with any employer party to the Agreement, provided that it does not include:
- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay; and
  - (b) any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence or serious breach of discipline in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave, including pro-rata long service leave, under this clause.
- (14) Portability
- (a) Where an employee was, immediately prior to being employed by WA Health, employed in the service of: The Commonwealth of Australia, or any other State Government of Australia, or any West Australian Public Sector employer, and the period between the date when the employee ceased previous employment and the date of commencing employment with the employer does not exceed 1 week, that employee shall be entitled to long service leave determined in the following manner.
    - (i) The pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment with WA Health, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause.
    - (ii) The balance of the long service leave entitlement of the employee shall be calculated upon appointment by the employer in accordance with the provisions of this clause.

- (b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with WA Health.
- (15) At the request of the employee and with the agreement of the employer, an employee may be paid in lieu of taking a portion of long service leave.
- (16) Any period of service during which, or for which, an employee receives or has received payment, or any other compensation, in lieu of long service leave shall not be counted as service for the purpose of determining any future entitlement to long service leave.

## 42. PARENTAL LEAVE

### (1) Definitions

For the purpose of this clause:

- (a) "Child" means a child of the employee under the age of one year except for adoption of a child where "child" means a person under the age of 5 years of age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the partner of the employee or child who has previously lived continuously with the employee for a period of 6 months or more.
- (b) "Employee" includes full time employees, part-time employees, permanent employees, fixed term contract employees up until the end of their contract period, and "eligible" casual employees.
- (c) A casual employee is "eligible" if the employee –
  - (i) has been engaged on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
  - (ii) but for an expected birth of a child to the employee or the employee's partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.
- (d) Without limiting subclause (1)(c) of this clause, a casual employee is also "eligible" if the employee -
  - (i) was engaged on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than 12 months; and
  - (ii) at the end of the first period of employment, the employee ceased, on the employer's initiative, to be so engaged by the employer; and

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

(2) Basic entitlement

- (a) Employees are entitled to 52 weeks parental leave in relation to the birth or adoption of their child.
- (b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
  - (i) an unbroken period of one week at the time of the birth of the child:
  - (ii) an unbroken period of up to 3 weeks at the time of adoption / placement of the child; or
  - (iii) where the employer agrees.
- (c) In order to demonstrate to the employer that, subject to subclause 2 (b) of this clause, only one parent will be off on parental leave at a time an employee shall, when applying for parental leave, provide the employer with a statutory declaration stating particulars of any period of parental leave sought or taken by his or her partner.
- (d) Except as provided by subclause (16) of this clause, parental leave is unpaid.

(3) Birth of a child

- (a) A pregnant employee will provide to the employer at least 10 weeks in advance of the expected date of birth:
  - (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of birth; and
  - (ii) written notification of the date on which she proposes to commence parental leave, and the period of leave to be taken.

- (b) Subject to subclause (3)(c) of this clause and unless agreed otherwise between employer and employee, a pregnant employee may commence parental leave at any time within 6 weeks immediately prior to the expected date of the birth.
- (c) Where an employee continues to work within the 6 week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (d) Where the pregnancy of an employee terminates after 27 weeks and the employee has not commenced parental leave, the employee may take unpaid leave (to be known as special parental leave) for such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the delivery, an employee shall be entitled to access paid personal leave to which she is entitled, in lieu of, or in addition to, special parental leave.
- (e) Where leave is granted under subclause (3)(d) of this clause, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed 4 weeks from the recommencement date desired by the employee.
- (f) Where the pregnancy of an employee then on parental leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed 4 weeks from the date of notice in writing by the employee to the employer that she desires to resume work.
- (g) Where an employee then on parental leave suffers illness related to her pregnancy, she may take such paid personal leave as to which she is then entitled and such further unpaid leave (to be known as special parental leave) as a registered medical practitioner certifies as necessary before her return to work provided that the aggregate of paid personal leave, special parental leave and parental leave shall not exceed 12 months.

(4) Adoption of a child

- (a) The employee will notify the employer at least 10 weeks in advance of the date of commencement of parental leave and the period of leave to be taken. An employee may commence parental leave prior to providing such notice where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) The employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (c) The employer shall grant an employee who is seeking to adopt a child such unpaid leave as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the employer may require the employee to take such leave in lieu of unpaid leave.

- (d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding 4 weeks from the date of notification for the employee's return to work.

(5) Partner leave

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

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

(6) Variation of notice period

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

(7) Variation of period of parental leave

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

(8) Parental leave and other entitlements

- (a) An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which the employee has accrued, such as annual leave, long service leave, and TOIL or other time off entitlements accrued under flexible working arrangements, subject to the total amount of leave not exceeding 52 weeks.
- (b) Subject to all other leave entitlements being exhausted an employee shall be entitled to apply for leave without pay following parental leave by up to 2 years. The employer's approval, which may not be unreasonably withheld, is required for such an extension.

(9) Transfer to a safe job

- (a) If the employee gives her employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's

opinion, the employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:

- (i) illness, or risks, arising out of her pregnancy; or
- (ii) hazards connected with that position; 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 she is unable to continue in her present position.

- (b) If the 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 the employee is entitled to paid leave for the period during which she is unable to continue in her present position.
- (c) An entitlement to paid leave provided in subclause (9)(b) of this clause is in addition to any other leave entitlement the employee has and is to be paid the amount the employee would reasonably have expected to be paid if the employee had worked during that period.
- (d) An entitlement to paid leave provided in subclause (9)(b) of this clause 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;
  - (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.

(10) Entitlement to Part-Time employment

- (a) Where an employee is pregnant, and has a doctors certificate advising that it would be preferable for the employee to work part-time; the employee may enter into an agreement, the terms of which are to be in writing, work part-time in one or more periods at any time up to the child's third birthday or until the third anniversary of the placement of the child.
- (b) The work to be performed part-time need not be the work performed by the employee in his or her former position.

(11) Communication during Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the location, status or responsibility level of the position the employee held before commencing parental leave; and
  - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the location, status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (11)(a) of this clause.

(12) Returning to work after a period of parental leave or part-time work

- (a) An employee shall confirm the intention to return to work by notice in writing to the employer not less than four weeks prior to the expiration of parental leave.
- (b) An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave.
- (c) Where the employee was transferred to a safe job or proceeded on leave as provided for in subclause (9)(b) of this clause, the employee is entitled to return to the position occupied immediately prior to the commencement of leave.
- (d) An employee may return on a part-time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level.
- (e) An employee may return on a modified basis that involves the employee working on different days or at different times, or both; or on fewer days or for a fewer hours or both, than the employee worked immediately before starting parental leave.
- (f) Subject to the employer's approval an employee who has returned on a part-time or modified basis may revert to how the employee worked immediately before starting parental leave or full time work at the same classification level within two years of the recommencement of work.
- (g) The employer shall only refuse such a request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include:
  - (i) cost;
  - (ii) lack of adequate replacement staff;



(iii) loss of efficiency; and

(iv) the impact on customer service.

(h) An employee who believes their request has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the employer to demonstrate that the refusal was justified in the circumstances.

(13) Replacement employees

(a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

(b) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

(14) Notwithstanding any agreement or other provision to the contrary:

(a) absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of this Agreement.

