

**WA HEALTH SYSTEM ENGINEERING AND BUILDING SERVICES INDUSTRIAL  
AGREEMENT 2021**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

<b>PARTIES</b>	CHILD AND ADOLESCENT HEALTH SERVICE AND OTHERS	<b>APPLICANTS</b>
	-v-	
	ELECTRICAL TRADES UNION OF WESTERN AUSTRALIA BRANCH AND OTHERS	<b>RESPONDENTS</b>
<b>CORAM</b>	COMMISSIONER T EMMANUEL	
<b>DATE</b>	TUESDAY, 20 APRIL 2021	
<b>FILE NO</b>	AG 3 OF 2021	
<b>CITATION NO.</b>	2021 WAIRC 00106	

<b>Result</b>	Order issued
<b>Representation</b>	
<b>Applicants</b>	Ms J Poon (as agent)
<b>Respondents</b>	Mr A Giddens (as agent) Mr B Bintley (as agent) Ms A Samakovidis (as agent) Ms P Lim (as agent)

*Order*

HAVING heard from Ms J Poon (as agent) on behalf of the applicants and Mr A Giddens, Mr B Bintley, Ms A Samakovidis and Ms P Lim (as agents) on behalf of the respondents, the Commission, pursuant to the powers conferred under the *Industrial Relations Act 1979* (WA), orders –

THAT the agreement made between the parties filed in the Commission on 25 March 2021 entitled *WA Health System Engineering and Building Services Industrial Agreement 2021* attached hereto be registered as an industrial agreement in replacement of the *WA Health System Engineering and Building Services Industrial Agreement 2019* which by operation of s 41 (8) is hereby cancelled.

 **(L.S.) (Sgd.) T. EMMANUEL**  
 COMMISSIONER T EMMANUEL

**WA HEALTH SYSTEM  
ENGINEERING AND BUILDING SERVICES  
INDUSTRIAL AGREEMENT 2021**

## **PART 1 – APPLICATION OF AGREEMENT**

### **1. TITLE**

This Agreement will be known as the WA Health System Engineering and Building Services Industrial Agreement 2021.

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### 3. DEFINITIONS

- 3.1 “Accredited official” means the Secretary or an official of a Union party to this Agreement. In the case of an official, he/she will only be deemed an “accredited official” when the holder for the time being of a certificate signed by the relevant Union Secretary and bearing the Union’s seal.
- 3.2 “Commission” means the Western Australian Industrial Relations Commission and encompasses relevant constituent authorities.
- 3.3 “Construction work” means work on site in or in connection with:
- (a) the construction of a large industrial undertaking or any large civil engineering project;
  - (b) the construction or erection of any multi-storey building; and
  - (c) the construction, erection or alteration of any other building, structure or civil engineering project which the Employer and the Union(s) agree or, in the event of disagreement, which the Commission declares to be construction work for the purpose of this Agreement.
- 3.4 “Continuous service” will include any period during which an employee is on annual leave and/or holidays up to any three calendar months, in which case the period in excess of three months will not be counted as continuous service. In the case of approved periods of absence from work due to workers compensation, the first six months only of any such period will count as continuous service. This definition will not apply to continuous service for the purpose of calculating long service leave.
- 3.5 “Continuous shift worker” means an employee who is contracted to work ordinary hours of duty in accordance with a roster where the employee is rostered for afternoon and/or night shift with day shift as defined in Clause 14 - Shift Work and who may be rostered to work on any of the days of the week that the service operates.
- 3.6 “Day off duty” means a day on which an employee is not rostered to work and for which the employee has no entitlement to pay.
- 3.7 “Employer” means the entities detailed in Clause 4 - Application and Parties Bound.
- 3.8 “HCU” means Health Care Units, which are various discrete operational units within the Employer.
- 3.9 “Metropolitan area” means that area in a radius of 50 kilometres from the Perth City Railway Station.
- 3.10 “Ordinary salary” will mean the appropriate salary rate prescribed in Schedule A – Salaries.
- 3.11 “Parties” means the Employer and the Unions bound by this Agreement.
- 3.12 “Partner” means:
- (i) a person who is legally married to the employee:

- (ii) de facto spouse/partner, which includes a person of either the opposite or the same sex who cohabits with another person as that person's partner on a bona fide domestic basis.
- 3.13 "Redeployment period" means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).
- 3.14 "Registered employee" means a registered employee as defined by section 94(1A) of the *Public Sector Management Act 1994* (WA).
- 3.15 "Registrable employee" means a registrable employee as defined by section 94(1A) of the *Public Sector Management Act 1994* (WA).
- 3.16 "Rostered day off" means the paid day(s) off accruing to an employee resulting from the employee working an average of a 38 hour week and taken in accordance with the agreed roster.
- 3.17 "Suitability" means suitable office, post or position or suitable employment as defined by section 94(6) of the *Public Sector Management Act 1994* (WA) as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).
- 3.18 "Suitable office, post or position", and "Suitable employment" have the meaning given in section 94(6) of the *Public Sector Management Act 1994* (WA) as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).
- 3.19 "Surplus employee" means either a Registrable employee or a Registered employee.
- 3.20 "Suspend" means to suspend the continuance of an employee's Redeployment period in accordance with regulation 29 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (WA).
- 3.21 "Union(s)" means any or all of the union organisations bound by this Agreement.
- 3.22 "WA Health System" means all of the Employers collectively, who are bound by this Agreement.

#### **4. APPLICATION AND PARTIES BOUND**

- 4.1 This Agreement will extend to and bind the employees, Employers and the organisation of employees (Unions) bound by the WA Government Health Services Engineering and Building Services Award 2004.
- 4.2 The Employers party to and bound by this Agreement are the Health Service Providers established pursuant to section 32(1)(b) of the *Health Services Act 2016* (WA) which include:
  - (a) Child and Adolescent Health Service;
  - (b) East Metropolitan Health Service;
  - (c) North Metropolitan Health Service;
  - (d) PathWest Laboratory Medicine WA;
  - (e) Quadriplegic Centre;

- (f) South Metropolitan Health Service; and
- (g) WA Country Health Service.

4.3 The Unions party to and bound by this Agreement are:

- (a) Electrical Trades Union of Western Australia Branch;
- (b) Plumbers and Gasfitters Employees' Union of Australia, West Australian Branch, Industrial Union of Workers;
- (c) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch; and
- (d) Construction, Forestry, Mining and Energy Union of Workers.

4.4 This Agreement will operate throughout the State of Western Australia.

4.5 The estimated number of employees bound by this Agreement at the time of registration is 218.

## **5. TERM OF AGREEMENT**

5.1 This Agreement will operate from the date of registration in accordance with section 41 of the *Industrial Relations Act 1979* (WA) and will expire on 31 December 2022.

5.2 The parties to this Agreement agree to commence negotiations for a replacement Agreement no later than six months prior to the expiry of this Agreement with a view to implementing a replacement agreement operative from 1 January 2023.

## **6. NO EXTRA CLAIMS**

The parties to this Agreement undertake that for the term of this Agreement there will be no salary increases sought other than those provided under the terms of this Agreement.

## **7. RELATIONSHIP WITH AWARDS AND AGREEMENTS**

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

7.2 This Agreement cancels and replaces the WA Health System Engineering and Building Services Industrial Agreement 2019.

7.3 This Agreement is comprehensive and applies to the exclusion of the WA Government Health Services Engineering and Building Services Award 2004.

## **PART 2 – TYPES OF EMPLOYMENT**

### **8. DIRECT AND PERMANENT EMPLOYMENT**

#### **Statement of Government Preference**

8.1 The Western Australian Government recognises that:

- (a) direct employment is the preferred form of engagement, noting this may not be practicable or financially achievable in all circumstances; and
  - (b) permanent employment is the preferred mode of employment for employees covered by this Agreement.
- 8.2 The Employer recognises that casual employment, labour hire and other contract for service arrangements are not the preferred methods for delivery of services, and the Employer will work towards minimising the use of casual employment, labour hire and other contract for service arrangements.
- 8.3 Within 60 days of a request being made in writing, the Employer will provide to the Union the names of the labour hire business used; the functions undertaken; the headcount number of labour hire employees performing the work; and the amount of money paid to each labour hire business.
- 8.4 Prior to engaging or extending the engagement of, a labour hire employee, or otherwise entering into a new or extended labour hire arrangement, the Employer must first consider whether any permanent Surplus employees can undertake the role or duties required. All duties undertaken by labour hire employees will be assessed every three (3) months for the possibility of a Surplus employee instead undertaking the role or duties. If a permanent Surplus employee can undertake the role or duties, they will be offered the employment.
- 8.5 Where more than one appropriate permanent Surplus employee exists, the following hierarchy will apply:
- (a) Internal Surplus employees will be considered first;
  - (b) If there are no suitable internal Surplus employees, Registered employees from other employing authorities will be considered;
  - (c) If there are no suitable Registered employees, Registerable employees from other employing authorities will be considered.

### **Public Sector Delivery of Public Services**

- 8.6 The Government and Employers prefer the delivery of public services to be undertaken by employees.
- 8.7 Nothing in this Agreement limits the Employer from continuing to use contractors where contracts for service are already in place or in exceptional or unviable circumstances to ensure continuity of service provision.
- 8.8 The Employer will review all tender arrangements leading up to their expiry and identify opportunities to return the delivery of those services to the Employer to be carried out by directly employed workers where it is economically viable to do so.
- 8.9 The Employer will notify the Union 18 months prior to the expiry of any tendered contract for services otherwise undertaken by employees covered by the terms of this Agreement and ensure meaningful consultation with the Union.

8.10 Only in exceptional circumstances and following consideration of the public interest, will work or functions currently undertaken by employees by privatised or outsourced. The Employer will notify and consult with the Union in accordance with Clause 53 – Introduction of Change, where the Employer proposed to enter into any new agency hire and other similar contract for service arrangements.

## **9. CONTRACT OF SERVICE**

### **9.1 Modes of Employment**

(a) Appointments will be made in writing. The letter of appointment will include the terms of the employee's appointment and will appoint the employee to a classification under Schedule A - Salaries.

(b) The contract of service will be by the fortnight and, except as provided in subclause 9.1(d), 9.1(f), 9.2(a) and 9.9(a), will be terminable by the giving of two weeks' notice on either side or by the payment or forfeiture, as the case may be, of up to two weeks' salary. Provided that, by agreement between the Employer and employee, the notice or payment prescribed may be varied or waived.

(c) Full Time Employee

A Full Time Employee is an employee who is employed to work an average of 38 hours per week.

(d) Part-time Employees

(i) A part-time employee is an employee regularly employed to work less than an average of 38 ordinary hours per week.

(ii) A part-time employee will be paid on a pro-rata basis according to the hours worked, at the rate of pay for the classification prescribed by this Agreement for the work performed.

(iii) A part-time employee will be entitled to the conditions of employment prescribed by this Agreement for the work performed, on a pro-rata basis.

(e) Fixed Term Employees

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

(A) to cover one-off periods of relief;

(B) to temporarily fill a vacancy during a recruitment process;

(C) for periods of traineeships and cadetships;

(D) if the person is in Australia on a visa with a fixed duration;

(E) to work on a project or program with a finite life;

(F) to fill a position that is subject to external funding;

- (G) to perform work that is seasonal in nature or subject to demand-driven fluctuation; or
- (H) in any other situation agreed between the Employer and union.
- (ii) The contract of service for a fixed term employee will be for the term specified in the employee's letter of appointment.
- (iii) A fixed term employee will be paid the rate of pay for the classification prescribed by this Agreement for the work performed, for the period of the employment.
- (iv) A fixed term employee will be entitled to all the conditions of employment prescribed by this Agreement provided that no provision of, nor anything done, pursuant to this Agreement, will have the effect of extending the term of employment of a temporary employee.
- (f) Casual Employees
  - (i) The minimum period of engagement of a Casual Employee will be three hours on each engagement.
  - (ii) A "Casual Employee" will mean an employee who is engaged to work for not more than five consecutive days.
  - (iii) The casual loading payable is 22% on and from the date of registration of this Agreement and 25% on and from 1 January 2022 in addition to the rates prescribed by Schedule A - Salaries.

## 9.2 Probation

- (a) An employee appointed by an Employer bound by this Agreement, will be on probation for a period not exceeding three months, unless otherwise determined by the Employer. However, employees appointed from within the Western Australian public sector who have prior permanent employment which is continuous, will not be required to serve a probationary period.
- (b) Prior to the expiry of a period of probation, the Employer will:
  - (i) confirm the appointment; or
  - (ii) terminate the services of the employee.

Provided that, prior to the expiry of the initial three month period of probation, an Employer may extend an employee's period of probation for a further period not exceeding three months' duration, but where this occurs, the Employer will notify the employee in writing of the extension and the reasons therefore.

- (c) At any time during a period of probation the Employer may annul the appointment and terminate the services of the employee. During a period of probation, the contract of service will be by the week and will be terminable by the giving of one weeks' notice on either side or by the payment or forfeiture, as the case may be, of up to one weeks' salary.

- 9.3 Employees may be directed to perform any job within their area of expertise and scope of activity up to and at the classification level to which they are appointed provided that they have the necessary skills and competencies.
- 9.4 The Employer is entitled to deduct payment for any day or part thereof where the employee does not perform all duties as directed, consistent with the employee's classification, unless such non-performance is authorised in writing by the Employer.
- 9.5 Provision of Work
- (a) An employee if rostered, and presenting for work is not required, will be entitled to a minimum of eight hours' at ordinary rates and appropriate allowances as prescribed by Clause 21 - Fares and Travelling Allowances.
  - (b) This subclause will not apply if an employee is not required by reason of inclement weather, in which case subclause 9.6 - Inclement Weather (as varied from time to time) will apply. Subclause 9.6 is derived from the provisions of Clause 16 – Inclement Weather of the Building Trades Award No. 31 of 1966.
- 9.6 Inclement Weather
- (a) Weather will not be regarded as inclement for the purposes of this clause unless the Employer and the employee, agree it will be so regarded. Failing such agreement, the weather will not be regarded as inclement, work will continue, and employees will not be entitled to payment.
  - (b) Any intermission of work owing to inclement weather, will immediately cease and work will be immediately resumed on the Employer calling for a resumption of work.
  - (c) The intermission of work by employees who would be exposed to or working in inclement weather, so regarded in accordance with this clause, will not be a ground for intermission of work in places where employees are not so exposed to or are not called upon by the Employer to work in such inclement weather.
  - (d) Notwithstanding the provisions of subclause 9.8, an employee (other than a casual employee) will be paid at ordinary rates for time lost through inclement weather, subject to payment for ordinary hours under this clause being limited to eight hours' ordinary pay in any one week of employment.
- 9.7 An employee will be guaranteed a full week's work provided that the Employer is entitled to deduct payment for any day or part thereof where:
- (a) an employee cannot be usefully employed due to strike action by any union or association, provided that employees who are required to attend for work and do so attend as required on any day, will be paid a minimum of one day's pay at ordinary rates;
  - (b) an employee is unable to work due to the breakdown of the Employer's machinery or through any stoppage of work by any cause which the Employer cannot reasonably prevent.

Provided that, in the case of wet weather, the decision as to whether it is too wet to work will rest with the Employer, however, wet weather will not affect an employee's entitlement to payment.

- (c) An employee not paid in accordance with subclause 9.7(a) or 9.7(b) will not lose benefits which the employee would ordinarily attract under this Agreement, provided that the employee resumes work as required after the stand down, and provided that the employee will not be entitled to payment for any public holiday occurring during the period of the stand down where the stand down occurs under subclause 9.7(a).