(b) commencement of part-time employment in accordance with this clause, and return from part-time to full time work under this clause, shall not break the continuity of service or employment.

(15) Casual employment during parental leave

(a) Notwithstanding any other provision of this clause, an employee may be employed on a casual basis during a period of parental leave, provided that any period of such service shall not count as service for the purposes of any other provision of this Agreement, and shall not break the continuity of employment of such an employee nor change the employees employment status in regard to their substantive employment.

(b) An employee shall not be engaged by the employer as a casual employee whilst the employee is on a period of paid parental leave, or a period of accrued annual or long service leave taken concurrently with a period of unpaid parental leave.

(c) An employee engaged for casual work pursuant to this subclause shall be employed at a level commensurate to the level of the available casual position.

(16) Paid parental leave

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

(a) An employee, other than an eligible casual employee, who is the primary care giver, and who has completed 12 months continuous service with the employer or any Commonwealth, State or Territory public sector body or authority, will be entitled from the anticipated birth date or for the purposes of adoption from the

date of placement of the child, or from a later date nominated by the primary care giver, to paid parental leave at the base rate of pay that will form part of the 52 week entitlement provided in subclause (2)(a) of this clause, as follows:

- (i) ten (10) weeks paid parental leave from 1 July 2006;
  - (ii) twelve (12) weeks paid parental leave from 1 July 2007; and
  - (i) fourteen (14) weeks paid parental leave from 1 July 2008.
- (b) A pregnant employee can commence the period of paid parental leave any time from six weeks before the expected date of birth.
- (c) An employee may take the paid parental leave specified in this subclause of this clause at half pay for a period equal to twice the period to which the employee would otherwise be entitled.

(d) Definitions

For the purposes of this subclause:

“Continuous service” means service under an unbroken contract of employment and includes any period:

- (i) of leave taken in accordance with this clause;
  - (ii) of part-time employment worked in accordance with this Agreement; and
  - (iii) of leave or absence authorised by the employer.
- (e) Only one period of paid parental leave is available for each birth or adoption.
- (f) Contract employees’ paid parental leave cannot continue beyond the expiry date of their contract.
- (g) (i) Paid parental leave will be paid at base rates and will not include the payment of any form of allowance or penalty payment.
- (ii) Notwithstanding this subclause, parental leave may be paid either before or after any other paid leave taken during a period of parental leave
- (h) Absence on paid parental leave counts as qualifying service for the purpose of accruing entitlements to personal leave, annual leave or long service leave.
- (i) The employer may request evidence of primary care giver status.
- (j) Part-time employees whose ordinary working hours have been subject to variations during the preceding 12 months may elect to average these hours for the purposes of calculating payment for paid parental leave. Alternatively, the employee may elect to be paid their ordinary working hours at the time of commencement of paid parental leave.

(k) Subject to the provisions of this subclause, all other provisions of this clause apply to employees on paid parental leave.

(l) An “eligible” casual employee has no entitlement to paid leave under this clause with the exception of the entitlement to paid leave as provided under subclause (9)(b) of this clause. Nothing in this clause confers a change in the employment status of a casual employee.

#### **43. DONOR LEAVE**

##### **(1) Blood or Plasma Donation**

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

##### **(2) Organ or Tissue Donation**

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

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

#### **44. STUDY LEAVE**

(1) The provisions of this clause are in addition to and not in lieu of any other rights to study leave, professional development, skills acquisition, training and employee development employees may have under this Agreement.

##### **(2) Conditions for Granting Time Off**

(a) An employee may be granted time off with pay for part-time study purposes at the discretion of the employer. Such time off will be paid at the base rate of pay.

(b) Part-time employees are entitled to study leave on the same basis as full time employees.

(c) Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken, in remote locations lacking the required educational facilities. The maximum annual amount is the 5 hours multiplied by the number of weeks in the academic year at the educational institution.

(d) Time off with pay may be granted up to a maximum of five hours per week including travelling time, for attending to the work involved in an approved higher education course by research where the work is undertaken during normal working hours.

- (e) Employees who are obliged to attend educational institutions for compulsory block sessions, may be granted time off with pay including travelling time up to the maximum annual amount allowed in subclause (2)(c) of this clause.
- (f) External students based in remote locations, who are obliged to attend educational institutions for compulsory sessions during vacation periods, may be granted time off with pay including travelling time up to the maximum annual amount specified in subclause (2)(c) of this clause.
- (g) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.
- (h) In every case the approval of time off to attend lectures and tutorials will be subject to:
  - (i) departmental convenience;
  - (ii) the course being undertaken on a part-time basis;
  - (iii) employees undertaking an acceptable formal study load in their own time;
  - (iv) employees making satisfactory progress with their studies; and
  - (v) the course being relevant to the employee's career in the Health Service and being of value to the State.
- (i) A service agreement or bond will not be required.
- (j) Where an employee is granted time off for study leave, the individual's work load will be taken into consideration during periods when the employee is taking study leave.

### (3) Payment of Fees

- (a) The employer is to meet the payment of higher education administrative charges for cadets and trainees who, as a condition of their employment, are required to undertake studies at a University or College of Advanced Education. Employees who of their own volition attend such institutions to gain higher qualifications will be responsible for the payment of fees.
- (b) This assistance does not include the cost of text books or Guild and Society fees.
- (c) An employee who is required to repeat a full academic year of the course will be responsible for payment of the higher education fees for that particular year.

### (4) Approved Courses

- (a)
  - (i) First degree courses at the University of Western Australia, Murdoch University, Curtin University of Technology, Edith Cowan University, and University of Notre Dame Australia, or other approved university.
  - (ii) Diploma courses at Technical and Further Education (TAFE).

- (iii) Two year full time Certificate courses at (TAFE).
  - (iv) Courses recognised by the National Authority for the Accreditation of Translators and Interpreters (NAATI) in a language relevant to the needs of the Health Service.
- (b) Except as outlined in subclause (4)(d) of this clause, employees are not eligible for study assistance if they already possess one of the qualifications specified in subclauses (4)(a)(i) and (ii) of this clause.
  - (c) An employee who has completed a Diploma through TAFE is eligible for study assistance to undertake a degree course at any of the tertiary institutions listed in subclause (4)(a)(i) or (4)(a)(ii) of this clause. An employee who has completed a two year fulltime Certificate through TAFE is eligible for study assistance to undertake a Diploma course specified in subclause (4)(a)(iii) of this clause or a degree or Associate Diploma course specified in subclause (4)(a)(i) or (4)(a)(ii) of this clause.
  - (d) Assistance towards additional qualifications including second or higher degrees may be granted in special cases such as a graduate embarking on a post-graduate Diploma in Administration or a Masters Degree in Business Administration or a higher degree in a specialist area of benefit to the Health Service as well as the employee.
- (5)
    - (a) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition with at least half of the total formal study commitment being undertaken in the employee's own time, except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.
    - (b) A first degree or Associate Diploma course does not include the continuation of a degree or Associate Diploma towards a higher post-graduate qualification.
    - (c) In cases where employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
    - (d) Where an employee is employed on flexi-time, time spent attending or travelling to or from formal classes for approved courses between 8.15 am and 4.30 pm, less the usual lunch break, and for which "time off" would usually be granted, is to be counted as credit time for the purpose of calculating total hours worked per week.
    - (e) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the employee's normal place of work.
    - (f) An employee shall not be granted more than 5 hours time off at the base rate of pay per week except in exceptional circumstances where the employer may decide otherwise.