9.8 The Employer will be under no obligation to pay for any day or portion of a day not worked on which the employee is required to present him/herself for duty and does not, except where the absence is due to illness and comes within the provisions of Clause 30 - Personal Leave or the absence is due to approved leave to which the employee is entitled under the provisions of this Agreement.

9.9 Termination of Employment

- (a) Period of Notice

Subject to subclause 9.1 and 9.9(c), the Employer must not terminate an employee's employment unless the following periods of notice are given or an employee is paid compensation in lieu of notice. Provided that, by agreement between the Employer and employee, the notice or payment prescribed may be varied or waived. This requirement to pay notice does not apply to apprentices, casuals, or persons employed for a specified period of time.

Period of continuous service with the Employer	Period of Notice
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (b) The period of notice prescribed in subclause 9.9(a) is increased by one week if the employee is over 45 years old and has completed at least 2 years continuous service with the Employer, at the end of the day the notice is given.
- (c) This clause does not affect the Employer's right to dismiss an employee for misconduct and an employee so dismissed will be paid salary up to the time of dismissal only.

9.10 Written Statements

- (a) A dismissed employee may request in writing, a written statement from the Employer detailing the reason(s) for termination. The Employer will provide such statement within 14 days of receipt of the request. Provided that in the case of dismissal for misconduct, the reason for such dismissal must be given in writing.
- (b) A dismissed employee may make a written request to the Employer for a statement of service. The Employer will provide such statement within three working days following receipt of the request.

## 10. REVIEW OF FIXED TERM AND CASUAL EMPLOYMENT

- 10.1. (a) The Government recognises that fixed term contract and casual employment are required to allow flexibility in appropriate circumstances for both employers and employees. The Employer will work towards minimising the use of these modes of employment so far as practicable, including by complying with this clause.
- (b) The review mechanisms and processes detailed in subclauses 10.2 and 10.3 are to be reviewed by the parties over the life of this Agreement.

### 10.2 Review – Fixed Term Contract of Employment

- (a) For the purposes of this subclause:
- (i) an “eligible fixed term employee” is a fixed term employee:
- (A) who has completed two or more years of service in the same or a similar role under one or more fixed term contracts with the same Employer without a break in service; and
- (B) has a documented record of satisfactory performance in their role.
- (ii) a “break in service” is a break between contracts of more than two weeks, attributable to fluctuating demand or business need, or taken at the request of the employee.

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

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

- (b) An Employer must, no later than three months after:
- (i) the date on which an employee became an eligible fixed term employee;
- (ii) for an employee who is an eligible fixed term employee on the date of registration of this Agreement – that date; and
- (iii) for an employee who continues to be employed on a fixed term contract in the same or a similar role without a break in service – each second anniversary of the date referred to in subclauses 10.2(b)(i) or 10.2(b)(ii);

review the contract and the actual circumstances of the work being performed by the employee at the time of the review to determine whether the fixed term employment meets a circumstance listed in subclause 9.1(e)(i).

- (c) If, after carrying out a review referred to in subclause 10.2(b), the Employer determines the fixed term employment does not meet a circumstance listed in

subclause 9.1(e)(i), the Employer must appoint the employee permanently to the same position at their current FTE.

- (d) The requirement at subclause 10.2(c) does not apply if the Chief Executive (CE), or CE's delegate, of the relevant Employer certifies in writing that the role performed by the fixed term employee can no longer be funded from within the Employer's approved salary expense limits.
- (e) If, after carrying out a review referred to in subclause 10.2(b), the Employer determines the fixed term contract meets a circumstance listed in subclause 9.1(e)(i), the Employer must give the employee in writing no later than two weeks after the date of completing the review:
  - (i) a statement of the review outcome and the reasons for it; and
  - (ii) a plain-language summary of an Employer's obligations under this subclause to appoint eligible fixed term employees to permanent employment, and the actions the employee can take if they disagree with the review outcome.
- (f) For the purposes of subclause 10.2(b), if an eligible fixed term employee is employed under multiple fixed term contracts with the same Employer, each contract and the circumstances of the work being performed under it is to be reviewed individually.

### 10.3 Review – Casual Employment

- (a) An Employer may only engage a person as a casual employee in the following circumstances:
  - (i) if the hours and patterns of work fluctuate substantially and are not regular and systematic; and
  - (ii) hourly, for a period of up to 5 consecutive days in each engagement; or
  - (iii) in any other situation agreed between the Employer and the Union.
- (b) For the purposes of this subclause:
  - (i) an 'eligible casual employee' is an employee described as a casual employee who:
    - (A) has completed two or more years of service with the same Employer in the same or a similar role without a break in service; and
    - (B) has a record of satisfactory performance in their role.
  - (ii) a 'break in service' is a period of more than 30 days during which a person is not engaged by the Employer to perform work, attributable to fluctuating demand or business need or taken at the request of the employee.

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

- (c) The Employer must review the circumstances of an eligible casual employee's engagement to determine whether or not they meet a circumstance described in subclause 10.3(a) no later than three months after:
  - (i) the date on which the employee completes two years of service with the same Employer in a same or similar role without a break in service;
  - (ii) for an employee who is an eligible casual employee on the date of registration of this Agreement – that date; and
  - (iii) for an employee who has continued to be engaged as a casual employee without a break in service – each second anniversary of the date referred to in subclauses 10.3(c)(i) or 10.3(c)(ii).
- (d) If, after carrying out a review referred to in subclause 10.3(c) above, the Employer determines an employee's engagement does not meet a circumstance listed in subclause 10.3(a), the Employer must:
  - (i) establish a new permanent position reflecting the duties of the casual role at the FTE equivalent to the average hours worked by the employee for the preceding six months, unless:
    - (A) the CE (or delegate) of the relevant Employer certifies in writing that the role performed by the employee:
      - has been wholly or substantially externally funded and the funding source will no longer be available; or
      - can no longer be funded from within the Employer's approved salary expense limits;
    - (B) the average weekly hours worked by the employee for the preceding six months are less than the minimum shift hours allowed to be worked by a permanent employee under this Agreement; and
  - (ii) no later than two weeks after the date of the review:
    - (A) advise the employee in writing of the review outcome and the reasons for it; and
    - (B) if the Employer has established a new position, and unless a circumstance in subclause 10.3(e) applies, offer the employee permanent appointment to the newly established position.
- (e) The employee whose engagement is the subject of a review resulting in the establishment of a new position is entitled to be appointed permanently to the position unless the employee is in Australia on a visa with a fixed duration.
- (f) If, after carrying out a review referred to in subclause 10.3(c), the Employer determines the casual engagement meets a circumstance described in subclause 10.3(a), the Employer must give the employee in writing no later than two weeks after the date of completing the review:
  - (i) a statement of the review outcome and the reasons for it; and
  - (ii) a plain-language summary of an Employer's obligations under this clause to establish permanent positions where employees have been working regular

and systematic hours over a qualifying two-year period, and the actions the employee can take if they disagree with the review outcome.

- (g) If an employee does not accept an offer of permanent employment, the Employer may (at the Employer's discretion) continue to engage the employee as a casual employee in a different position, subject to the requirements of subclause 10.3(a).

## 11. SUPPORTED WAGE EMPLOYMENT

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

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

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

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

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

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

- (b) Eligibility Criteria

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

- (ii) The clause does not apply to any existing employee who has a claim against the Employer which is subject to the provisions of worker's compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

- (iii) The clause also does not apply to Employers in respect of their facility, program, undertaking, services or the like which receives funding under the *Disability Services Act 1993* (WA) and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension.

- (c) Supported Wage Rates

Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the

person is performing according to the following schedule:

Assessed Capacity (subclause 11.1(d))	% of Prescribed Agreement Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable will be not less than the amount prescribed by the relevant authority).

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

(d) Assessment of Capacity

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

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

(e) Lodgement of Assessment Instrument

- (i) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the employee, will be lodged by the Employer with the Registrar of the Commission.
- (ii) All assessment instruments will be agreed and signed by the parties to the assessment, provided that where a union which is party to the Agreement, is not a party to the assessment, it will be referred by the Registrar to the Union by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

(f) Review of Assessment

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

(g) Other Terms and Conditions of Employment

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

(h) Workplace Adjustment

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

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an Employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- (iii) The minimum amount payable to the employee during the trial period will be no less than the amount prescribed by the relevant authority
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the Employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under subclause 11.1(i)(ii).

## **PART 3 – HOURS OF WORK**

### **12. HOURS OF WORK AND ROSTERING**

- 12.1 Ordinary hours of work will be an average of 38 hours per week.
- 12.2 Ordinary hours of work will be worked as rostered, between 0600 hours and 1800 hours Monday to Friday, in 5 consecutive shifts of 7 hours and 36 minutes (exclusive of meal breaks).
- 12.3 The roster will be established and maintained by the Employer in accordance with the operational requirements of the Employer after consultation with the employees to whom the rosters apply.
- 12.4 The roster will be posted on each occasion at least 48 hours before it comes into operation, in a convenient place where it can be readily seen by the employees concerned.

12.5 Rostered work outside of the ordinary hours of work will attract the relevant shift penalties. Unrostered work will attract the relevant overtime provisions.

12.6 Meal Breaks and Tea Breaks

- (a) An employee will take one unpaid meal break as near as reasonably practicable to the middle of each rostered shift. Meal breaks will be not less than 30 minutes and not more than 90 minutes in duration. Travelling time taken to reach the staff facility at which the meal break is taken will not exceed 10 minutes including “wash-up” time between the time of downing tools and commencing the meal break. Travelling time taken to return to the job and commence work after the completion of the meal break will not exceed 5 minutes.
- (b) An employee may take one paid refreshment break prior to the unpaid meal break and one paid refreshment after the unpaid meal break. Refreshment breaks will be taken on the job or at the staff facility closest to the location the employee is working and, in any event, will not exceed 10 minutes including “wash-up” time between the time of downing tools and resuming work.
- (c) An employee may determine the commencement time of refreshment breaks and the time and duration of the meal break provided that the timing and/or duration of the breaks do not interrupt the near completion of work, interfere with the completion of urgent work, interfere with the rectification of a breakdown of plant, or interfere with routine maintenance of plant which can only be done while such plant is idle.
- (d) Notwithstanding subclause (c) the Employer may from time to time roster meal and refreshment breaks if it is necessary for work to continue uninterrupted. Where the Employer so rosters the meal and refreshment breaks and an employee works in excess of six hours without a meal break the employee will be paid at overtime rates for the time worked in excess of six hours, until released from duty to commence the meal break.

12.7 Nothing in this Agreement will prevent the Parties from agreeing to alternative arrangements to regulate ordinary hours of work and rostering.

12.8 Notwithstanding the provisions of this clause ordinary hours of work may, by agreement between the Employer and employees, be worked as rostered in accordance with one of the following cycles:

(a) Nine day fortnight

(i) Rostered Day Off

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

The following provisions will apply to an employee working under this arrangement:

- (1) Each employee will be allowed one rostered day off each fortnight in accordance with a roster prepared by the Employer showing days and hours of duty and rostered days off for each employee.

A rostered day off will be the first or last day of the week unless the

Employer determines otherwise following consultation with the employees affected.

The Parties agree that where demonstrated operational efficiencies are achievable by programming rostered days off differently (i.e. over any combination of days of the week) a change to rostered days off can be implemented with the giving of reasonable notice.

Any dispute arising from the operation of this clause will be addressed in accordance with Clause 60 - Dispute Resolution.

In the event of a dispute normal rostering will continue whilst the dispute resolution procedure is followed.

(2) Annual Leave and Public Holidays

A 4 week annual leave entitlement is equivalent to 152 hours, the equivalent of eighteen rostered working days of 8 hours 27 minutes, and 2 rostered days off.

For the purposes of annual leave, a day will be credited as 8 hours 27 minutes.

(3) Overtime

The provisions of the relevant overtime clause, will apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time, as rostered.

(4) Study Leave

Credits for Study Leave will be given for educational commitments falling due between an employee's nominated starting and finishing times.

(b) 19 day month

Actual hours of 152 hours as rostered over four weeks with the twentieth day to be taken as an unpaid rostered day off. The following provisions will apply to an employee working under this arrangement:

(i) Rostered Day Off

Each employee will be allowed one rostered day off each four week cycle in accordance with a roster prepared by the Employer showing days and hours of duty and rostered days off for each employee. A rostered day off will be the first or last day of the week unless the Employer determines otherwise following consultation with the employees affected.

The Parties agree that where demonstrated operational efficiencies are achievable by programming rostered days off differently (i.e. over any combination of days of the week) a change to rostered days off can be implemented with the giving of reasonable notice.

Any dispute arising from the operation of this clause will be addressed in accordance with Clause 60 - Dispute Resolution of this Agreement.

In the event of a dispute normal rostering will continue whilst the dispute resolution procedure is followed.

(ii) Leave and Public Holidays.

A 4 week annual leave entitlement is equivalent to 152 hours, the equivalent to 19 rostered working days of 8 hours, and one rostered day off.

For the purposes of annual leave, a day will be credited as 8 hours.

(iii) Overtime

The provisions of the relevant overtime clause, will apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time, as rostered.

(iv) Study Leave

Credits for Study Leave will be given for educational commitments falling due between and employee's nominated starting and finishing times.

(c) The Employer will not withdraw from an agreement for ordinary hours to be worked in accordance with this subclause without prior consultation pursuant to Clause 53 - Introduction of Change.

## 12.9 Flexitime

Notwithstanding the provisions of this clause, flexitime may be worked by agreement between the Employer and employee(s). All provisions of the Agreement continue to apply except where inconsistent with these provisions.

(a) The working of flexitime arrangements will be subject to the following:

(i) The Employer will be responsible for authorising a flexitime roster. The roster will indicate minimum staffing requirements, any parameters relating to starting and finishing times, lunch break coverage and flexileave, the minimum operation parameters (MOPs).

(ii) The MOPs will be prepared after consultation with the employees to whom the roster applies.

(iii) Subject to subclause 12.9(a)(ii), MOPs may be varied to accommodate operational requirements.

(b) Subject to there being work available to be done and subject to the employee being capable of undertaking the available work, an employee may select their own starting and finishing times within the parameters from time to time specified by the Employer. In the absence of such specification the following parameters will apply:

(i) Commencement of shift: 0600 to 0930 hours.

(ii) Minimum lunch break of 30 minutes to be taken within 6 hours of commencing work on any day.

(iii) End of Shift: 1500 to 1930 hours.

(c) Hours of Duty

The ordinary hours of duty may be an average of 8 hours and 30 minutes per day, which may be worked with flexible commencement and finishing times in accordance with this clause, provided that:

(i) An average of 38 hours per week will be worked.

(ii) The maximum number of hours that can be worked on any day will be 10 hours.

(iii) The minimum number of hours that can be worked on any day will be four hours.

(iv) At no point will credit hours exceed 76 hours.

(v) At no point will debit hours exceed 15 hours and 12 minutes.

(vi) The ordinary hours of duty will be worked on Monday to Friday, unless agreed otherwise from time to time.

(vii) The settlement period will be four weeks, commencing at the beginning of a pay cycle.

(d) Credit Hours

(i) Credit hours worked in excess of the average of 38 hours per week to a maximum of 76 hours, are permitted at the end of each settlement period. Credit hours will be carried forward to the next settlement period.

(ii) Where an employee has credit hours in excess of 76 hours at the end of a settlement period, the employee will have one settlement period to reduce the credit hours to 76 hours. If the employee does not reduce the credit hours to at least 76 hours within the settlement period, the Employer may roster the employee off duty during the subsequent settlement period to bring credit hours down to 76 hours.