- (g) Time off at the base rate of pay for those who have failed a unit or units may be considered for one repeat year only.
- (6) Subject to the provisions of subclause (7) of this clause, the employer may grant an employee full time study leave with pay to undertake:
- (a) post graduate degree studies at Australian or overseas tertiary education institutions; or
  - (b) study tours involving observations and/or investigations; or
  - (c) a combination of post graduate studies and study tour.
- (7) Applications for full time study leave with pay are to be considered on their merits and may, subject to the discretion of the Health Service, be granted provided that the following conditions are met:
- (a) The course or a similar course is not available locally.
  - (b) Where the course of study is available locally, applications are to be considered in accordance with the provisions of subclause (2) to (6) of this clause and Clause 39. - Leave Without Pay provisions.
  - (c) It must be a highly specialised course with direct relevance to the employee's profession.
  - (d) It must be relevant to the Health Service's corporate strategies and goals.
  - (e) The expertise or specialisation offered by the course of study should not already be available through other employees employed within the Health Service.
  - (f) If the applicant was previously granted study leave, studies must have been successfully completed at that time.
  - (g) A temporary employee may not be granted study leave with pay for any period beyond that employee's approved period of engagement.
- (8) Full time study leave at the base rate of pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.
- (9) Where an outside award is granted and the studies to be undertaken are considered highly desirable by a Health Service, financial assistance to the extent of the difference between the employee's normal salary and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria then part or full payment of salary may be approved at the discretion of the employer.
- (10) Where an employer supports recipients of coveted awards and fellowships by providing study leave at the base rate of pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.
- (11) Where recipients are in receipt of a living allowance, this amount should be deducted from the employee's salary for that period.

- (12) Where study leave at the base rate of pay is approved and the employer also supports the payment of transit costs and/or an accommodation allowance, approval for the transit and accommodation costs is required in accordance with current Public Sector Policies and Procedures.
- (13) Where employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave at the base rate of pay may be approved by the employer together with some local transit and accommodation expenses providing it meets the requirements of subclause (7) of this clause. Each case is to be considered on its merits.
- (14) The period of fulltime study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for employees' under this Agreement.

#### **45. EMERGENCY SERVICES LEAVE**

- (1) Subject to operational requirements and in order to allow for attendance at emergencies as declared by the recognised authority, paid leave of absence at full pay shall be granted by the employer to an employee who is an active volunteer member of:
  - (a) State Emergency Service Units;
  - (b) St John Ambulance Brigade;
  - (c) Volunteer Fire and Rescue Service Brigades;
  - (d) Bush Fire Brigades;
  - (e) Volunteer Marine Rescue Services Groups, or FESA Units.
- (2) The employer shall be advised as soon as possible by the employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.
- (3) The employee must complete a leave of absence form immediately upon return to work.
- (4) The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.
- (5) An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses (2), (3) and (4) of this clause.

#### **46. DEFENCE FORCE RESERVES LEAVE**

- (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 (the Reserves) or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.

- (2) Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- (3) Application for leave of absence for Defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee shall provide a certificate of attendance to the employer.
- (4) Paid leave
- (a) An employee who is a volunteer member of the 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 shall receive the same paid leave entitlement as full-time employees but payment shall only be made for those hours that would normally have been worked but for the leave.
  - (c) On written application, an employee shall 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) Reservists are entitled to four weeks paid leave per annum for the purposes of Defence service.
  - (f) Reservists in their first year of service are entitled to an additional two weeks for the purposes of recruitment and/or initial training.
  - (g) Contracts of employment and continuity of service of civilian employment are unbroken during periods of ordinary Reserve service and accruals towards all employment entitlements continue.
- (5) Unpaid leave
- (a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in subclause (4) of this clause shall be unpaid.
  - (b) Casual employees are entitled to unpaid leave for the purpose of Defence service.
- (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.

#### **47. INTERNATIONAL SPORTING EVENTS LEAVE**



- (1) Special leave at the base rate of pay may be granted by the employer to an employee chosen to represent Australia as a competitor or official, at a sporting event, which meets the following criteria:
- (a) it is a recognised international amateur sport of national significance; or
  - (b) it is a world or international regional competition; and
  - (c) no contribution to remuneration is made by the sporting organisation towards the salary of the employee.

#### **48. WITNESS AND JURY SERVICE**

##### Witness

- (1) An employee subpoenaed or called, as a witness to give evidence in any proceeding shall as soon as practicable notify the employer.
- (2) Where an employee is subpoenaed or called as a witness to give evidence in an official capacity that employee shall be granted by the employer leave of absence with full pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the employer. The employee is not entitled to retain any witness fee but shall pay all fees received into Consolidated Revenue Fund. The receipt for such payment with a voucher showing the amount of fees received shall be forwarded to the employer.
- (3) An employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the employer.
- (4) An employee subpoenaed or called, as a witness on behalf of the Crown, not in an official capacity shall be granted leave with full pay. If the employee is on any form of paid leave, this leave shall 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 fees but shall pay all fees received into Consolidated Revenue Fund.
- (5) An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses (2) and (4) of this clause shall be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with the Agreement provisions.

##### Jury

- (6) An employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the employer.
- (7) An employee other than a casual employee required to attend for jury service will be granted by the employer leave of absence with full pay, but only for such period as is required to enable the employee to carry out duties as a juror.

- (8) An employee granted leave as prescribed in subclause (7) of this clause is not entitled to retain any juror's fees but shall pay all fees received into Consolidated Revenue Fund. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the employer.

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

- (1) Cultural/ceremonial leave shall be available to all employees.
- (2) Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.
- (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.
- (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.
- (5) The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- (6) Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:
- (a) the employee's annual leave entitlements;
  - (b) the employee's accrued long service leave entitlements, but in full days only; or
  - (c) accrued days off or time in lieu.
- (7) Time off without pay may be granted by arrangement between the employer and the employee for cultural/ceremonial purposes.

### **PART 7. CHANGE MANAGEMENT**

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

- (1) This clause is to be read in conjunction with clause 52 - Mobility.
- (2) Classification by Skill Level
- (a) The parties to this Agreement may determine the appropriate range of skills applicable to each classification of position.
  - (b) Each employee shall be paid the salary rate specified for a classification level defined in accordance with subclause (2)(a) of this clause.

- (c) Where the employee is required to apply skills which in total or in part correspond to the skills required of a higher classification than that under which they are usually paid, the employee shall receive the rate of pay corresponding to that higher classification in accordance with Clause 22. - Higher Duties.
- (d) The level of skills possessed by each employee shall be determined by training standards, certification and experience in accordance with subclauses (3) and (4) of this clause.
- (e) "Experience" for the purposes of this clause, means skills gained in an industry or occupation or away from work and which are recognised within the classification structure.

(3) Training Standards

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

(4) Training Standards, Vocational Education and Accreditation

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

- (a) Consistent with the training standards established in accordance with subclause (3);
- (b) Of a form which is recognised for the purpose of attainment or contributory towards the attainment of an accredited vocational educational qualification; and
- (c) Accredited by the relevant statutory training authority.