(iii) Where the credit hours of an employee are regularly in excess of 76 hours, the Employer may require the employee to revert to working rostered shifts.

(iv) Ordinarily, credit hours will be accessed as half days or single days off.

(v) Employees will be able to nominate the days upon which they will access their credit time, provided the nominated days accommodate the MOPs and provided the nominated days may be cancelled by the Employer in response to operational necessity.

- (vi) The maximum number of days (or equivalent half days) which may be taken off in any settlement period will be four days (inclusive of days taken off by way of the nine day fortnight), except by agreement.
- (e) Debit Hours
- (i) Debit hours below the required average of 38 hours per week to a maximum of 15 hours and 12 minutes are permitted at the end of a settlement period. Debit hours will be carried forward to the next settlement period.
  - (ii) Where an employee has debit hours in excess of 15 hours and 12 minutes, the employee will have one settlement period to reduce the debit hours to at least 15 hours and 12 minutes. If the employee does not reduce the debit hours to at least 15 hours and 12 minutes within the settlement period, the Employer may roster the employee on duty for the regular rostered day off without penalty to the Employer, to bring debit hours up to 15 hours and 12 minutes.
  - (iii) Where the debit hours of an employee are regularly in excess of 15 hours and 12 minutes, the Employer may require the employee to revert to working rostered shifts.
- (f) Termination of Employment
- (i) Once an employee tenders notice of resignation, the employee will not work additional credit hours, other than where the employee's hours are in debit, except by agreement. Credit hours accrued after notice of resignation is tendered will not be paid out to an employee, except where the hours are worked by agreement.
  - (ii) On termination, credit hours to a maximum of 76 hours will be paid out. Credit hours in excess of 76 will only be paid out in the instance where the employee has not been allowed by the Employer to clear it during the notice period.
  - (iii) On termination, debit hours will be deducted from the employee's final pay.
- (g) Rostered Shifts
- (i) Where an employee has been instructed to work a rostered shift, the appropriate overtime provisions will apply after 8 hours and 30 minutes of ordinary hours of work are worked on any day.
  - (ii) An employee will be given not less than 48 hours notice by the Employer of the requirement to work a rostered shift.
  - (iii) Where less than the required notice is provided, an employee will be credited with one additional hour of credit.
  - (iv) Notwithstanding the provisions of this subclause, the Employer will endeavour to provide staff with as much notice as possible of the requirement to work a rostered shift.
- (h) All employees are required to record their daily hours of work on flex sheets. At the end of each settlement period, flex sheets are to be verified by the Supervisor. Flex

sheets will be kept in a central location. Past flex sheets will be maintained by the Department and available for inspection by any person authorised to inspect them.

(i) Nothing in this clause will alter the Employer's pre-existing rights to determine work arrangements and the manner in which work is undertaken to suit the operational requirements of the Employer, including the making of provisions for attendance of employees for duty on Saturdays, Sundays or public holidays, the performance of shift work or the cancellation of flexible working hours, as provided for by the Agreement.

(j) For the purposes of this clause:

“Rostered shift” will mean any shift of 8 hours and 30 minutes of ordinary hours, the starting and finishing times of which are specified by the Employer, which the Employer instructs the employee to work.

### **13. OVERTIME**

#### **13.1 Overtime Rate**

(a) Work required by the Employer to be performed outside of the ordinary hours of work, will be paid for at the overtime rates of:

(i) Double time and a half when carried out on a public holiday;

(ii) Double time when carried out after 1200 hours on a Saturday, or any time on a Sunday; or

(iii) Time and a half for the first two hours and double time thereafter at any other time.

(b) Overtime on shift work will be based on the rate payable for shift work.

(c) On the request of an employee, the Employer may grant time off in lieu of payment for overtime. Time of in lieu will be proportionate to the payment to which the employee is otherwise entitled.

(d) The allocation of overtime will not be made on the basis of an employee's preference for payment or time off in lieu.

13.2 The provisions of this clause do not operate so as to require payment of more than double time rates, or double time and a half on a public holiday prescribed under this Agreement.

13.3 Each day stands alone in calculating overtime but if overtime continues beyond midnight on any day, time worked after midnight will be deemed part of the previous day's work.

(a) An employee on overtime duty is entitled, where practicable, to have a minimum break of 10 hours before recommencing work on successive days.

(b) An employee will be paid at ordinary time for any rostered ordinary hours which fall while a 10 hour break is being observed.

(c) Where an employee is directed by the Employer to recommence work after less than a 10 hour break, the employee will be paid at the rate of double time for all time

worked thereafter until released from duty. The employee will be entitled to be absent until 10 hours off duty are observed.

- (d) For shift employees the period of 10 hours will be reduced to 8 hours when overtime worked:
  - (i) is due to a private arrangement between employees, or
  - (ii) is due to a shift employee not reporting for duty, or
  - (iii) is for the purpose of changing shift rosters.
- (e) This subclause does not apply where overtime is worked as a result of a recall and actual time worked is less than three hours on such recall or on each of such recalls.
- (f) This subclause will not apply to casuals.

13.4 An employee who is recalled to work after leaving the workplace at the end of the shift will be paid a minimum of three hours at the relevant overtime rates. Time reasonably spent in getting to and from work will be counted as time worked. An employee will be paid in excess of the minimum of three hours where the addition of the time worked and the time spent travelling to and from work exceeds a total of three hours.

13.5 Employees in areas as agreed between the Parties may be rostered for stand by duty outside of the ordinary hours of work. In addition to any payment due under this Agreement for any overtime worked, each employee rostered for stand by duty will be paid:

- (a) three hours pay at ordinary rates if rostered on any day Monday to Friday inclusive or if stand by rates are applicable on a rostered day off.
- (b) four hours pay at ordinary rates if rostered on a Saturday or a Sunday.
- (c) three hours pay at ordinary rates plus a day in lieu if rostered on a public holiday.

Provided that alternative arrangements may be agreed upon in writing, between the parties.

13.6 Work on a Rostered Day Off

- (a) An employee required to work on a rostered day off will be re-rostered for another day off at a mutually convenient time, in lieu of overtime rates prescribed in this clause.
- (b) Provided that, should the Employer and employee so agree, the time involved may be treated and paid as overtime in accordance with the other provisions of this clause.
- (c) Provided further, that the employee will be paid in accordance with the call out provisions of this subclause where called out on a rostered day off and required to work for less than one complete day.

13.7 Meal Breaks During Overtime

- (a) An employee required to work two hours or more overtime continuous with their rostered hours, which necessitates taking a meal break, will be paid a meal allowance of \$14.95 for each meal so required or may be provided with a meal ticket.

Provided that this subclause will not apply to an employee notified on the previous day of the requirement to work such overtime.

- (b) Where an employee so notified provides themselves with a meal and subsequently is not required to work overtime or is required to work less overtime than the period notified, the employee will be paid for each meal provided and not the required the amount prescribed in subclause 13.7(a).

### 13.8 Overtime for Apprentices

- (a) Apprentices under 18 years of age will not be required to work overtime or shift work unless the employee so desires.
- (b) Apprentices will not, except in an emergency, work or be required to work overtime or shift work at times which would prevent attendance at Technical School, as required by any statute, award or regulation applicable to the apprentice.

13.9 When an employee, after having worked overtime and/or shifts for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the Employer will provide conveyance to the employee's home or the nearest public transport.

- (a) The Employer may require any employee to work reasonable overtime at overtime rates.
- (b) Unions party to this Agreement, and/or employees covered by this Agreement, will not in any way, directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this clause.

## 14. SHIFT WORK

14.1 Notwithstanding any other provision of this Agreement, shift work may be worked as rostered, but where the shift work is to be regular rostered shiftwork, the Employer will notify the relevant Union party to this Agreement.

### 14.2 Shift Penalties

- (a) For the purposes of this subclause:
  - (i) "Afternoon shift" will mean a shift which commences at or after 1200 hours and before 1800 hours. Provided that an afternoon shift will not mean a shift which commences at or after 1200 hours and is completed at or before 1800 hours on that day.
  - (ii) "Night shift" will mean a shift which commences at or after 1800 hours and before 0600 hours.
- (b) Shift Penalty Rates
  - (i) An employee when working on afternoon shift will be paid a loading of 15% of the hourly rate for the classification in which the employee is employed.

- (ii) An employee when working on night shift will be paid a loading of 20% of the hourly rate for the classification in which the employee is employed.
- (c) Subject to the provisions of this Agreement all work performed on a rostered shift, when the major portion of the shift falls on a Saturday, Sunday or a public holiday, will be paid for as follows :-
  - (i) Saturday - at the rate of time and one half.
  - (ii) Sunday - at the rate of time and three quarters.
  - (iii) Public Holidays - at the rate of double time and a half.
  - (iv) These rates will be paid in lieu of the shift allowance prescribed in subclauses 14.2(a) and 14.2(b) of this clause.
- (d) Where an employee who is not regularly rostered to work afternoon, night or public holiday shifts, but is occasionally required to work such shifts, these shifts will attract the following penalty rates:
  - (i) Monday to Friday - at the rate of time and one half for the first two hours and double time thereafter.
  - (ii) Saturday and Sunday - at the rate of double time.
  - (iii) These penalty rates will be paid in lieu of the shift allowance prescribed in subclauses 14.2(a), 14.2(b) and 14.2(c).

This provision does not apply to a regular shift worker who works in accordance with a defined roster.

- (e) Time worked in excess of the ordinary working hours will be paid for at ordinary rates:
  - (i) If it is due to private arrangements between the employees themselves; or
  - (ii) If it does not exceed two hours and is due to a relieving person not coming on duty at the proper time; or
  - (iii) If it is for the purpose of effecting the customary rotation of shifts.

### 14.3 Shift Rostering

- (a) Broken shifts will not be worked.
- (b) An employee changing to or from night and day duty will be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- (c) Each employee will be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, days off will be consecutive and will not be preceded by a night shift unless the employee is rostered to work an evening or night shift immediately following rostered days off.

- (d) An employee changing from evening duty to day duty will not be required to commence until a period of 9.5 hours has elapsed since ceasing evening duty.
- (e) An employee other than one engaged to work part-time will not be required to work a combination of shifts exceeding all night, day or evening shifts or both day and evening shifts in either the first or second week of the roster.
- (f) The employee's roster of working hours will be exhibited and will be readily available to employees and/or their nominated representative.
- (g) Where practicable, an employee's ordinary hours of work will not be rostered over more than 6 consecutive days. No employee will be rostered to work more than 10 duties over a fortnightly period. In the case of employees working 10 hour night shifts a maximum of 5 consecutive shifts may be worked unless the employee requests and the Employer approves such a request. No employee will be required to work more than eight 10 hour shifts in any one fortnightly period.

## **PART 4 – RATES OF PAY**

### **15. PAYMENT OF SALARIES**

#### 15.1 Payment of Salaries

- (a) Each employee will be paid the annual salary, proportionate to hours worked, prescribed for his or her classification in Schedule A - Salaries.
  - (i) The weekly rate of pay will be calculated by dividing the prescribed annual salary by 52.1666.
  - (ii) The hourly rate of pay will be calculated by dividing the weekly rate of pay by 38.
- (b) Employee's annual salary will be paid in equal fortnightly instalments by direct funds transfer into an account nominated by the employee at an approved bank, building society or credit union.
- (c) Where exceptional circumstances exist and direct funds transfer is impractical, by agreement between the Employer and employee, payment by cheque may be made.

#### 15.2 Deductions

- (a) Deductions for income tax, superannuation and such other purposes as may be prescribed by law, will be made automatically from the employee's pay.
- (b) Where the Employer and employee agree in writing, deductions for any other purpose may be made. The Employer may withdraw from any such agreement with four weeks' notice. The employee may direct that any such deductions will cease with one clear pay periods notice.

#### 15.3 Payment on Ceasing Employment

When an employee ceases employment before the usual pay day, the employee will be paid his/her final pay by direct funds transfer into the employee's nominated account, within 14 days of the date the employee ceases work.

15.4 Employees who ceased employment prior to the date of registration of this Agreement are not entitled to wage increases under this Agreement.

## 16. APPRENTICES

16.1 Apprentices may be taken in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) tradespersons and will not be taken in excess of that ratio unless -

- (a) The Union or Unions concerned so agree; or
- (b) The Commission so determines.

16.2 Where an apprentice's rostered day off duty as prescribed in Clause 12 - Hours of Work and Rostering falls within a period of block release, an alternative rostered day off will be arranged at a mutually convenient time.

16.3 Salary

Term	Percentage of Tradesperson's Rate
(a) Four year term -	
First year	42
Second year	55
Third year	75
Fourth year	88
(b) Three and a half year term -	
First six months	42
Next year	55
Next following year	75
Final year	88
(c) Three year term -	
First year	55
Second year	75
Third year	88
(d) The Tradesperson's rate is the rate applicable to a Hospital Maintenance Technician Level 5 under this Agreement.	

16.4 Notwithstanding any other provision of this Agreement, an apprentice 21 years of age or over will not be paid less than 75% of the Tradesperson's rate.

16.5 If, through no fault of their own, an apprentice fails to attend a period of training in any week, fortnight or year as prescribed that period will be made up during the final year of the apprenticeship if the Employer and the training authority so arrange.

16.6 An apprentice will be released to attend vocational classes or classes of instruction in accordance with the *Vocational Education and Training Act 1996* (WA), the *Vocational Education and Training (General) Regulations 2009* (WA) or the Training Contract as the case requires. Apprentices will be paid the ordinary salary they would otherwise have been paid during the period they are released from work.

16.7 The provisions of this Agreement will be read in conjunction with the *Vocational Education and Training Act 1996* (WA) and the *Vocational Education and Training (General) Regulations 2009* (WA).

## **17. RECOVERY OF UNDERPAYMENTS AND OVERPAYMENTS**

### **17.1 Underpayments**

- (a) Where an employee is underpaid in any manner:
  - (i) the Employer will, once the Employer is aware of the underpayment, rectify the error as soon as practicable;
  - (ii) where possible the underpayment will be rectified no later than in the pay period immediately following the date on which the Employer is aware that an underpayment has occurred; and
  - (iii) where an employee can demonstrate that an underpayment has created serious financial hardship, the employee will be paid by way of a special payment as soon as practicable.
- (b) An Employer will compensate an employee for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from the bank account into which an employee's salary is paid.
- (c) Nothing in this clause will be taken as precluding the employee's legal right to pursue recovery of underpayments.

### **17.2 Overpayments**

- (a) The Employer has an obligation under the *Financial Management Act 2006* (WA) to account for public monies. This requires the Employer to recover overpayments made to an employee.
- (b) Any overpayment will be repaid to the Employer within a reasonable period of time.
- (c) Where an overpayment is identified and proven, the Employer will provide the employee with the written details of the overpayment and notify the employee of their intent to recover the overpayment.
- (d) Where the employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and employee.
- (e) If agreement on a repayment schedule cannot be reached within a reasonable period of time, the Employer may deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:
  - (i) the Employer may not deduct or require an employee to repay an amount exceeding 10% of the employee's net pay in any one pay period without the employee's agreement; and

- (ii) where necessary, an Employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.
- (f) If the employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with Clause 60 - Dispute Resolution. No deductions relating to the overpayment will be made from the employee's pay while the matter is being dealt with in accordance with the dispute resolution procedure.
- (g) Nothing in this clause will be taken as precluding the Employer's legal right to pursue recovery of overpayments.
- (h) Where an Employer alters the pay cycle or pay day, any consequential variations to an employee's fortnightly salary and/or payments to compensate will not be considered an overpayment for the purposes of this clause.