- (5) It is agreed that skills acquisition, training and employee development should:

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

(6) Training and Short Courses

- (a) An employee may be required to attend a training course or short course directly related to their work during ordinary working hours.
- (b) Attendance at such courses shall be at no expense to the employee.
- (c) An employee shall not unreasonably refuse to participate in any course of study where the subject matter is relevant to the current or emerging business needs of the employer, provided the course of study is conducted in ordinary working hours and is paid in accordance with the terms of the Agreement.
- (d) The employer may grant leave with pay to participate in an approved short course or training course. The amount of leave may be up to 38 hours within a 12-month period.
- (e) Where attendance is paid for by the employer the employee may be required to:
  - (i) provide evidence to the employer of attendance and satisfactory progress with studies; and
  - (ii) report to other employees on the course or training or to impart the knowledge gained to other employees.
- (f) The employer may, where the short course or training is not an approved course or training, grant an employee leave to attend the short course or training during the employee's hours of duty provided that the employer may require the employee to make up the hours or the employer may grant unpaid leave for such purpose.

(7) Multi-skilling

- (a) Where multi-skilling is to be introduced, employees agree that they will assist in the introduction of this policy on the following basis:
  - (i) Job Rotation
    - (aa) Employer and employee mutually negotiate the decisions.
    - (bb) The period of time for any job rotation cycle is defined.
    - (cc) Prior to commencement of a job rotation arrangement, agreement is reached regarding the employee's continuity of service, tenure of employment in their substantive position or placement, at the completion of the rotation.
  - (ii) Job Enlargement and Enrichment

- (aa) Decisions are mutually agreed by the employee and supervisor.
  - (bb) The purpose, progression and outcomes from the enlargement/enrichment process are clearly defined.
  - (cc) The period of time is defined, where possible.
  - (dd) The employee is formally notified of the agreed duties and these are commensurate with the substantive classification of the employee.
  - (ee) The employee is provided with adequate support and mentoring to ensure they have an adequate opportunity to learn and become expert in the new duties and responsibilities.
- (b) Any job specific training required will be provided by the employer. A training programme will be developed to allow employees to gain a high level of understanding of the new position and will take into account the continuity of customer service and the career development of the employee.
- (c) While as far as practicable participation in multi-skilling will be voluntary, where, subject to the considerations set out in this clause, the employee unreasonably refuses a multi-skilling opportunity, the employer may direct the employee to undertake the placement.
- (d) For the purposes of subclause (7)(c) of this clause, “unreasonably” is defined as an employee who can be seen to be damaging their own employment by refusing to multi-skill, and/or the employer can demonstrate significant operational need for the employee to be multi-skilled.

(8) Staff Development Program

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

(9) Employees recalled to work to participate in training

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

- (a) all fares or vehicle expenses incurred in travelling to and from their place of residence to the training;

- (b) time travelled, at ordinary time for part-time and casual employees if such time falls within the spread of ordinary hours for similar fulltime employees, otherwise at overtime rates, and at overtime rates for fulltime employees; and
- (c) time spent at training, at ordinary rate for part-time employees and casual employees if such time falls within the spread of ordinary hours for similar full time employees, otherwise at overtime rates, and at overtime rates for full time employees.

(10) Professional Development Leave: 'Health Professionals'

- (a) This subclause shall apply to employees paid in accordance with subclause (4) of Clause 18. – Salaries and Payment.
- (b) In addition to any other training or development opportunities that may be available under this clause generally, and provided that there will be no reduction in existing conditions, employees who qualify for leave under this subclause shall be entitled to 16 hours paid Professional Development Leave per year.
- (c) The Professional Development Leave shall:
  - (i) be available at the commencement of each year;
  - (ii) not be cumulative year-to-year;
  - (iii) not be converted to payment;
  - (iv) be available for any developmental activity that is relevant to the work of the employee, as agreed with the employer; and
  - (v) be calculated on a proportionate basis for part-time employees.
- (d) Time spent in travelling to and from a professional development event does not count as Professional Development Leave for the purposes of this subclause.

(11) Formal Part-time or Full-time Post Secondary Study

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

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

- (1) The purpose of this clause is to address attraction and retention difficulties, particularly those leading to unmet service needs and/or reduced services, by the most appropriate means available, in an open and transparent manner.
- (2) Attraction, Retention and/or unmet needs difficulties brought to the notice of the parties by employees, the employer, or the Union will be examined by the parties in consultation with the employees concerned, with a view to identifying whether there is a difficulty to be addressed and the strategies for addressing the difficulty identified.

- (3) Strategies for addressing an identified difficulty may include but shall not be limited to any one or combination of: salary allowance; removal allowance; travel assistance; study assistance; family assistance; education assistance; professional development training and support; mentoring; and professional supervision.
- (4) Where the parties agree, an appropriately structured working party will be established to examine the identified difficulty referred to it and report within an agreed timeframe. The review may involve more than one health service and/or a number of callings.
- (5) Where it is agreed that an identified difficulty or difficulties is to be addressed and strategies for addressing the difficulty or difficulties are agreed the proposal will be put forward to the employing and/or approval authority for decision and or implementation as the case may be.
- (6) (a) Any change arising out of this clause will, with appropriate modifications, be introduced in accordance with the provisions of Clause 53. - Consultation / Introduction of Change.
- (b) Any dispute arising out of the application of this clause may be addressed in accordance with the provisions of Clause 58. – Dispute Avoidance and Settlement Procedures.

## 52. MOBILITY

- (1) Employees shall not be appointed exclusively to individual Hospital and Health Service sites of the employer.

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

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

The parties acknowledge that the above considerations can only be properly assessed through consultation. Subject to the particular circumstances of

individual employees, a greater degree of mobility may be expected in regard to higher classified employees.

(3) The parties agree that they will assist in the introduction of this initiative on the following basis.

(a) Temporary Transfer

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

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

(b) Permanent Transfer

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

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

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

(1) For the purposes of this clause:

"Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; significant changes in workload and/or excessive workload; the need for retraining or transfer of employees to other work or locations and restructuring of jobs. Where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

"Consultation" shall mean information sharing and opportunity for discussion on matters relevant to the respective proposed changes and will be conducted in such a way as to enable the Union and employees to contribute to the decision making process. The process of consultation will be as agreed between the parties from time to time and may include the establishment of Change Liaison Groups, provided that, without limiting the rights of the Union in regard to disputes settlement, the final decision of the employer is a matter for the employer.



- (2) The parties are committed to engaging constructively in improving the business performance and working environment in WA Health. Whilst it is acknowledged by the parties that decisions will continue to be made by the employer, which is responsible and accountable to Government by statute for the effective and efficient operation of its business, the parties are committed to effective communication, improvements to the business effectiveness, efficiency and accountability of WA Health and agree as follows.
- (a) Where the employer proposes to make changes likely to significantly affect existing practices, working conditions or employment prospects of employees, the Union and employees affected shall be notified by the employer.
  - (b) Consultation with employees shall occur on proposed changes that will impact directly on the employees.
- (3)
- (a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union.
  - (b) The employer shall consult with the employees affected and the Union, inter alia, the introduction of the changes referred to in this subclause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
  - (c) The consultation shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in subclause (3)(a) of this clause.
  - (d) For the purposes of such consultation, the employer shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The employer shall not be required to disclose confidential information the disclosure of which, would be contrary to employers' interests.

#### **54. REGIONAL TRAINING AND DEVELOPMENT**

- (1) The parties are committed to providing effective workforce management practices and opportunities to staff employed in regional areas.

For the purposes of this clause:

- (a) "Training" includes, but is not limited to the provision of approved, formal instruction by an agency representative or an external provider to one or more employees in order to assist them to undertake a particular role or function, or to enhance their personal skills, knowledge and/or abilities.

- (b) "Development" is the opportunity for an employee to gain on-the-job experience and skills by working in a position other than the employee's substantive position. Development opportunities include, but are not limited to:
    - (i) performance of duties at a higher classification level (Acting);
    - (ii) secondment to another agency at the employee's substantive classification level or at a higher classification level; or
    - (iii) temporary deployment within the same agency at the employee's substantive classification level but where the duties differ from those of the employee's substantive position.
- (2) The employer shall:
- (a) Ensure that regional employees are, as far as reasonably practicable, provided with access to training and development opportunities having regard to that agency's operational requirements and opportunities provided to metropolitan based staff.
  - (b) Ensure that regional employees are offered job related training opportunities within their local area or by agreement, in another location. The employer will cover all costs associated with the training activity.
  - (c) Where employer initiated development opportunities are provided away from the employee's home base, cover costs to the extent of the provisions of Clause 24. - Weekend Absence from Residence and Clause 29. - Relieving or Special Duty.
  - (d) Ensure that registered redeployees located in regional areas are provided career transitional support, including ongoing professional development opportunities.

## **PART 8. UNION REPRESENTATIVES**

### **55. WORKPLACE DELEGATES**

- (1) The employer recognises the right of the HSU to organise and represent its members.
- (2) As representatives of the HSU, workplace delegates have a legitimate role and function in assisting the HSU in the tasks of recruiting members, communicating with those members, representing their interests and providing them with relevant HSU information.
- (3) Where there are agreed procedures and legitimate trained representatives designed to deal with specific issues such as Equal Employment Opportunity and Occupational Health and Safety, where appropriate a workplace delegate shall refer any such issue that arises to the appropriate representative.
- (4) The employer will recognise appointed workplace delegates and will allow them to carry out their role and functions effectively. The role and functions should relate only to the rights and interests of the employees in the workplace. Furthermore, the resulting benefits should be felt by the employees within the particular workplace.

- (5) The number of workplace delegates is to be agreed between the employer and the HSU, taking into consideration the circumstances of the hospital/Health Service and operational requirements. Where agreement is not reached, the parties are to follow Clause 58. - Dispute Avoidance and Settlement Procedures.
- (6) Following the election or appointment of a workplace delegate, the HSU will advise the employer in writing of the name of the new workplace delegate. The workplace delegate will be provided with written credentials by the HSU authorising them to act as a workplace delegate in accordance with the provisions of this clause.
- (7) The employer shall provide the workplace delegate with time off from their normal duties to perform their role, provided such time off is to be taken in consultation with their supervisor, and takes into account operational requirements.
- (8) Subject to the approval of the employer taking into account operational requirements, the employer shall provide workplace delegates with paid leave to attend education courses in accordance with Clause 57. – Trade Union Training Leave.
- (9) Upon request the employer shall notify workplace delegates of the commencement of new employees and, as part of their induction, provide the opportunity for workplace delegates to discuss with the employees the benefits of HSU membership.
- (10) The employer recognises that workplace delegates are not to be threatened or disadvantaged in any way as a result of their role.
- (11) Subject to the prior approval of the employer and taking into account operational requirements, the employer shall allow elected HSU officials and workplace delegates reasonable paid time off at full pay to attend HSU meetings.
- (12) Workplace delegates shall be provided with reasonable access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to filing cabinets, the use of meeting rooms, telephones and e-mail to access HSU members only. Such access to facilities shall be negotiated at Health Service level and shall not unreasonably affect the operation of WA Health.
- (13) Health Service protocols shall apply to the use of all facilities. For example, no electronic communication is to be defamatory or deliberately misleading in nature.
- (14) Workplace delegates shall have the right to display HSU material in the workplace on noticeboards provided by the employer.
- (15) Any dispute concerning the interpretation of this clause should be resolved where possible at hospital/Health Service level in accordance with the provisions of clause 58 - Dispute Avoidance and Settlement Procedures.

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

- (1) (a) The employer shall 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 HSU-nominated representative of the employees is required to attend negotiations and/or conferences between the HSU and employer;
  - (iii) when prior agreement between the HSU and employer has been reached for the employee to attend official HSU meetings preliminary to negotiations or industrial hearings;
  - (iv) who as a HSU-nominated representative of the employees is required to attend joint union/management consultative committees or working parties.
- (b) The granting of leave pursuant to subclause (1)(a) of this clause shall only be approved:
  - (i) where an application for leave has been submitted by an employee a reasonable time in advance;
  - (ii) for the minimum period necessary to enable the HSU business to be conducted or evidence to be given;
  - (iii) for those employees whose attendance is essential;
  - (iv) when the operation of the organisation is not being unduly affected and the convenience of the employer impaired.
- (2)
  - (a) Leave of absence will be granted at the full rate of pay.
  - (b) The employer shall not be liable for any expenses associated with an employee attending to HSU business.
  - (c) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.
- (3)
  - (a) Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for HSU business.
  - (b) An employee shall not be entitled to paid leave to attend HSU business other than as prescribed by this clause.
  - (c) The provisions of this clause shall not apply to special arrangements made between the parties which provide for unpaid leave for employees to conduct HSU business.
- (4) The provisions of this clause shall not apply when an employee is absent from work without the approval of the employer.

**57. TRADE UNION TRAINING LEAVE**

- (1) Subject to the provisions of this clause:

- (a) The employer shall grant paid leave of absence to employees who are nominated by the HSU to attend short courses relevant to the employee's employment or the role of the HSU workplace representative, conducted by and/or on behalf of the HSU.
  - (b) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.
- (2) An employee shall be granted up to a maximum of five days' paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five days and up to ten 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 ten days.
- (3) (a) Leave of absence will be granted at the base rate of pay and shall not include shift allowances, penalty rates or overtime.
- (b) Subject to subclause (3)(a) of this clause shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
- (c) Where a public holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.
- (4) The granting of leave pursuant to the provisions of subclause (1) of this clause is subject to the operation of the organisation not being unduly affected and to the convenience of the employer.
- (5) (a) Any application by an employee shall be submitted to the employer for approval at least four weeks before the commencement of the course, provided that the employer may agree to a lesser period of notice.
- (b) All applications for leave shall be accompanied by a statement from the HSU indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the provider of the course.
- (6) A qualifying period of 12 months in government employment shall be served before an employee is eligible to attend courses or seminars of more than one-half day duration. The employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months' government service.
- (7) (a) The employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.
- (b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

## **PART 9. DISPUTE SETTLEMENT PROCEDURES**

**58. DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES****(1) Preamble**

- (a) Subject to the provisions of the *Industrial Relations Act 1979* and to the *Public Sector Management Act 1994*, any question, grievance, complaint, dispute or difficulty, or any matter raised by the Union or employer and the employees, shall be settled in accordance with the procedures set out herein.
- (b) For the purposes of this clause, "dispute" shall mean any of the matters referred to in subclause (1)(a) of this clause
- (c) No bans, stoppages or limitations will be imposed prior to, or during the time this procedure is being followed.
- (d) This clause in no way limits the rights of the employer, employees and the Union under the Occupational Safety and Health Act 1984 or other related legislation.