## **18. SALARY PACKAGING**

- 18.1 For the purposes of this Agreement, salary packaging will mean an arrangement whereby the wage or salary benefit arising under a contract of employment is reduced, with another or other benefits to the value of the replaced salary being substituted and due to the employee.
- 18.2 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.
- 18.3 The Employer will not unreasonably withhold agreement to salary packaging on request from an employee.
- 18.4 The Employer will not require an employee to enter into a salary packaging arrangement, provided that this clause will not impinge on any additional Employer provided benefits.
- 18.5 A salary packaging arrangement will be formulated and operate on the basis that, on balance, there will be no material disadvantage of the employee concerned, and will be cost neutral in relation to the total employment cost to the Employer.
- 18.6 A salary packaging arrangement must comply with relevant taxation laws and the Employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.
- 18.7 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee, or the provision of Employer benefits under the salary packaging agreement, such tax, penalties and any other costs will be borne by the employee.
- 18.8 An employee may elect to cancel any salary packaging arrangement by giving a minimum of four weeks' notice.
- 18.9 The Employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks' notice if the Employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the Employer cannot retrospectively cancel any salary packaging arrangement.
- 18.10 Notwithstanding subclauses 18.8 and 18.9, the Employer and the employee may agree to forgo the notice period.

- 18.11 The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.
- 18.12 For the purposes of this provision, any penalty rate, loading or other salary related allowances which would ordinarily be calculated on the basis of the salary rates expressed in Schedule A – Salaries, will continue to be so calculated despite an election to participate in any salary packaging arrangement.
- 18.13 For the purposes of this provision, Employer contributions to a complying superannuation fund will be made on the basis of pre-packaging salary rates. To avoid doubt, Employer contributions will not be reduced as a result of an employee participating in salary packaging pursuant to this provision.
- 18.14 The Employer may at any time vary the range of benefits provided or the conditions under which benefits are provided however the Employer will not differentiate between different class of employees across the WA Health System in terms or range of benefits or the conditions under which benefits are provided.
- 18.15 If an employee is found to have committed misconduct in the claiming of a salary packaging benefit, without limiting any other action the Employer may take in respect of the misconduct, the Employer is entitled to prospectively cease to provide some or all salary packaging benefits either indefinitely or for any period determined by the Employer.

## **PART 5 – ALLOWANCES**

### **19. HIGHER DUTIES ALLOWANCE**

- 19.1 An employee who is required by the Employer to act in a position which attracts a higher rate of pay than the employee's ordinary rate of pay, will be paid higher duties based on the difference between the rates of pay and the proportion of the higher classified duties which were assigned, provided that:
- (a) An employee who undertakes higher duties for more than two hours in a shift will in addition be paid higher duties for the whole of the remainder of the shift.
  - (b) No higher duties allowance is payable to an employee who is required to act in a position solely because the substantive occupant is on a single rostered day off.

### **20. LEADING HAND ALLOWANCE**

- 20.1 An employee placed in charge of 3 or more other employees will, in addition to the employee's ordinary salary, be paid -
- (a) Not less than 3 and not more than 10 other employees - \$50.00 per week.
  - (b) More than 10 and not more than 20 other employees - \$67.00 per week.
  - (c) More than 20 other employees - \$83.80 per week.
- 20.2 The rates herein prescribed will be deemed to form part of the ordinary rate of salary of the employees concerned for all purposes of this Agreement.

- 20.3 Nothing in the Agreement will require payment of a leading hand allowance to an employee placed in charge of other employees if that employee's classification defines the exercise of supervisory/leading hand duties.
- 20.4 The Allowances in this clause will be varied with any movement in the equivalent allowances in the WA Government Health Services Engineering and Building Services Award 2004.

## **21. FARES AND TRAVELLING ALLOWANCES**

- 21.1 An employee will be paid for the excess period of travelling time at ordinary rates where:
- (a) The employee is required to work at a location other than the employee's usual place of work; and
  - (b) The time taken in travelling from the employee's place of residence to work and/or return exceeds the time normally taken in travelling from the employee's place of residence to the usual place of work and/or return.
- 21.2 If the fares actually and reasonably incurred in travelling undertaken in accordance with subclause 21.1(a) exceed the fares normally paid by the employee in travelling from the place of residence and return, the Employer will pay the employee the difference in the amount of the fares.
- 21.3 Where an employee is required to take up duty away from headquarters on relief duty or to perform special duty, and necessarily resides temporarily away from the employee's usual place of residence, then the employee will be reimbursed reasonable expenses in accordance with the provisions of Clause 50 - Relieving Allowance of the Public Service Award 1992.
- 21.4 The provisions of this subclause apply to employees engaged for permanent employment at depots north of the 26th parallel of south latitude.
- (a) In this subclause, "fare" includes the cost of transporting any tools owned by an employee and required by him in his employment.
  - (b) Subject to the provisions of this subclause, the fare of an employee from the place of engagement to any place of employment will be paid by the Employer and the employee will be paid at ordinary rates for not more than eight hours in any day for time spent in travelling to the place of employment, including time occupied in waiting for transport connections, but if the employee uses a mode of travel not approved by the Employer travelling time in excess of eight hours will not be allowed unless the Board of Reference otherwise determines.
  - (c) The amount of the fare paid by an Employer pursuant to subclause 21.4(b) may be deducted from the subsequent earnings of the employee concerned in such manner as is agreed in writing between the employee and the Employer.
  - (d) If an employee completes six months continuous service with an Employer or is dismissed before that time through no fault of his/her own, any amount deducted by that Employer from the employee's salary pursuant to subclause 21.4(c) will be refunded to the employee.
  - (e) The Employer will pay the fare of the employee from the place of employment to the place of engagement if the employment terminates and:

- (i) the employee has completed 12 months continuous service with that Employer; or
  - (ii) the employee has completed six months continuous service with that Employer and is dismissed through no fault of his/her own.
- (f) Where an employee has completed six months continuous service and leaves for a reason deemed reasonable by his Employer he/she will be paid one-sixth of the fare referred to in subclause 21.4(e) for each month of service in excess of six months.

## **22. TRAVELLING ALLOWANCE**

An employee who travels on official business will be reimbursed reasonable expenses on the following basis:

22.1 When a trip necessitates an overnight stay away from headquarters and the employee:

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

reimbursement will be in accordance with the rates prescribed in Column A, Items (1), (2) or (3) of Schedule B - Travelling, Transfer and Relieving Allowance.

22.2 When a trip necessitates an overnight stay away from headquarters and the employee is fully responsible for his or her own accommodation, meals and incidental expenses:-

- (a) where hotel or motel accommodation is utilised reimbursement will be in accordance with the rates prescribed in Column A, Items (4) to (8) of Schedule B - Travelling, Transfer and Relieving Allowance; and
- (b) where other than hotel or motel accommodation is utilised reimbursement will be in accordance with the rates prescribed in Column A, Items (9), (10) or (11) of Schedule B - Travelling, Transfer and Relieving Allowance.

22.3 When a trip necessitates an overnight stay away from headquarters and accommodation only is provided at no charge to the employee, reimbursement will be made in accordance with the rates prescribed in Column A, Items 1, 2 or 3 and Items 12, 13 or 14 of Schedule B – Travelling, Transfer and Relieving Allowance subject to the employees' certification that each meal claimed was actually purchased.

22.4 To calculate reimbursement under subclauses 22.1 and 22.2 of this clause for a part of a day, the following formula will apply:

- (a) If departure from headquarters is:  
before 0800 - 100% of the daily rate.

0800 or later but prior to 1300 - 90% of the daily rate.

1300 or later but prior to 1800 - 75% of the daily rate.

1800 or later - 50% of the daily rate.

(b) If arrival back at headquarters is:

0800 or later but prior to 1300 - 10% of the daily rate.

1300 or later but prior to 1800 - 25% of the daily rate.

1800 or later but prior to 2300 - 50% of the daily rate.

2300 or later - 100% of the daily rate.

22.5 When an employee travels to a place outside a radius of fifty kilometres measured from the employee's headquarters, and the trip does not involve an overnight stay away from headquarters, reimbursement for all meals claimed will be at the rates set out in Column A, Items (12) or (13) of Schedule B - Travelling, Transfer and Relieving Allowance clause subject to the employee's certification that each meal claimed was actually purchased.

Provided that when an employee departs from headquarters before 0800 and does not arrive back at headquarters until after 2300 on the same day the employee will be paid at the appropriate rate prescribed in Column A, Items (4) to (8) of Schedule B - Travelling, Transfer and Relieving Allowance.

22.6 When it can be shown to the satisfaction of the Employer by the production of receipts that reimbursement in accordance with Schedule B - Travelling, Transfer and Relieving Allowance does not cover an employee's reasonable expenses for a whole trip the employee will be reimbursed the excess expenditure.

22.7 In addition to the rates contained in Schedule B - Travelling, Transfer and Relieving Allowance an employee will be reimbursed reasonable incidental expenses such as train, bus and taxi fares, official telephone calls, laundry and dry cleaning expenses, on production of receipts.

22.8 If on account of lack of suitable transport facilities an employee necessarily engages reasonable accommodation for the night prior to commencing travelling on early morning transport the employee will be reimbursed the actual cost of such accommodation.

22.9 Reimbursement of expenses will not be suspended should an employee become ill whilst travelling, provided leave for the period of such illness is approved in accordance with provisions of Clause 30 - Personal Leave, and the employee continues to incur accommodation, meal and incidental expenses.

22.10 Reimbursement claims for travelling in excess of 14 days in one month will not be passed for payment by a certifying employee unless the Employer has endorsed the account.

22.11 An employee who is relieving at or temporarily transferred to any place within a radius of 50 kilometres measured from the employee's headquarters will not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires absence from the employee's headquarters over the usual midday meal period will be paid at

the rate prescribed by Item 17 of Schedule B - Travelling, Transfer and Relieving 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 will not exceed the amount prescribed by Item (18) of Schedule B - Travelling, Transfer and Relieving Allowance.

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

### 23. MOTOR VEHICLE ALLOWANCE

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

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

23.3 A year, for the purpose of this clause, will commence on the 1st day of July and end on the 30th day of June next following.

Rates of Hire for use of Employee's Own Vehicle on Employer's Business			
Area and Details	Rate (cents) per kilometre		
	Engine Displacement (in Cubic Centimetres)		
Distance Travelled Each Year of Employer's Business	Over 2600cc	Over 1600cc – 2600cc	1600cc and under
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0
North of 23.5 South Latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6
Motor Cycle (in all areas)	31.0 cents per kilometre		

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

"South West Land Division" means the South West Land Division as defined in Schedule 1 – Divisions of State of the *Land Administration Act 1997* (WA) excluding the area contained within the Metropolitan Area.

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

## **24. DISTRICT ALLOWANCE**

The *District Allowance (Government Officers) General Agreement 2010* applies to persons employed under this Agreement.

## **25. UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT**

### **25.1 Uniforms and Protective Clothing**

- (a) The Employer will supply and the employee will wear such protective clothing and footwear as is required.
- (b) The Employer may supply uniforms and may require them to be worn at all times when considered necessary by the Employer, in sufficient quantity to ensure a clean uniform per shift.
- (c) Protective clothing or uniforms supplied under subclauses 25.1(a) or 25.1(b) will remain the property of the Employer.
- (d) All washable clothing forming part of the protective clothing or uniforms supplied by the Employer will either be laundered by the Employer or in lieu thereof the employee may be paid a laundry allowance. The amount of the laundry allowance and those items of protective clothing or uniforms to be laundered by the employee will be as agreed from time to time between the parties.
- (e) The standard uniform issue may be varied by agreement between the Employer and the Union(s).
- (f) By agreement, on an HCU basis, the parties may agree on alternative arrangements for the provision and laundering of uniforms and protective clothing at each HCU.
- (g) HCU specific arrangements for the provision and laundering of uniforms and protective clothing as at the date of registration of this Agreement will not be changed by the Employer without prior consultation.

### **25.2 Protective Equipment**

- (a) The Employer will make available a sufficient supply of personal issue protective equipment for use by employees when engaged on work for which such personal issue protective equipment is reasonably necessary, and employees will be required to appropriately use such protective equipment, in accordance with the requirements of the *Occupational Safety and Health Act 1984 (WA)*.
- (b) An employee will not lend another employee any personal issue protective equipment issued to the first mentioned employee.

### **25.3 Change Room**

A suitable and convenient change room will be available for employees to use. The change room will not be used for storing noxious materials.

## **26. SPECIAL RATES AND PROVISIONS**

### **26.1 Disability Allowances**

(a) Except as otherwise provided in this clause, the annual base salaries prescribed in this Agreement incorporate a commuted allowance which is in full substitution for all disability allowances and other special rates and provisions.

(b) Polychlorinated Biphenyls:

Employees required to remove or handle equipment or fittings containing polychlorinated biphenyls (PCBs), for which protective clothing must be worn, will be paid an allowance of \$2.52 for each hour or part thereof whilst so engaged.

(c) Asbestos:

(i) Employees required to use materials containing asbestos or to work in close proximity to employees using such materials will be provided with and will use all necessary safeguards as required by the appropriate occupational health authority.

(ii) Employees engaged in a work process involving asbestos who are required to wear protective equipment, i.e. respiratory protection in the form of a high efficiency class H particulate respirator and/or special clothing, will be paid an allowance of \$0.84 per hour for each hour or part thereof whilst so engaged.

(d) Furnace Work

Employees engaged in the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles, steam generators, heat exchangers and similar refractory work or on underpinning will be paid \$1.83 per hour or part thereof whilst so engaged.

(e) Construction Allowance

(i) In addition to the appropriate rate of pay prescribed in Schedule A - Salaries, an employee will be paid -

(1) \$55.20 per week if engaged on the construction of a large industrial undertaking or any large civil engineering project.

(2) \$49.90 per week if engaged on a multi-storey building but only until the exterior walls have been erected, the windows completed and a lift made available to carry the employee between the ground floor and the floor upon which the employee is required to work. A "multi-storey building" is a building which, when completed, will consist of at least five stories.

(3) \$29.30 per week if engaged otherwise on Construction Work.

(ii) The rates specified in subclause 26.1(e)(i) will be discounted by \$22.70 per week, the amount of the commuted allowance granted under subclause 26.1(a).

(f) Asbestos Eradication

(i) This subclause will apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Agreement.

- (ii) For the purposes of this clause “asbestos eradication” means work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.
- (iii) All aspects of asbestos work will meet as a minimum standard the provisions of the National Code of Practice for the Management and Control of Asbestos in the Workplace and the National Code of Practice on Safe Removal of Asbestos as varied from time to time, for the safe demolition/removal of asbestos based materials.

Without limiting the effect of the above provision, any person who carried out asbestos eradication work will do so in accordance with the legislation/regulations prescribed by the appropriate authorities.

- (iv) An employee engaged in asbestos eradication (as defined) will receive an allowance of \$1.82 per hour worked in lieu of rates prescribed in subclause 26.1(c).
- (v) Respiratory protective equipment, conforming to the relevant parts of the appropriate Australian Standard (i.e. 1716 "Specification of Respiratory Protective Devices") will be worn by all personnel during work involving eradication of asbestos.
- (g) Where more than one of the disabilities entitling an employee to extra rates exists on the same job the employee will be paid only the highest rate for the disabilities so prevailing.