**(2) Procedure**

In the event of a dispute, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the Union (or nominee) from intervening to assist in the process:

- (a) Initially the matter should be discussed between the employee and their supervisor/manager;
- (b) If the matter is unable to be resolved through discussions between the employee and their supervisor/manager, the matter should be discussed between the employee, the local employee representative and a representative of the employer as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;
- (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;
- (d) If the matter is not resolved within five working days of the date of notification in subclause (2)(b) of this clause, either party may notify the Secretary of the Union (or nominee), or a representative nominated by the employer of the existence of a dispute or disagreement;
- (e) The Secretary of the Union (or nominee) and a representative nominated by the employer shall confer on the matters notified by the parties within five working days and:
  - (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;
  - (ii) where there is disagreement on any matter and all reasonable attempts have been made to resolve the matter, it may be submitted to the Western Australian Industrial Relation Commission.

(3) Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee the following steps shall be observed:

- (a) In the event that an employee commits a misdemeanour, the employee's immediate supervisor or any other employee so authorised, may exercise the employer's right to reprimand the employee so that the employee understands the nature and implications of their conduct;
- (b) The first two (2) reprimands shall take the form of warnings and, if given verbally, shall be confirmed in writing as soon as practicable after the giving of the reprimand;
- (c) Should it be necessary, for any reason, to reprimand an employee three (3) times in a period not exceeding twelve (12) months continuous service, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with Clause 10 - Contract of Service;
- (d) The employee shall have the right to request representation when being reprimanded in accordance with this subclause;
- (e) The above procedure is meant to preserve the rights of the individual employee, but it shall not, in any way, limit the right of the employer to summarily dismiss an employee for misconduct.

(4) Access to the Western Australian Industrial Relations Commission

The settlement procedures provided by this clause shall be applied to all manner of disputes referred to in subclause (1) of this clause, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.

The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

(5) Provision of Services

The Union recognises that WA Health has a statutory and public responsibility to provide health care services without any avoidable interruptions.

This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the employer.

Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within hospitals.

(6) Industry Wide Issues

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

(7) Definitions

For the purpose of this clause:

"Industry wide issues" include issues affecting more than one work site or claims seeking variations to an award;

"Work site" means, unless otherwise agreed between the parties, the usual place of work of an employee or number of employees covered by this Agreement.

(8) Matters Referred to the Western Australian Industrial Relations Commission

Where any matter is referred to the Western Australian Industrial Relations Commission and the matter is not resolved by conciliation, then the matter remaining in dispute may be resolved by arbitration in accordance with the provisions of the Industrial Relations Act 1979 and the State Wage Principles.



**PART 10. SCHEDULES TO THE AGREEMENT**

**SCHEDULE 1: SIGNATURES OF THE PARTIES TO THE AGREEMENT**

Cheryl Hamill

Signed **Common Seal**

Signed **Common Seal**

4 December 2006

\_\_\_\_\_

\_\_\_\_\_

(Signature)

(Date)

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

Daniel P Hill

Signed **Common Seal**

Signed **Common Seal**

4<sup>th</sup> December 2006

\_\_\_\_\_

\_\_\_\_\_

(Signature)

(Date)

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

Signed by Dr Simon Towler, Acting Director General of Health  
as delegate of the Minister of Health

Signed

Signed

1<sup>st</sup> December 2006

\_\_\_\_\_

\_\_\_\_\_

(Signature)

(Date)

Acting Director General of Health

**SCHEDULE 2: SALARIES**

<b>Level</b>	<b>Salary rate contained in Industrial Agreement No PSA AG4 of 2004</b>	<b>Salary rate effective on and from 1/07/2006</b>	<b>Salary rate effective on and from 1/07/2007</b>
		<b>4.50%</b>	<b>4.00%</b>
<b>Level 1/2</b> under 17 years of age	\$16,420	\$17,159	\$17,845
17 years of age	\$19,173	\$20,036	\$20,837
18 years of age	\$22,381	\$23,388	\$24,324
19 years of age	\$25,903	\$27,069	\$28,152
20 years of age	\$29,091	\$30,400	\$31,616
1/2.1	\$31,957	\$33,395	\$34,731
1/2.2	\$32,894	\$34,374	\$35,749
1/2.3	\$33,825	\$35,347	\$36,761
1/2.4	\$34,756	\$36,320	\$37,773
<b>Level 2</b>			
1/2.5 2.1	\$35,689	\$37,295	\$38,787
1/2.6 2.2	\$36,624	\$38,272	\$39,803
1/2.7 2.3	\$37,699	\$39,395	\$40,971
1/2.8 2.4	\$38,443	\$40,173	\$41,780
1/2.9 2.5	\$39,540	\$41,319	\$42,972
<b>Level 3</b>			
3.1	\$40,838	\$42,676	\$44,383
3.2	\$41,844	\$43,727	\$45,476
3.3	\$42,906	\$44,837	\$46,630
3.4	\$44,598	\$46,605	\$48,469
<b>Level 4</b>			
4.1	\$45,483	\$47,530	\$49,431
4.2	\$46,811	\$48,917	\$50,874
4.3	\$48,188	\$50,356	\$52,371
4.4	\$50,194	\$52,453	\$54,551
<b>Level 5</b>			
5.1	\$51,238	\$53,544	\$55,686
5.2	\$52,672	\$55,042	\$57,244
5.3	\$54,148	\$56,585	\$58,848
5.4	\$55,667	\$58,172	\$60,499
<b>Level 6</b>			
6.1	\$58,593	\$61,230	\$63,679
6.2	\$60,763	\$63,497	\$66,037
6.3	\$63,852	\$66,725	\$69,394
<b>Level 7</b>			
7.1	\$65,502	\$68,450	\$71,188
7.2	\$67,594	\$70,636	\$73,461
7.3	\$69,761	\$72,900	\$75,816
<b>Level 8</b>			

8.1	\$72,929	\$76,211	\$79,259
8.2	\$75,525	\$78,924	\$82,081
<b>Level</b>	<b>Salary rate contained in Industrial Agreement No PSA AG4 of 2004</b>	<b>Salary rate effective on and from 1/07/2006</b>	<b>Salary rate effective on and from 1/07/2007</b>
		<b>4.50%</b>	<b>4.00%</b>
<b>Level 9</b>			
9.1	\$79,454	\$83,029	\$86,350
9.2	\$82,186	\$85,884	\$89,319
<b>Level 10</b>			
10.1	\$85,180	\$89,013	\$92,574
10.2	\$89,993	\$94,043	\$97,805
<b>Level 11</b>			
11.1	\$93,836	\$98,059	\$101,981
11.2	\$97,746	\$102,145	\$106,231
<b>Level 12</b>			
12.1	\$103,105	\$107,745	\$112,055
12.2	\$106,727	\$111,530	\$115,991
12.3	\$110,856	\$115,845	\$120,479
<b>Class 1</b>	\$117,103	\$122,373	\$127,268
<b>Class 2</b>	\$123,349	\$128,900	\$134,056
<b>Class 3</b>	\$129,592	\$135,424	\$140,841
<b>Class 4</b>	\$135,836	\$141,949	\$147,627