## 26.2 Tools - Allowances and Provisions

- (a) The salary of all tradespersons employed under this Agreement incorporates a tool allowance for the purpose of such tradesperson supplying and maintaining tools ordinarily required in the performance of work as a tradesperson.
- (b) The salary of all apprentices incorporates the percentage which appears against the relevant year of apprenticeship in subclause –16.3 of the appropriate tradespersons tool allowance.
- (c) The tool allowance prescribed in subclause 26.2(a) includes an amount for the purpose of enabling employees to insure their tools against loss or damage by theft or fire.
- (d) Apprentice Tool Kits
  - (i) On commencement of an apprenticeship, the Employer will provide an apprentice with a basic tool kit, the composition of which will be agreed in writing between the parties.
  - (ii) The tool kit provided in accordance with subclause 26.2(d)(i) will remain the property of the Employer until, on successful completion of the apprentice’s indenture, it will become the property of the apprentice, without deduction.
  - (iii) Any dispute regarding the composition of the tool kit will be addressed through the procedures contained in Clause 60 - Dispute Resolution.

- (e) The Employer will provide, for the use of tradespersons or apprentices, all necessary power tools, special purpose tools and precision measuring instruments.
- (f) A tradesperson or an apprentice will replace or pay for any tools supplied by the Employer, if lost through the negligence of such employee.
- (g) An employee in receipt of a tool allowance will provide him/herself with all necessary tools kept in suitable condition for the performance of the work.
- (h) Storage of Tools
  - (i) The Employer will provide a waterproof and reasonably secure place on each job where the employees' tools (when not in use) may be locked up apart from the Employer's plant or material.
  - (ii) The Employer will indemnify an employee in respect of any tools of the employee stolen if the Employer's failure to comply with this clause is a material factor in contributing to the theft of the tools.

### 26.3 Licences - Allowances and Provisions

- (a) Plumbing Trade Allowance, Industry Allowance, Electrical Trade Allowance, and Hospital Environment Allowance

The rate of salary and allowances specified in Schedule A - Salaries incorporates:

- (i) an amount in substitution of payment of the Plumbing Trade Allowance as defined at subclause 4.2.11 of the Building Trades (Government) Award 1968;
- (ii) an amount in substitution of payment of the Industry and Hospital Environment Allowances as defined in the Building Trades (Government) Award 1968 and the Engineering Trades (Government) Award 1967;
- (iii) an amount in substitution of the payment of Electrical Licence Allowance as defined at subclause 17.22 of the Engineering Trades (Government) Award 1967.

- (b) Permit Work

Any licensed plumber called upon by the Employer to use the licence issued to him/her by the Metropolitan Water Supply, Sewerage and Drainage Board, or any constituent body replacing the Board, for a period in any one week will be paid as follows for that week in addition to the rates otherwise prescribed:

Existing rate	On and from 1 Jan 2021	On and from 1 Jan 2022
\$26.30	\$32.80	\$33.20

- (c) Scaffolding Certificate Allowance

A tradesperson who is the holder of a scaffolding certificate or rigging certificate issued by an accredited training provider and is required to act on that certificate whilst engaged on work requiring a certified person will be paid \$0.67 per hour or

part thereof in addition to the rates otherwise prescribed in this Agreement.

(d) Nominee Allowance

A licensed electrical fitter or mechanic who acts as nominee for the Employer will be paid an allowance per week as follows:

Existing rate	On and from 1 Jan 2021	On and from 1 Jan 2022
\$26.30	\$70.10	\$71.00

(e) Setter Out

A setter out (other than a leading hand) in a joiner's shop will be paid \$6.50 per day in addition to the rates otherwise prescribed.

26.4 General

The work of an electrical fitter/mechanic will not be tested by an employee holding a lower grade licence.

**PART 6 – LEAVE**

**27. ANNUAL LEAVE**

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

27.1 Employees will receive 20 days of paid annual leave, excluding public holidays, for each period of 12 months continuous service.

27.2 An additional five days of paid annual leave will be granted:

- (a) To a shift employee regularly rostered to work on Sundays and public holidays.
- (b) To a continuous shift worker.

Provided that where an employee is rostered in this manner for only part of the 12 month qualifying period, this entitlement will accrue at the rate of 3.65 hours of pay for each completed week the employee is continuously so engaged, and this accrual will be in lieu of the leave accrual granted by subclause 27.3.

27.3 Employees' annual leave entitlement will accrue pro rata on a weekly basis, being 2.92 hours pay per week of continuous service, and be cumulative from year to year.

27.4 With the Employer's agreement, an employee may be allowed to take annual leave before it has accrued.

27.5 Annual leave will be taken at times agreed between the employee and the Employer. In reaching such agreement equal consideration will be given to the needs of the employee and the operational convenience of the Employer.

27.6 Employees will be entitled, after the end of each period of 12 months continuous service and before the completion of the subsequent period of 12 months continuous service, to take annual leave in one continuous period of 4 weeks or in two separate periods of not less than 2 weeks on each occasion.

- 27.7 If the Employer and the employee agree annual leave may be taken in any number of periods of not less than one day on each occasion.
- 27.8 Should any public holidays fall within an employee's period of annual leave, the holiday or holidays, as the case may be, will be added to the period of annual leave.
- 27.9 Employees will take unused annual leave accrued during a period of 12 months continuous service before the completion of the subsequent period of 12 months continuous service, if required by the Employer on the giving of reasonable notice.
- 27.10 An employee will be paid when on leave the rate of pay the employee received for the greatest proportion of the calendar month prior to taking the leave.
- 27.11 An employee will be paid for each period of annual leave at the time of taking the leave, if the employee so elects.
- 27.12 The annual base salaries prescribed in this Agreement incorporate a commuted allowance which is in substitution for leave loading. Leave entitlements utilised during the life of this Agreement, including credits accrued prior to the commencement of this Agreement, will not otherwise attract leave loading.
- 27.13 Nothing in this Agreement will prevent an employee, with the consent of the Employer, from accumulating and carrying forward any portion of the employee's annual leave entitlements from one year to the next.
- 27.14 The Employer will not unreasonably withhold consent for the accumulation of up to 40 days of paid annual recreation leave for the purpose of taking extended leave in a particular year.
- 27.15 Annual leave will continue to accrue during periods of annual leave, public holidays, long service leave and authorised sick leave (paid or unpaid) provided that:
- (a) In the case of long service leave, only for up to a maximum period of absence of three months, but where long service leave on half pay is taken, annual leave will accrue proportionally over any period of leave which does not exceed the equivalent of three months on full pay.
  - (b) In the case of sick leave, only for up to a maximum period of absence of three months.
- 27.16 Approved periods of absence from work through Workers Compensation will not interrupt continuity of service, but annual leave will accrue during the first six months only of any such absence.
- 27.17 Annual Leave Payout or Recovery on Termination.
- (a) Any accrued and pro-rata leave which has not been taken will be paid on termination of employment.
  - (b) Pro-rata leave will not be paid where employment is terminated for misconduct or other grounds that justify summary dismissal.
  - (c) If at termination an employee has taken more leave than has been accrued, the employee will pay back that leave. The Employer may deduct any money owing from the employee's final pay.

27.18 An employee who works an average of a 38 hour week and who accumulates a rostered day off, will be required to take one period of annual leave to include a rostered day off duty. The rostered day off duty will not attract additional pay or leave in lieu of that rostered day off.

27.19 In addition to the leave prescribed in this clause, employees working north of 26 degrees south latitude will receive an additional 5 working days annual leave on the completion of each year of continuous service in the region. Annual leave loading is not payable on this additional leave.

**Leave Options**

27.20 Notwithstanding the terms specified elsewhere in this Agreement, the following leave options are available to employees.

27.21 To exercise one or more of the options specified in subclauses 27.22 to 27.25 inclusive, an employee must make written application in the manner prescribed by the Employer.

27.22 Purchased leave

(a) In addition to annual leave, at the request of an employee the Employer may agree to an arrangement (“the 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>
42 weeks	10 weeks
43 weeks	9 weeks
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

(b) Purchased leave will not accrue from one year to the next, provided that the employee is entitled to be paid in lieu of purchased leave not taken at the end of the accrual year.

(c) Both the agreement to the arrangement and the time at which the additional leave is taken will be dependent on the operational requirements of the 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 under this subclause does so in blocks of 12 months.

(e) For the purposes of this subclause and without limiting the meaning of the term, “operational requirements” may include the:

(i) availability of suitable leave cover, if required;

- (ii) cost implications;
  - (iii) impact on client/patient service requirements;
  - (iv) impact on the work of other employees; and
  - (v) employee's existing leave liabilities.
- (f) The portion of the employee's salary to be forfeited will be calculated as a fortnightly amount and their fortnightly salary will be decreased by that amount for the duration of the arrangement.
  - (g) All annual leave taken during the course of the arrangement will be paid at the reduced rate.
  - (h) The additional leave will continue to accrue while the employee is on leave during the course of the arrangement.
  - (i) The reduced salary will be used for all purposes during the course of the arrangement.
  - (j) The additional leave will not attract leave loading.

#### 27.23 Double leave or double pay

Subject to operational requirements as defined in subclause 27.22(e), and with the agreement of the Employer, an employee may elect to take:

- (a) twice the period of any portion of their annual leave, including any time in lieu taken as leave, at half pay; or
- (b) half the period of any portion of their annual leave, including any time in lieu taken as leave, at double pay.

#### 27.24 Less leave, more pay and cashing out

- (a) Unless otherwise agreed by the Employer, arrangements under this subclause will be for periods of 12 months.
- (b) Provided that at the commencement of each 12 month block of this arrangement an employee has a minimum of 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 will be used for all purposes during the course of the arrangement.
- (d) The Employer and the employee may agree in writing that the employee may have part of their entitlement to accrued annual leave paid out at the rate at which the leave is payable at that time. Such agreement will not be unreasonably withheld.
- (e) There will be no limit on the amount of accrued leave that may be paid out pursuant to subclause 27.24(d), provided that the balance of leave entitlements will allow for a minimum of four weeks leave to be taken in the anniversary year in which the

payment is made. Leave already taken during the anniversary year in which the payment is made may be counted towards the minimum four weeks leave requirement.

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

- (a) By written agreement between the Employer and the employee an employee may enter into a deferred salary scheme over a five year period in which the employee may be paid 80% of their base salary over a four year period with the unpaid component accrued over the four years and paid out in equal instalments during the fifth year.
- (b) For the purpose of this clause, base salary will include commuted allowances where applicable.
- (c) The fifth year will be treated as continuous service but will not count as service for the purpose of accruing leave entitlements
- (d) Access to the leave when it falls due will not be unreasonably refused by the Employer but in any case the leave may only be deferred by agreement between the Employer and employee.
- (e) When deciding whether to support a particular request for this arrangement, the Employer will take into account factors such as operational requirements. In order to satisfy operational requirements, the number of employees allowed to work under the arrangement may be restricted at any one time and or the timing of the arrangement may need to be staggered.
- (f) By agreement the four year accrual period may be suspended. The employee will revert back to 100% of salary or access leave without pay, provided that such non-participatory periods will not exceed six months except where longer periods of unpaid leave are otherwise prescribed by this Agreement (e.g. Parental Leave). The commencement of the leave year will be delayed by the length of the non-participatory period.
- (g) Where an employee withdraws from this arrangement in writing, or the employee's contract of employment terminates for any reason, the employee will receive a lump sum equal to the accrued credit. The payment of the lump sum may be deferred for a period of up to three months upon the employee's request, provided that where the contract has terminated the payment will be made in their final pay.
- (h) Any paid leave taken during the first four (4) years of this arrangement will be paid at 80% of the employee's base salary.

27.26 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, and the options, if any, available for addressing these.

## **28. ANNUAL LEAVE TRAVEL CONCESSION**

### 28.1 Employees stationed in remote areas

- (a) The travel concessions contained in the following table are provided to employees and their dependants when proceeding on annual leave from headquarters situated in

District Allowance Areas 3, 5 and 6, and in that portion of Area 4 located north of 30° South latitude as provided for within Schedule D – Annual Leave Travel Concessions Map.

	Approved Mode of Travel	Travel Concession	Travelling Time
(i)	Air	Air fare for the employee, and their dependants	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 and dependants, 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 dependants.	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 concession. The concession may also be given to an employee who proceeds on annual leave before completing 12 continuous months service provided that the employee returns to the area to complete the 12 continuous months service at the expiration of the period of leave and should such employee not return or complete the required service the Employer may recover the value of the concession provided.

## 28.2 Additional conditions

- (a) The Employer will provide the concession by paying or reimbursing costs of annual leave travel for the employee and their dependants travelling with the employee up to the cost of the fully flexible Government rates or equivalent return economy airfares to Perth as at 1 July each year, inclusive of GST, for the employee and their dependants. Upon request, the Employer will provide the Union with a schedule of the fares used for the purposes of this subclause.
- (b) Where an employee elects to use transport other than their own, the Employer may require that the travel be booked through the Employer and where the cost of the fare exceeds the maximum provided for in subclause 28.2(a) the Employer may require payment, or consignment of equivalent leave payments for the difference.

- (c) An employee travelling other than by air is entitled to payment of the travel concession calculated in accordance with this clause prior to the commencement of their leave.
- (d) Only one annual leave travel concession per employee or dependant per annum is available.
- (e) For the purposes of determining eligibility for Annual Leave Travel Concession, a dependant will mean:
  - (i) a partner; and/or
  - (ii) any child who relies on the employee for their main financial support; who does not have an equivalent entitlement of any kind.
- (f) For the purposes of the definitions at subclause 28.2(e), a child will be considered to rely on the employee for their main financial support where that child is in receipt of income of less than half the annualised WA minimum adult wage as at 30 June of the immediate past financial year, excluding income from a disability support pension.

28.3 Travel concessions not utilised within 12 months of becoming due will lapse.

28.4 Part time employees are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week.

28.5 Travelling time will be calculated on a pro rata basis according to the number of hours worked.

Employees whose headquarters are located 240 kilometres or more from Perth

28.6 Employees, other than those designated in subclause 28.1 whose headquarters are situated 240 kilometres or more from the Perth General Post Office and who travel to Perth for their annual leave may be granted by the Employer reasonable travelling time to enable them to complete the return journey.

## **29. PUBLIC HOLIDAYS**

29.1 Prescribed Public Holidays:

- (a) New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Western Australia Day, Sovereign's Birthday, Christmas Day and Boxing Day will be paid public holidays.
- (b) Any additional public holidays proclaimed under Section 7 of the *Public and Bank Holidays Act 1972* (WA) will be observed as public holidays.

29.2 When a paid public holiday falls on a Saturday or Sunday, the holiday will be observed on the next Monday.

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

- 29.4 In each case the substituted day will be a paid holiday and the day for which it is substituted will not be a holiday.
- 29.5 Payment for Public Holidays.
- (a) An employee not required to work on a day solely because the day is a public holiday will be paid for the ordinary hours that the employee would have worked as if the day had not been a public holiday.
  - (b) Payment for holidays will be in accordance with the usual hours of work.
- 29.6 All hours worked on a public holiday will be paid at the rate of double time and a half of the ordinary rate of pay or if an employee chooses, the employee will be paid at the rate of time and a half of the ordinary rate of pay and time off in lieu credits will be increased by the equivalent of the time worked.
- 29.7 Public Holidays Falling on Days Off.
- (a) Where a public holiday falls on a rostered day off or a day off duty as prescribed in Clause 12 - Hours of Work and Rostering, a day off will be observed in lieu of the public holiday at a mutually convenient time.
  - (b) If a public holiday falls on an employee's rostered day off or falls on an employee's day off duty, the employee's time off in lieu credits will be increased by the number of hours that would ordinarily have been worked if that day had been an ordinary working day.
- 29.8 In exceptional circumstances, where an employee so requests and with the agreement of the Employer, employee and the relevant Union, time off in lieu credits accumulated under this clause may be paid out.
- 29.9 When an employee is absent on leave without pay, sick leave without pay or workers' compensation, any day observed as a public holiday falling during the absence will not be treated as a paid holiday. If the employee is on duty or available on the whole of the working day immediately preceding a public holiday or on the whole of the working day immediately following a day observed as a public holiday, the employee will be paid for such holiday.
- 29.10 A part-time employee will not be entitled to payment for any public holiday referred to in this clause if not rostered to work on that holiday.
- 29.11 Nothing in this Agreement will prevent the Parties from agreeing alternative arrangements for the taking of public holidays.

### **30. PERSONAL LEAVE**

- 30.1 The intention of Personal Leave is to give employees and Employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick, carers and short leave.
- 30.2 Personal leave is not for circumstances normally met by other forms of leave.
- 30.3 This clause does not apply to casual employees.

- 30.4 An employee employed on a fixed term contract for a period of 12 months or more will be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract for a period less than 12 months will be credited on a pro rata basis for the period of the contract.
- 30.5 A part time employee will be entitled to the same personal leave credits as a full time employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave will only be made for those hours that would normally have been worked had the employee not been on personal leave.

### **Entitlement**

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

	Personal Leave Cumulative	Personal Leave Non-cumulative
On 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

- 30.7 Where employees access personal leave, it will be deducted from their non-cumulative entitlement in the first instance.
- 30.8 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.
- 30.9 Whilst employees are able to access personal leave in accordance with subclause 30.23, access must be consistent with the *Minimum Conditions of Employment Act 1993 (WA)*.
- 30.10 In accordance with the *Minimum Conditions of Employment Act 1993 (WA)* entitlement to paid sick leave, in an anniversary year the number of hours the employee is entitled to use for the purposes of carer's leave is up to 76 hours of this entitlement.
- 30.11 Notwithstanding subclause 30.10 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.
- 30.12 Personal leave will not be debited for public holidays, which the employee would have observed.
- 30.13 Personal leave may be taken on an hourly basis.

### **Variation of ordinary working hours**

- 30.14 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.

- 30.15 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.
- 30.16 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**

- 30.17 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).
- 30.18 The requirements of the *Minimum Conditions of Employment Act 1993* (WA) must be met at the commencement of the following anniversary year. The remaining portion of debited personal leave, which exceeds the leave credited, is to be debited at the commencement of the subsequent and where necessary following anniversary year(s).
- 30.19 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**

- 30.20 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 30.31 and 30.32 (Re-crediting Leave).
- 30.21 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.
- 30.22 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**

- 30.23 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause 30.6 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 is ill or injured and in need of immediate care and attention;
  - (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.

- 30.24 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- 30.25 The definition of family will be the definition contained in the *Equal Opportunity Act 1984* (WA) for “relative”. That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee.
- 30.26 Where practicable, the employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, the employee must advise the Employer as soon as reasonably practicable of the inability to attend for work, the nature of the illness or injury and the estimated period of absence. This advice will be provided within 24 hours of commencement of the absence, other than in extraordinary circumstances.

### **Evidence**

- 30.27 An application for personal leave exceeding two consecutive working days will be supported by evidence that would satisfy a reasonable person of the entitlement.
- 30.28 In general, supporting evidence is not required for single or two 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 will not be granted where the absence is not reasonable or legitimate.
- 30.29 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.
- 30.30 If the Employer has reason to believe that an employee is in such a state of health as to render a danger to themselves, fellow employees or the public, the employee may be required to obtain and furnish a report as to the employee's condition from a registered medical practitioner nominated by the Employer. The fee for any such examination will be paid by the Employer.

### **Re-crediting Annual Leave**

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

### **Re-crediting Long Service Leave**

- 30.32 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**

- 30.33 Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The Employer will not unreasonably withhold this leave.
- 30.34 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.
- 30.35 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 subclauses 30.23(b), (c) or (d). However, other forms of leave including leave without pay may be available.

### **Other Conditions**

- 30.36 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 will be reinstated. This provision does not apply to an employee who has resigned from the Public Sector and is subsequently reappointed.
- 30.37 Unused personal leave will not be cashed out or paid out when an employee ceases their employment.

### **Workers' Compensation**

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

### **Portability**

- 30.39 The Employer will credit an employee additional personal leave credits up to those held at the date that employee ceased previous employment provided that:
- (a) immediately prior to commencing employment in the WA Health System the employee was employed in the service of:

- (i) the WA Public Sector; or
  - (ii) the Commonwealth Government of Australia where there is reciprocity of recognition and transfer of leave entitlements; or
  - (ii) any other State or Territory of Australia, where there is reciprocity of recognition and transfer of leave entitlements; and
- (b) the employee's employment with the WA Health System commenced no later than one week after ceasing previous employment, and
  - (c) the personal leave credited will be no greater than that which would have applied had the entitlement accumulated whilst employed in the WA Public Sector.

30.40 The maximum break in employment permitted by subclause 30.39(b), may be varied by the approval of the Employer provided that where employment with the Public Sector of Western Australia commenced more than one week after ceasing the previous employment, the period in excess of one week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous Employer.

### **Travelling Time for Regional Employees**

30.41 Subject to the evidentiary requirements set out in subclauses 30.27 to 30.30, 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.

30.42 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.

30.43 The provisions of subclauses 30.41 and 30.42 are not available to employees whilst on leave without pay or sick leave without pay.

30.44 The provisions of subclauses 30.41 and 30.42 apply as follows.

- (a) An employee employed on a fixed term contract for a period greater than 12 months, will be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
- (b) An employee employed on a fixed term contract for a period less than 12 months will be credited with the same entitlement on a pro-rata basis for the period of employment.
- (c) A part time employee will be entitled to the same entitlement as a full time employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
- (d) The provisions do not apply to casual employees.

## **31. SPECIAL LEAVE WITHOUT PAY**

Employees may be granted leave without pay provided that the leave does not conflict with operational requirements.

**32. SPECIAL LEAVE WITH PAY**

Employees may be granted leave with pay provided that the leave does not conflict with operational requirements.

**33. SPECIAL LEAVE FOR WAR-CAUSED ILLNESS**

33.1 An employee who produces evidence from the Department of Veterans' Affairs stating the employee suffers from war-caused illness may be credited special paid leave of 15 working days per annum.

33.2 Paid leave under this clause:

- (a) is only to be accessed for sickness related to the war-caused illness;
- (b) may accumulate up to a maximum credit of 45 working days; and
- (c) will be recorded separately to the employee's personal leave entitlements.

33.3 Applications for sick leave for war-caused illness will be supported by a certificate from a registered medical practitioner as to the nature of the illness.

**34. BEREAVEMENT LEAVE**

34.1 Employees including casuals will on the death of:

- (a) the spouse or de-facto partner of the employee;
- (b) a former spouse or former de-facto partner of the employee;
- (c) a child, step-child, foster child or grandchild of the employee (including an adult child, step-child or grandchild);
- (d) a parent, step-parent, foster parent or grandparent of the employee;
- (e) a parent in law or former parent in law of the employee;
- (f) a brother, sister, step brother or step sister of the employee; or
- (g) any other person who, immediately before that person's death, lived with the employee as a member of the employee's household;

be eligible for up to three days' paid bereavement leave.

34.2 The Employer will not unreasonably withhold approval to grant bereavement leave to an employee in respect of some other person with whom the employee had a special relationship, on the request of the employee.

34.3 The three days need not be consecutive.

34.4 Bereavement leave is not to be taken during any other period of leave, including periods of unpaid leave.

- 34.5 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.
- 34.6 An employee requiring more than three days' bereavement leave in order to travel interstate or overseas in the event of a death of a person referred to in clause 34.1 or 34.2, 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**

- 34.7 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.
- 34.8 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.
- 34.9 The provisions of subclauses 34.7 and 34.8 of this clause, apply as follows.
- (a) An employee employed on a fixed term contract for a period greater than 12 months, will be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
  - (b) An employee employed on a fixed term contract for a period less than 12 months will be credited with the same entitlement on a pro-rata basis for the period of employment.
  - (c) A part time employee will be entitled to the same entitlement as a full time employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
  - (d) For casual employees, the provisions apply to the extent of their agreed working arrangements.

#### **35. LONG SERVICE LEAVE**

- 35.1 Employees will receive a cumulative entitlement to 13 weeks paid long service leave after 10 years' continuous service; and after each further 7 years' continuous service.
- 35.2 Long service leave will be taken at times agreed between the employee and the Employer. In reaching such agreement equal consideration will be given to the needs of the employee and the operational convenience of the Employer.
- 35.3 Employees will be entitled, after the end of each accrual period and before the completion of the subsequent accrual period, to take long service leave in one continuous period of 13 weeks.
- 35.4 Employees will take long service leave within three years of the date the leave is accrued unless the Employer agrees otherwise.

- 35.5 An employee, by agreement, may choose to take:
- (a) Any accrued entitlement to long service leave in minimum periods of one day.
  - (b) Double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on normal pay or half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on normal pay.
  - (c) Any portion of their long service leave entitlement on normal pay or double such period on half pay or half such period on double pay.

In calculating the rate of pay to apply in such an instance, the provisions of subclause (14) of the General Order, referred to in subclause 35.14 hereof, will apply.

- 35.6 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.
- 35.7 A public holiday occurring during a period of long service leave is part of the long service leave and an extra day in lieu will not be granted.
- 35.8 In this clause “continuous service” includes any period during which an employee was absent on approved paid leave, and any service with the Employer immediately prior to this Agreement having effect.
- 35.9 In this clause “continuous service” does not include any periods exceeding four weeks, on each occasion, during which an employee was absent on leave without pay or parental leave or any other absence during which the employee was not paid, however such leave will not be deemed to break service.
- 35.10 In this clause “continuous service” does not include any periods during which an employee was absent on long service leave which had accrued prior to 1 April 1974.
- 35.11 If an employee is retired by the Employer on the grounds of ill health or for any other cause and the employee has completed at least 12 months continuous service the employee will be paid out pro-rata long service leave.
- 35.12 Pro-rata long service leave will be paid out to an employee’s estate or any other person nominated by the employee in writing, in the event of the employee’s death, if the employee has completed at least 12 months continuous service.

### 35.13 Portability

- (a) Where an employee was, immediately prior to being employed in the WA Health System, employed in the service of: The Commonwealth of Australia; or any other State or Territory Government of Australia; or any West Australian Public Sector Employer, and the period between the date when the employee ceased previous employment and the date of commencing employment with the Employer does not exceed one week, provided also that there is an equivalent reciprocal arrangement with that other jurisdiction that recognises service, that employee will be entitled to long service leave determined in the following manner:
  - (i) The pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment in the WA Health System, will be calculated in accordance with the provisions that applied to the previous

employment referred to. However, in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment will be deducted from any long service leave to which the employee may become entitled under this clause.

(ii) The balance of the long service leave entitlement of the employee will be calculated upon appointment by the Employer in accordance with the provisions of this clause.

(b) Nothing in this clause confers or will be deemed to confer on any employee previously employed by the Commonwealth or by any other State or Territory Government of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced in the WA Health System.

### **Early Access to pro rata Long Service Leave**

35.14 Subject to clause 35.17, employees within seven years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with their Employer, choose early access to their long service leave on the following basis:

(a) Employees under a 10-year accrual basis, may access pro rata long service leave at the rate of 6.5 days per completed 12-month period of continuous service.

(b) Employees under a 7-year accrual basis may access pro rata long service leave at the rate of 9.28 days per completed 12-month period of continuous service.

35.15 Part time and casual employees have the same entitlement as full time employees.

(a) For part time employees their entitlement is calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.

(b) For casual employees, their entitlement is calculated on a pro rata basis according to the average hours worked during the accrual period.

35.16 Early access to pro rata long service leave does not include access to long service leave which the employee has accumulated or become entitled to, prior to being within seven years of their preservation age.

35.17 Under this clause, long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.

35.18 Employees may, by agreement with their Employer:

(a) clear pro rata long service leave in minimum periods of one day; and/or

(b) access pro rata long service leave at half, full or double pay.

35.19 Any period of leave taken in accordance with this clause will be exercised for the purpose of continuous service.

35.20 Subject to the provisions of this clause the long service leave provisions set out in Volume 66 of the Western Australian Industrial Gazette, at pages 319 to 321 inclusive, will apply to employees covered by this Agreement.

### **36. LONG SERVICE LEAVE FOR CASUALS**

36.1 A casual employee will be entitled to 13 weeks paid long service leave, taken in one continuous period, on the completion of 10 years of continuous service and an additional 13 weeks paid long service leave for each subsequent period of seven years of completed continuous service.

36.2 Payment while on long service leave will be at the employee's ordinary rate of pay plus payment of the casual loading provided for at subclause 9.1(f)(iii).

### **37. PARENTAL LEAVE**

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

- (a) "Child" means a child of the employee under the age of one year except for adoption of a child where "child" means a person under the age of 16 years of age who is placed with the employee for the purpose of adoption, other than a child or stepchild of the employee or of the partner of the employee or child who has previously lived continuously with the employee for a period of six months or more.
- (b) "Employee" includes full time employees, part time employees, permanent employees, fixed term contract employees up until the end of their contract period, and "eligible" casual employees.
- (c) "Eligible casual employee" means a casual employee that:
  - (i) has been engaged on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
  - (ii) but for an expected birth of a child to the employee or the employee's partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- (d) Without limiting subclause 37.1(c), an "eligible casual employee" is also taken to mean an employee that:
  - (i) was engaged on a regular and systematic basis for a sequence of periods during a period (the first period of employment) of less than 12 months; and
  - (ii) at the end of the first period of employment, the employee ceased, on the Employer's initiative, to be so engaged by the Employer; and
  - (iii) the Employer later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the second period of employment) that started not more than three months after the end of the first period of employment; and
  - (iv) the combined length of the first period of employment and the second period of employment is at least 12 months; and

- (v) the employee, but for an expected birth of a child to the employee or the employee's partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement on a regular and systematic basis.
- (e) "Primary care giver" is the employee who will assume the principal role for the care and attention of a child/children. The Employer may require confirmation of primary care giver status.

### 37.2 Basic entitlement

- (a) Employees are entitled to 52 weeks parental leave in relation to the birth or adoption of their child.
- (b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
  - (i) an unbroken period of one week at the time of the birth of the child, which may be increased to a maximum of eight weeks with the Employers approval;
  - (ii) an unbroken period of up to three weeks at the time of adoption/placement of the child, which may be increased to a maximum of eight weeks with the Employers approval; or
  - (iii) where the Employer agrees.
- (c) The increased leave prescribed by subclause 37.2(b) may be taken in separate periods, but, unless the Employer agrees otherwise, each period must not be shorter than two weeks.
- (d) The period of leave prescribed by subclause 37.2(b) must be concluded within 12 months of the birth or placement of the child.
- (e) In order to demonstrate to the Employer that, subject to subclause 37.2(b), only one parent will be off on parental leave at a time an employee will, when applying for parental leave, provide the Employer with a statutory declaration stating particulars of any period of parental leave sought or taken by his or her partner.
- (f) Subject to available credits, the leave prescribed by subclause 37.2(b) may be taken as:
  - (i) paid personal leave, to a maximum of one week;
  - (ii) paid annual and/or long service leave;
  - (iii) time off in lieu of overtime and/or time accrued under a flexible working hours arrangement; and/or
  - (iv) unpaid leave.
- (g) Except as otherwise provided by this Agreement or by legislation, parental leave is unpaid.