**SCHEDULE 3: SALARIES – HEALTH PROFESSIONALS**

<b>Level</b>	<b>Salary rate contained in Industrial Agreement No PSA AG 4 of 2004</b>	<b>Salary rate effective on and from 1/07/2006</b>	<b>Salary rate effective on and from 1/07/2007</b>
		<b>4.50%</b>	<b>4.00%</b>
<b>Level 4/6</b>			
4/6.1	\$45,483	\$47,530	\$49,431
4/6.2	\$48,188	\$50,356	\$52,371
4/6.3	\$51,238	\$53,544	\$55,686
4/6.4	\$54,148	\$56,585	\$58,848
4/6.5	\$58,593	\$61,230	\$63,679
4/6.6	\$63,852	\$66,725	\$69,394
<b>Level 7</b>			
7.1	\$65,502	\$68,450	\$71,188
7.2	\$67,594	\$70,636	\$73,461
7.3	\$69,761	\$72,900	\$75,816
<b>Level 8</b>			
8.1	\$72,929	\$76,211	\$79,259
8.2	\$75,525	\$78,924	\$82,081
<b>Level 9</b>			
9.1	\$79,454	\$83,029	\$86,350
9.2	\$82,186	\$85,884	\$89,319
<b>Level 10</b>			
10.1	\$85,180	\$89,013	\$92,574
10.2	\$89,993	\$94,043	\$97,805
<b>Level 11</b>			
11.1	\$93,836	\$98,059	\$101,981
11.2	\$97,746	\$102,145	\$106,231
<b>Level 12</b>			
12.1	\$103,105	\$107,745	\$112,055
12.2	\$106,727	\$111,530	\$115,991
12.3	\$110,856	\$115,845	\$120,479
<b>Class 1</b>	\$117,103	\$122,373	\$127,268
<b>Class 2</b>	\$123,349	\$128,900	\$134,056
<b>Class 3</b>	\$129,592	\$135,424	\$140,841
<b>Class 4</b>	\$135,836	\$141,949	\$147,627

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

		<u>COLUMN A</u>	<u>COLUMN B</u>	<u>COLUMN C</u>
Item	Particulars	Daily Rate	Daily rate employees with dependents Relieving or Special Duty for period in excess of 42 days (Clause 28 (3)(b)) Transfer Allowance for period in excess of prescribed period (Clause 25 (3))	Daily rate employees without dependents Relieving or Special Duty for period in excess of 42 days (Clause 28 (3) (b))
<b>ALLOWANCE TO MEET INCIDENTAL EXPENSES</b>				
		\$	\$	\$
(1)	WA - South of 26° South Latitude	11.75		
(2)	WA - North of 26° South Latitude	15.40		
(3)	Interstate	15.40		
<b>ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL</b>				
		\$	\$	\$
(4)	WA - Metropolitan Hotel or Motel	210.05	105.00	70.00
(5)	Locality South of 26° South Latitude	168.60	84.30	56.20
(6)	Locality North of 26° South Latitude			
	Broome	284.40	142.20	94.80
	Carnarvon	222.30	111.15	74.10
	Dampier	209.15	104.55	69.70
	Derby	188.40	94.20	62.80
	Exmouth	215.90	107.95	71.95
	Fitzroy Crossing	314.90	157.45	104.95
	Gascoyne Junction	128.90	64.45	42.95
	Halls Creek	265.40	132.70	88.45
	Karratha	364.65	182.30	121.55
	Kununurra	266.80	133.40	88.95
	Marble Bar	179.40	89.70	59.80
	Newman	254.65	127.35	84.90
	Nullagine	189.75	94.90	63.25
	Onslow	207.20	103.60	69.05
	Pannawonica	177.15	88.60	59.05
	Paraburdoo	238.40	119.20	79.45

	Port Hedland	239.70	119.85	79.90
	Roebourne	132.90	66.45	44.30
	Sandfire	160.40	80.20	53.45
	Shark Bay	175.90	87.95	58.65
	Tom Price	219.40	109.70	73.15
	Turkey Creek	175.90	87.95	58.65
	Wickham	323.90	161.95	107.95
	Wyndham	158.90	79.45	52.95
(7)	Interstate - Capital City			
	Sydney	255.65	127.85	85.20
	Melbourne	245.65	122.85	81.90
	Other Capitals	213.15	106.60	71.00
(8)	Interstate - Other than Capital City	168.60	84.30	56.20
ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL				
(9)	WA - South of 26° South Latitude	79.40		
(10)	WA - North of 26° South Latitude	97.70		
(11)	Interstate	97.70		

TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL INVOLVING AN OVERNIGHT STAY WHERE ACCOMMODATION ONLY IS PROVIDED.

(12)	WA - South of 26° South Latitude:		
	Breakfast	14.15	
	Lunch	14.15	
	Dinner	39.40	

(13)	WA - North of 26° South Latitude		
	Breakfast	15.75	
	Lunch	27.70	
	Dinner	38.90	

(14)	Interstate		
	Breakfast	15.75	
	Lunch	27.70	
	Dinner	38.90	

## DEDUCTION FOR NORMAL LIVING EXPENSES (CLAUSE 25 (7(a)))

(15)	Each Adult	22.75
(16)	Each Child	3.90

## MIDDAY MEAL (CLAUSE 23(11))

(17)	Rate per meal	5.50
(18)	Maximum reimbursement per pay period	27.50

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

**SCHEDULE 5: DISTRICT ALLOWANCE**

COLUMN I	COLUMN II	COLUMN III	COLUMN IV
DISTRICT NO.	STANDARD RATE \$ p.a.	EXCEPTIONS TO STANDARD RATE TOWN OR PLACE	\$ p.a
6	4,233	Nil	Nil
5	3,043	Fitzroy Crossing Halls Creek Nullagine Marble Bar Karratha Port Hedland	6,245 4,496 4,651 5,371 3,583 3,334
4	2,614	Warburton Mission Carnarvon Denham Eucla	4,342 1,553 2,416 4,032
3	2,470	Meekatharra Leonora	2,039 2,858
2	2,271	Kalgoorlie/ Boulder Ravensthorpe Esperance	1,019 2,315 1,254
1	Nil	Jerramungup	2,271