- (h) An employee is eligible, without concluding their current period of parental leave and resuming duty, for subsequent periods of parental leave, including paid parental leave.

### 37.3 Birth of a child

The provisions of this subclause apply to a pregnant employee.

- (a) The employee will provide to the Employer at least 10 weeks in advance of the expected date of birth:
  - (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of birth; and
  - (ii) written notification of the date on which she proposes to commence parental leave and the period of leave to be taken.
- (b) Subject to subclause 37.3(c), the period of unpaid parental leave may commence up to six weeks prior to the expected date of birth of the child or earlier if the Employer and employee so agree, but must not start later than the birth of the child.
- (c) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an Employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (d) Where, after 20 weeks, the pregnancy of an employee terminates other than by the birth of a living child, the entitlement to paid parental leave remains intact.
- (e) Where the pregnancy of an employee terminates earlier than 20 weeks, other than by the birth of a living child, the employee will be eligible for paid personal leave, and such period of unpaid leave as a registered medical practitioner certifies as necessary. At the request of the employee and with the agreement of the Employer, other paid leave may be substituted for the period of unpaid leave.
- (f) Where leave is granted under subclause 37.3(d), during the period of leave an employee may return to work at any time, as agreed between the Employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.
- (g) Where the pregnancy of an employee on parental leave terminates other than by the birth of a living child, it will be the right of the employee to resume work at a time nominated by the Employer which will not exceed four weeks from the date of notice in writing by the employee to the Employer that she desires to resume work.
- (h) Where an employee on parental leave suffers illness related to her pregnancy, she may take such paid personal leave as to which she is then entitled and such further unpaid leave (to be known as special parental leave) as a registered medical practitioner certifies as necessary before her return to work provided that the aggregate of paid personal leave, special parental leave and parental leave will not exceed 12 months.
- (i) Where:

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

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

#### 37.4 Adoption of a child

- (a) The employee will notify the Employer at least 10 weeks in advance of the date of commencement of parental leave and the period of leave to be taken. An employee may commence parental leave prior to providing such notice where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) The Employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (c) The Employer will grant an employee who is seeking to adopt a child such unpaid leave as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the Employer may require the employee to take such leave in lieu of unpaid leave.
- (d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from the date of notification for the employee's return to work.

#### 37.5 Partner leave

- (a) An employee will provide to the Employer, at least 10 weeks prior to each proposed period of parental leave:
  - (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.

#### 37.6 Other Parent Leave

- (a) An employee, whose Partner is not employed, or is employed and does not intend to take unpaid Parental Leave for a child under the age of 12 months or placement of a newly adopted child as provided for subclause 37.4, may access unpaid Other Parent Leave where:

- (i) the employee will have a responsibility for the care of the child; or
  - (ii) the Partner has responsibility for the care of the child for the period between the date of birth or placement of the child and the start date of the employee's leave.
- (b) The leave application must ensure the leave commences within 12 months of the date of birth or placement of the child.
  - (c) This entitlement forms part of an employee's 52 week unpaid Parental Leave entitlement and may not be extended beyond 24 months after the date of birth or date of placement of a newly adopted child as provided for in subclause 37.4.

### 37.7 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 37.8.

### 37.8 Variation of period of parental leave

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

### 37.9 Unpaid Special Maternity Leave

- (a) A pregnant employee is entitled to a period of unpaid special maternity leave if the employee is not fit for work during that period because the employee:
  - (i) has a pregnancy related illness; or
  - (ii) has been pregnant and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by a living child; and
  - (iii) has not utilised personal leave for the period.
- (b) An employee must give the Employer notice of the taking of unpaid special maternity leave by the employee.
- (c) The notice must:
  - (i) be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - (ii) advise the Employer of the period, or expected period, of the leave.
- (d) An employee who has given notice of the taking of unpaid special maternity leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in 37.9(a).

- (e) Without limiting 37.9(d), an Employer may require the evidence referred to in that subsection to be a medical certificate.
- (f) An employee's entitlement to 12 months of unpaid maternity leave provided at 37.2 is not reduced by the amount of any unpaid special maternity leave taken by the employee while the employee was pregnant

#### 37.10 Parental leave and other entitlements

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

#### 37.11 Transfer to a safe job

- (a) If the employee gives her Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the employee is fit to work, but that it is not advisable for her to continue in her present position for a stated period because of:
  - (i) illness, or risks, arising out of her pregnancy; or
  - (ii) hazards connected with that position; thenthe Employer must modify the duties of the position or alternatively transfer the employee to a safe job at the same classification level for the period during which she is unable to continue in her present position.
- (b) If it is not reasonably practicable to modify the duties of the position or transfer the employee to a safe job, the employee is entitled to paid leave for the period during which she is unable to continue in her present position.
- (c) An entitlement to paid leave provided in subclause 37.11(b) is in addition to any other leave entitlement the employee has and the employee is to be paid the amount the employee would reasonably have expected to be paid if the employee had worked during that period.
- (d) An entitlement to paid leave provided in subclause 37.11(b) ends at the earliest of:
  - (i) the end of the period stated in the medical certificate;
  - (ii) if the employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or
  - (iii) if the employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

### 37.12 Temporary reduction in hours during pregnancy

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

### 37.13 Communication during Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer will take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the location, status or responsibility level of the position the employee held before commencing parental leave; and
  - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the location, status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee will take reasonable steps to inform the Employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to return to work on a part time basis.
- (c) The employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 37.13(a).

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

- (a) An employee will confirm the intention to return to work by notice in writing to the Employer not less than 4 weeks prior to the expiration of parental leave.
- (b) An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave.
- (c) Where the employee was transferred to a safe job or proceeded on leave as provided for in subclause 37.11(b), the employee is entitled to return to the position occupied immediately prior to the commencement of leave.
- (d) An employee may return on a part time or job-sharing basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level.

- (e) An employee may return to work on a modified basis, which may involve the employee working:
  - (i) on different days;
  - (ii) at different times
  - (iii) on fewer days;
  - (iv) for fewer hours;

or any combination thereof, than the employee worked immediately before starting parental leave.
- (f) Subject to the Employer's approval, an employee who has returned on a part time or modified basis may revert to how the employee worked immediately before starting parental leave or full time work at the same classification level within two years of the recommencement of work.
- (g) The Employer will only refuse such a request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include:
  - (i) cost;
  - (ii) lack of an adequate replacement employee;
  - (iii) loss of efficiency; and
  - (iv) the impact on customer service.
- (h) An employee who believes their request has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.
- (i) Employer Requirement to Revert
  - (i) If, on finishing parental leave, an employee has returned to work on a modified basis in accordance with clause 37.14(e) the Employer may subsequently require the employee to resume working on the same basis as the employee worked immediately before starting parental leave.
  - (ii) A requirement can be made under clause 37.14(i)(i) only if:
    - (A) The requirement is made on grounds that the employee continuing to work on a modified basis would have an adverse effect on the conduct of the operations or business of the Employer and the reasonableness of those grounds would satisfy a reasonable person; or
    - (B) The employee no longer has a pre-school child or a child who falls within the compulsory education period as defined in section 6 of the *School Education Act 1999* (WA).

### 37.15 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.

### 37.16 Notwithstanding any agreement or other provision to the contrary:

- (a) absence on parental leave will not break the continuity of service of an employee, but will not be taken into account in calculating the period of service for any purpose of this Agreement.
- (b) commencement of part time employment in accordance with this clause, and return from part time to full time work under this clause, will not break the continuity of service or employment.

### 37.17 Casual employment during parental leave

- (a) Notwithstanding any other provision of this clause, an employee may be employed on a casual basis during a period of parental leave, provided that any period of such service will not count as service for the purposes of any other provision of this Agreement, and will not break the continuity of employment of such an employee nor change the employees employment status in regard to their substantive employment.
- (b) An employee will not be engaged by the Employer as a casual employee whilst the employee is on a period of paid parental leave, or a period of accrued annual or long service leave taken concurrently with a period of unpaid parental leave.
- (c) An employee engaged for casual work pursuant to this subclause will be employed at a level commensurate to the level of the available casual position.

### 37.18 Special Temporary Employment

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

### 37.19 Paid parental leave

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

- (a) An employee, other than an eligible casual employee, who is the primary care giver, and who has completed 12 months continuous service in the Western Australian Public Sector, will be entitled from the anticipated birth date, or for the purposes of adoption from the date of placement of the child, or from a later date nominated by the primary care giver, to paid parental leave of 14 weeks, which will form part of the 52 week entitlement provided in subclause 37.2(a).
- (b) A pregnant employee can commence the period of paid parental leave any time from six weeks before the expected date of birth.
- (c) An employee may take the paid parental leave specified by subclause 37.19(a) at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
- (d) An employee who takes paid parental leave on half pay does not accrue Agreement or other entitlements beyond those that would have accrued had they taken the leave at full pay.
- (e) For the purposes of this subclause “Continuous service” means service under an unbroken contract of employment or contiguous contacts of employment and includes any period of:
  - (i) leave taken in accordance with this clause;
  - (ii) part time employment worked in accordance with this Agreement; and
  - (iii) leave or absence authorised by the Employer.
- (f) Only one period of paid parental leave is available for each birth or adoption.
- (g) Contract employees’ paid parental leave cannot continue beyond the expiry date of their contract.
- (h)
  - (i) Paid parental leave will be paid at base rates and subject to subclause 37.19(h)(ii) and (iii) will not include the payment of any form of allowance or penalty payment.
  - (ii) An employee in receipt of a higher duties allowance for a continuous period of 12 months or more immediately prior to commencing paid parental leave, is to continue to receive the higher duties allowance for the first four weeks of paid parental leave.
  - (iii) An employee who is entitled to be paid higher duties allowance in accordance with subclause 37.19(h)(ii) and elects to take paid parental leave at half pay will be paid the higher duties allowance at the full rate for the first four weeks only.
  - (iv) Notwithstanding this subclause, parental leave may be paid either before or after any other paid leave taken during a period of parental leave.

- (i) Absence on paid parental leave counts as qualifying service for the purpose of accruing entitlements to personal leave, annual leave and long service leave.
- (j) The Employer may request evidence of primary care giver status.
- (k) Payment for a part time employee is to be determined according to an average of the hours worked by the employee over the preceding 12 months, or their ordinary working hours at the time of commencement of parental leave, whichever is greater.
- (l) Where an employee is on a period of half pay parental leave and their employment is terminated through no fault of the employee, the employee will be paid out any period of unused paid parental leave equivalent to the period of leave the employee would have accessed had they been on full pay parental leave when their termination occurred.
- (m) An employee eligible for a subsequent period of paid parental leave as provided for under subclause 37.2(h) will be paid the parental leave as follows:
  - (i) According to the employee's status, classification and ordinary working hours at the time of commencing the original period of paid parental leave; and
  - (ii) Not affected by any period of Casual employment during parental leave undertaken in accordance with subclause 37.17, or by any period of Special Temporary Employment undertaken in accordance with subclause 37.18.
- (n) Subject to the provisions of this subclause, all other provisions of this clause apply to employees on paid parental leave.
- (o) An eligible casual employee has no entitlement to paid leave under this clause with the exception of the entitlement to paid leave as provided under subclause 37.11(b). Nothing in this clause confers a change in the employment status of a casual employee.
- (p) Service by an eligible casual employee for a Western Australian Public Sector Employer will count as service for the purposes of determining 12 months continuous service as per clause 37.19(a) where:
  - (i) the eligible casual employee has become a permanent or fixed term contract employee with the Employer; and
  - (ii) the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than 3 months.

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

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

- (a) A maximum period of up to 52 weeks continuous unpaid leave which may commence any time within 24 months following the birth or placement of the employee's grandchild.
- (b) An employee is only entitled to grandparental leave if they are or will be the primary care giver:

- (i) of a grandchild of the employee; or
  - (ii) upon adoption of a grandchild of the employee, being a child who is not the grandchild or grand-stepchild of the employee under the age of 16 and has not lived continuously with its adoptive parents for six months or longer.
- (c) Determination of primary care giver status will be made by reference to the provision of care during what would be the employee's ordinary hours of work had the employee not been providing care to their grandchild.
  - (d) An Employer may require an employee to provide confirmation of their primary care giver status. Where an Employer requires an employee to confirm their status as the primary care giver of a grandchild, the employee is to provide the Employer with evidence that would satisfy a reasonable person of the entitlement to unpaid grandparental leave.

### **38. SUPERANNUATION ON UNPAID PARENTAL LEAVE**

38.1 In this clause, "unpaid parental leave" means:

- (a) unpaid maternity leave, which includes unpaid maternity leave, unpaid special maternity leave and extended unpaid maternity leave under clause 37;
- (b) unpaid adoption leave under clause 37; and
- (c) unpaid other parent leave under clause 37 of this Agreement.

38.2 An employee or eligible casual employee who is entitled to unpaid parental leave is entitled to have superannuation contributions made in respect of the period of unpaid parental leave taken to a maximum of 12 weeks.

38.3 Superannuation contributions made under this clause will be calculated:

- (a) in respect of the period of unpaid maternity leave, unpaid adoption leave or unpaid other parent leave taken or 12 weeks; whichever is lesser;
- (b) based on the amount that would have been paid to the Employee had they taken paid maternity leave, paid adoption leave or paid other parent leave for that period and in accordance with the following:
  - (i) for full time employees - the ordinary working hours at the time of commencement of parental leave;
  - (ii) for part time employees - an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours at the time of commencement of parental leave, whichever is greater; or
  - (iii) for eligible casual employees - an average of the hours worked by the eligible casual employee over the preceding 12 months;

exclusive of shift and weekend penalties.

38.4 Superannuation contributions will be paid:

- (a) to the employee's superannuation fund in respect of which superannuation contributions for that employee are made; and
- (b) at the time that the period of unpaid parental leave in respect of which the contributions are payable concludes.

38.5 Superannuation contributions will be made in accordance with the *State Superannuation Act 2000* (WA) and the *State Superannuation Regulations 2001* (WA).

### **39. DONOR LEAVE**

#### **39.1 Blood or Plasma Donation**

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

#### **39.2 Organ or Tissue Donation**

- (a) Subject to the production of appropriate evidence, an employee will 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.

### **40. EMERGENCY SERVICE LEAVE**

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

40.2 The Employer will 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.

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

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

40.5 An employee, who during the course of an emergency, volunteers their services to an emergency organisation, will comply with subclauses 40.2, 40.3 and 40.4.

### **41. DEFENCE FORCE RESERVES LEAVE**

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

41.2 Leave of absence may be paid at the ordinary rate of pay or unpaid in accordance with the provisions of this clause.

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

#### 41.4 Paid leave

- (a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence at the ordinary rate of pay for Defence service, subject to the conditions set out hereunder.
- (b) Part-time employees will receive the same paid leave entitlement as full-time employees but payment will only be made for those hours that would normally have been worked but for the leave.
- (c) On written application, an employee will be paid salary in advance when proceeding on such leave.
- (d) Casual employees are not entitled to paid leave for the purpose of Defence service.
- (e) An employee is entitled to paid leave for a period not exceeding 105 hours at the ordinary rate of pay in any period of twelve months commencing on 1 July in each year.
- (f) An employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of twelve months commencing on July 1. Pay for this leave will be at the rate of the difference between the ordinary rate of pay that the employee would have received and the Defence Force payments to which the employee is entitled if such payments do not exceed the ordinary rate of pay. In calculating the pay differential, pay for Saturdays, Sundays, public holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.