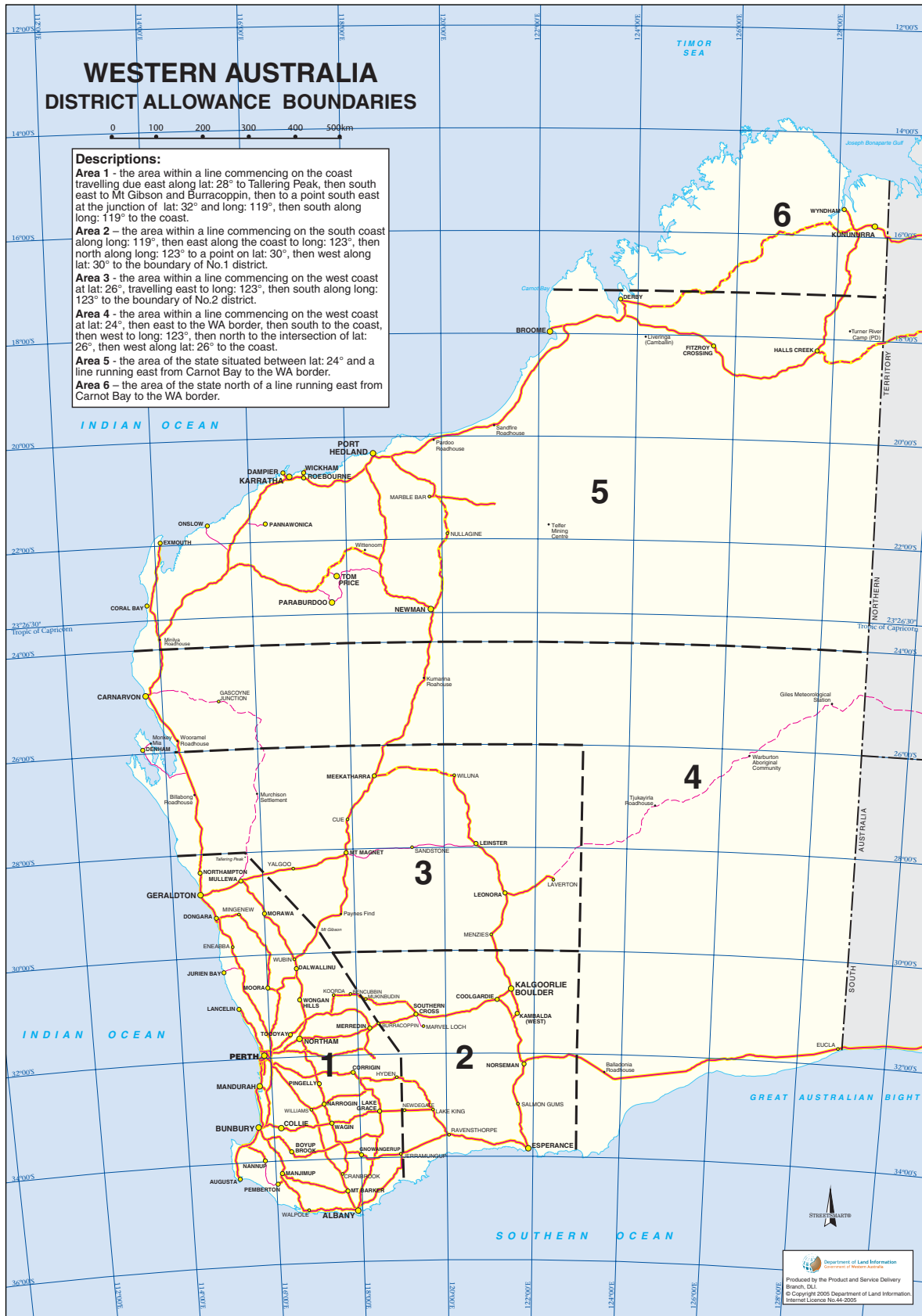
(ix)

(x)

The allowances prescribed in this subclause shall operate from the beginning of the first pay period commencing on or after 1 July 2006.



SCHEDULE 5: DISTRICT ALLOWANCE MAP





**(xi) SCHEDULE 6: MOTOR VEHICLE ALLOWANCE****(1) Requirement to Supply and Maintain a Motor Vehicle**

Area Details	Rate (cents) per kilometre Engine Displacement (in cubic centimetres)		
	Over 2600cc to 2600cc	Over 1600cc and under	1600cc

Metropolitan Area

First 4000 kilometres	149.7	126.6	102.2
Over 4000 up to 8000 kms	61.7	52.7	44.0
Over 8000 up to 16000 kms	32.4	28.1	24.6
Over 16000 kms	34.0	28.8	24.7

South West Land Division

First 4000 kilometres	154.3	130.9	106.4
Over 4000 up to 8000 kms	64.0	54.8	46.0
Over 8000 up to 16000 kms	33.9	29.4	25.8
Over 16000 kms	35.2	29.7	25.5

North of 23.5° South Latitude

First 4000 kilometres	170.9	145.4	118.9
Over 4000 up to 8000 kms	70.3	60.2	50.7
Over 8000 up to 16000 kms	36.7	31.9	28.0
Over 16000 kms	36.3	30.6	26.3

Rest of State

First 4000 kilometres	159.2	134.8	109.2
Over 4000 up to 8000 kms	66.0	56.4	47.2
Over 8000 up to 16000 kms	34.9	30.2	26.5
Over 16000 kms	35.7	30.1	25.9

(xii)

**(2) Voluntary Use of a Motor Vehicle**

Metropolitan Area	69.0	58.9	48.9
South West Land Division	71.5	61.1	51.0
North of 23.5° South Latitude	78.7	67.3	56.4
Rest of the State	73.7	62.9	52.4

(xiii)

**(3) Voluntary Use of a Motor Cycle**

Distance Travelled During a Year on Official Business	Rate Cents per kilometre
Rate per kilometre	23.9

(xiv) SCHEDULE 6: MOTOR VEHICLE ALLOWANCE MAP  
(xv)



(xvi)

SCHEDULE 6: MOTOR VEHICLE ALLOWANCE MAP



**HEALTH SERVICES UNION - WA HEALTH STATE INDUSTRIAL AGREEMENT 2006**

**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

**PARTIES** THE MINISTER FOR HEALTH IN HIS INCORPORATED CAPACITY UNDER S.7 OF THE HOSPITALS AND HEALTH SERVICES ACT 1927 (WA) AS THE HOSPITALS FORMERLY COMPRISED IN THE METROPOLITAN HEALTH SERVICE AND THE WA COUNTRY HEALTH SERVICE

**-and-**

HEALTH SERVICES UNION OF WESTERN AUSTRALIA (UNION OF WORKERS)

**CORAM** PUBLIC SERVICE ARBITRATOR  
COMMISSIONER P E SCOTT

**DATE** WEDNESDAY, 20 DECEMBER 2006

**FILE NO** PSAAG 19 OF 2006

**CITATION NO.** 2006 WAIRC 05856

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**Result** Agreement Registered

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*Order*

HAVING heard Ms C Osnain and with her Mr D Eacott on behalf of the Minister for Health and Ms C Thomas on behalf of the Health Services Union of Western Australia (Union of Workers), and by consent, the Public Service Arbitrator, pursuant to the powers conferred under the Industrial Relations Act 1979, hereby orders:

THAT the Health Services Union – WA Health State Industrial Agreement 2006 in the terms of the following schedule be registered on the 14<sup>th</sup> day of December 2006 and shall replace the Health Services Union – Department of Health – Health Service Salaried Officers State Industrial Agreement 2004 (No. PSAAG 4 of 2004).

COMMISSIONER P E SCOTT  
PUBLIC SERVICE ARBITRATOR