#### 41.5 Unpaid leave

- (a) Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in subclause 41.4 will be unpaid.
- (b) Casual employees are entitled to unpaid leave for the purpose of Defence service.

#### 41.6 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) An Employer cannot compel an employee to use annual leave or long service leave for the purpose of Defence service.

## **42. WITNESS AND JURY SERVICE**

### 42.1 Witness

- (a) An employee subpoenaed or called, as a witness to give evidence in any proceeding will as soon as practicable notify the Employer.

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

#### 42.2 Jury

- (a) An employee required to serve on a jury will as soon as practicable after being summoned to serve, notify the Employer.
- (b) An employee required to attend for jury service will be granted by the Employer leave of absence with full pay, but only for such period as is required to enable the employee to carry out duties as a juror.
- (c) An employee granted leave as prescribed in subclause 42.2(b) is not entitled to retain any juror's fees but will pay all fees received into Consolidated Revenue Fund. The receipt for such payment will be forwarded with a voucher showing the amount of juror's fees received to the Employer.

### **43. CULTURAL AND CEREMONIAL LEAVE**

- 43.1 Cultural/ceremonial leave will be available to all employees.
- 43.2 Such leave will include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.
- 43.3 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.
- 43.4 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.
- 43.5 The Employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.

- 43.6 Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, will be deducted from:
- (a) the employee's annual leave entitlements;
  - (b) the employee's accrued long service leave entitlements, but in full days only; or
  - (c) accrued days off or time in lieu.

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

#### **44. CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDERS**

- 44.1 Employees who identify as Aboriginal or Torres Strait Islanders (ATSI) are entitled to paid cultural leave which can be accessed to participate in any of the following:
- (a) cultural and ceremonial obligations under ATSI lore, customs or traditional law; and
  - (b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.
- 44.2 Up to five days of paid cultural leave per calendar year will be available under this clause. The leave need not be taken in one continuous period. Paid cultural leave will not accrue from year to year and will not be paid out on termination.
- 44.3 The Employer will assess each application for cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- 44.4 The Employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- 44.5 If an Employer requires an employee to attend to business associated with an ATSI organisation, or an organisation that works to facilitate ATSI interests, the attendance is considered to be a part of the employee's normal duties and the employee need not access leave under this or any other clause to enable it.
- 44.6 Cultural leave granted under this clause is in addition to the leave provided by Clause 34 - Bereavement Leave and Clause 43 – Cultural and Ceremonial Leave of this Agreement.

#### **45. STUDY LEAVE**

- 45.1 The Employer will provide an employee with study assistance in the form of leave with pay to undertake part-time study that is relevant to the duties being or likely to be performed by an employee, is relevant to the current and emerging needs of the Employer, enhances their career development, and does not unduly affect or inconvenience the operations of the Employer.
- 45.2 Study leave with pay will be for formal study periods only and an employee will undertake at least 50% of formal study in their own time. An employee will provide evidence that satisfies the Employer as to their attendance and satisfactory progress with studies. The maximum amount of paid study leave will be 160 hours within a 12 month period for a full-time employee and pro rata for a part-time employee.

45.3 Nothing in this Agreement will prevent the Employer from agreeing to alternative arrangements for utilising this entitlement to leave with pay for study purposes or for structured trade training.

#### **46. PAID LEAVE FOR ENGLISH LANGUAGE TRAINING**

46.1 Leave to attend English Language Training (training which is designed to impart an acceptable level of vocational English proficiency) will be granted, without loss of pay during normal working hours, to employees from a non-English speaking background, who:

- (a) are unable to meet standards of communication to advance career prospects;
- (b) constitute a safety hazard or risk to themselves and/or fellow employees; or
- (c) are not able to meet the accepted production requirements of the Employer.

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

46.3 The content and provider of the training will be agreed between the Employer, Unions and the Adult Migrant Education Service or other approved authority conducting the training, and will take account of the vocational needs of an employee in respect of:

- (a) communication, safety and welfare;
- (b) productivity within the employee's current position as well as those positions to which the employee may be considered for promotion or redeployment;
- (c) issues in relation to training, retraining and multiskilling, award restructuring, industrial relations and safety provisions, and equal opportunity employment legislation.

46.4 The selection of employees for training will be determined by consultation between the Employer and the appropriate Unions.

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

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

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

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

47.2 The Employer will make enquiries with the Department of Sport and Recreation on:

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

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

- 48.1 The Employer recognises that some employees may face situations of violence or abuse in their personal life that may affect their attendance or performance at work, the Employer is committed to providing support to employees who experience family and domestic violence.
- 48.2 An employee will not be discriminated against because of their disclosure of, experience of, or perceived experience of, family and domestic violence.
- 48.3 The Employer will not tolerate employees perpetrating family and domestic violence in or from the workplace. Employees must not use work facilities to perpetrate family and domestic violence. Any such conduct may constitute a breach of discipline.

### **Definitions of Family and Domestic Violence**

- 48.4 (a) The meaning of family and domestic violence is in accordance with the definition in the *Restraining Orders Act 1997* (WA).
- (b) To avoid doubt, this definition includes behaviour that:
- (i) is physically or sexually abusive;
  - (ii) is emotionally or psychologically abusive;
  - (iii) is economically abusive;
  - (iv) is threatening;
  - (v) is coercive;
  - (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
  - (vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

### **Access to Family and Domestic Violence Leave**

- 48.5 In accordance with the following subclauses, an employee, including a casual employee, may apply for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the employee seeking the leave.
- 48.6 Such activities related to family and domestic violence may include attendance at medical appointments; legal proceedings; counselling, appointments with a medical or legal practitioner; relocation or making other safety arrangements; and other matters of a compassionate or pressing nature related to family and domestic violence which arise without notice and require immediate attention.
- 48.7 Subject to subclauses 48.5 and 48.6, an employee experiencing family and domestic violence will have access to 10 non-cumulative days per year of paid Family and Domestic Violence Leave, in addition to their existing leave entitlements.

- 48.8 On exhaustion of the leave entitlement in subclause 48.7, employees will be entitled to up to 2 days' unpaid Family and Domestic Violence Leave on each occasion.
- 48.9 Family and Domestic Violence Leave does not affect salary increment dates, Long Service Leave entitlements or Annual Leave entitlements.
- 48.10 Subject to the Employer's approval of the application, Family and Domestic Violence Leave may be taken as whole or part days off.
- 48.11 Application of the leave entitlement for casual employees will be considered by the Employer on a case by case basis.

#### **Notice and Evidentiary Requirements**

- 48.12 The employee will notify their Employer as soon as reasonably practicable of their request to take leave under this clause.
- 48.13 Supporting evidence of family and domestic violence may be required to access paid leave entitlements however this should not be onerous on the employee. Leave can be granted without supporting documentation where the Employer is satisfied it is not required.
- 48.14 Evidence may be in the form of a document issued by the police, a court, a legal service, a health professional, or a counsellor or a refuge service. A statutory declaration may also be provided.
- 48.15 Such evidence will be dealt with in accordance with the confidentiality provisions in this clause. Only the employee will retain a copy of the evidence and information will not be kept on an employee's personnel file.

#### **Access to other forms of leave**

- 48.16 Subject to the leave provisions of this Agreement, an employee experiencing family and domestic violence may use other leave entitlements.
- 48.17 Subject to the Employer's approval of the application, and sufficient leave credits being available, leave may be taken as whole or part days off.
- 48.18 Forms of other paid leave include:
- (a) Personal Leave;
  - (b) Annual Leave;
  - (c) accrued Long Service Leave;
  - (d) purchased leave;
  - (e) accrued time off in lieu of overtime or flexi leave.
- 48.19 Approval of Leave Without Pay is subject to the provisions of this Agreement.

#### **Confidentiality**

- 48.20 The Employer will take all reasonable steps to ensure any information disclosed by employees regarding family and domestic violence is kept strictly confidential. Disclosure

will be on a need-to-know basis only and only to maintain safety. Where possible, disclosure will only occur with the express consent of the employee.

- 48.21 Employers will take reasonable steps to ensure any information or documentation provided by an employee regarding family and domestic violence is kept confidential.
- 48.22 Only the employee will retain a copy of evidence for accessing Family and Domestic Violence Leave and information will not be kept on an employee's personnel file unless otherwise agreed. The Employer will record that any evidence produced was sighted.
- 48.23 Subsequent disclosure should be on a need-to-know basis, for example if there is a potential for workplace safety to be impacted and generally with the consent of the employee.
- 48.24 This clause does not override any legal obligations to disclose information.

### **Contact person**

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

### **Individual Support**

- 48.26 Where there is a risk to the personal health or safety of an employee who is experiencing or has experienced family and domestic violence, the Employer, where appropriate, may:
- (a) facilitate flexible working arrangements, such as changes to hours/days worked, working different days or length of days, changed shift/rostering arrangements, in accordance with the provisions of this Agreement;
  - (b) make workplace modifications including changes to the employee's telephone number and email address and, where appropriate/practicable, the employee's work location.
- 48.27 An employee who is experiencing or has experienced family and domestic violence may access confidential counselling support via the Employer's employee assistance program.

### **Workplace Safety**

- 48.28 Where an Employee raises issues of family and domestic violence the Employer should establish with the employee the level of risk and seek advice from their human resource/safety specialist to review and implement specific safety and emergency management systems and plans.
- 48.29 With the exception of access to the Employer's employee assistance program which is available to all employees, the provisions of this clause are only applicable to employees who are subject to family and domestic violence.

## **PART 7 – WORKPLACE FLEXIBILITY**

### **49. MOBILITY**

- 49.1 This clause will apply to all employees of the Employer and, where applicable, will be read in conjunction with Clause 21 - Fares and Travelling Allowances and Clause 22 - Travelling Allowance.
- 49.2 The standards prescribed in any applicable Public Sector Standard will apply to the application of this clause.
- 49.3 Without limiting subclause 49.4, the Employer will seek for employees to volunteer for any deployment opportunities which may arise under this clause, except in exceptional circumstances where the Employer may decide otherwise.
- 49.4 In giving effect to the mobility provisions of this clause, both the Employer's and the employee's needs are to be considered. In particular, the Employer will not act unreasonably in the deployment of employees and will have genuine regard for:
- (a) family and carer responsibilities of the employee;
  - (b) availability of transport and/or additional travel;
  - (c) the suitability of the position to which the employee is being deployed or transferred having regard to the skills, abilities and competencies of the employee; and
  - (d) the classification level and relevant opportunity costs to the employee.
  - (e) maintaining the employee's existing work arrangements, where operationally practicable.
- 49.5 Short-term Deployment (up to one week)
- (a) Subject to subclause 49.4 and the giving of reasonable notice, an employee may be deployed to another location on a short-term basis.
  - (b) The employee will be reimbursed any reasonable net additional travelling costs incurred as a result of the employee being deployed on a short-term basis.
  - (c) Any reasonable net additional travelling time incurred by the employee as a result of the employee being deployed on a short-term basis will be counted as ordinary working hours.
- 49.6 Temporary Deployment (more than one week)
- (a) Subject to subclause 49.4 and the giving of reasonable notice, an employee may be deployed to another location on a temporary basis.
  - (b) Subject to subclause 49.6(e), the employee will be advised of the terms and the duration of the temporary deployment in writing.
  - (c) The employee will be reimbursed any reasonable net additional travelling costs incurred as a result of the employee being temporarily deployed.

- (d) Any reasonable net additional travelling time incurred by the employee as a result of the employee being temporarily deployed will be counted as ordinary working hours.
- (e) Where the deployment requires the employee to reside at a location other than their normal residence:
  - (i) the duration of the deployment will not exceed three months unless otherwise agreed between the Employer and the employee, and
  - (ii) consideration will be given to reasonable return home arrangements during the period of the deployment.

49.7 For the purposes of notice at subclauses 49.5(a) and 49.6(a), the Employer will use its best endeavours to provide the employees with no less than 24 hours' notice.

#### 49.8 Permanent Transfer

Subject to subclause 49.4 and the giving of reasonable notice, an employee may be transferred to another location on a permanent basis provided that:

- (a) an employee cannot be directed to transfer with less than three months' notice;
- (b) an employee of the WA Country Health Service cannot be directed to transfer to a town that would require the employee to change residence;
- (c) the transfer is at a comparable classification level; and
- (d) the employee is formally notified of the duties and these are commensurate with the substantive classification of the employee.
- (e) Nothing in this subclause overrides the Employer's obligations under Clause 52 - Introduction of Change.

49.9 An employee who may be transferred or deployed under this clause, will be provided with an opportunity to discuss the terms of deployment including any impact to workload.

49.10 The Employer recognises for the purposes of this clause, an employee may, or will have a primary location of employment.

49.11 Nothing in this clause is intended to limit the Employer's capacity to roster an employee to work at different worksites within a HCU.

49.12 Any dispute concerning mobility and deployment may be addressed through the procedures contained in Clause 60 - Dispute Resolution.

## 50. WORKPLACE REFORM

50.1 The parties have implemented the metal/electrical trades national competency standards in accordance with the Competency Standards Implementation Guide (Published June 1996), Metal and Engineering Training Package (National Code Identifier MEM05, published 1 December 2005) and the National Metal and Engineering Competency Standards (published 1996), or subsequent amendments thereto where agreed between the parties. To the extent of any inconsistency between these documents and this Agreement, this Agreement will take precedence.

50.2 The parties will during the life of this Agreement implement the building trades national competency standards, the structure having been built around and having regard to the metal/electrical trades national competency standards, as described at subclause 50.1, in accordance with Schedule C – Competency Based Classification Structure.

### 50.3 Competency Based Standards

The Competency Standards will be implemented on the following basis:

(a) Assessors

- (i) An assessment may be undertaken by any accredited assessor recognised, from time to time, by the Employer and Union. Such recognition may be withdrawn at any time by either party.
- (ii) The Employer will endeavour to ensure that sufficient employees (to include trade and managerial staff employed by the Employer) are trained at any time, to meet the assessment requirements of the Employer.
- (iii) In the event of the parties being in dispute regarding the Employer unreasonably withholding or withdrawing recognition of an accredited assessor employed by the Employer, the dispute may be determined through Clause 60 - Dispute Resolution.

(b) Assessment Appeals

- (i) In the event of an employee or the Employer disputing the outcome of an assessment, the aggrieved party may refer the matter to a Board of Reference, established in accordance with s 48 of the *Industrial Relations Act 1979* (WA), for determination.
- (ii) The Board of Reference nominees will consist of an accredited assessor to be nominated by the Employer, and an accredited assessor to be nominated by the employee.

(c) An employee will be obliged to participate in competency based assessment, where requested by the Employer.

50.4 The parties may from time to time convene a Working Party to oversee, monitor and discuss any issues, which may arise in regard to the implementation and/or operation of the competency system described at subclause 49.1 or 49.2. The Working Party may consider the need for recognition of restricted licences for trades exercising associated competencies. Any party to this Agreement may progress this issue to the Commission via the Dispute Resolution Procedure contained at Clause 60 - Dispute Resolution.

## 51. 12 HOUR SHIFT ARRANGEMENTS FOR PLANT OPERATORS

51.1 12 hour shifts may be worked by Plant Operators.

51.2 Where such arrangements operate, the terms of the arrangement for the working of 12 hour shifts will be agreed, in writing, between the relevant Union(s) and the HCU(s).

- 51.3 The overtime provisions of this Agreement will not apply to the ordinary rostered hours of a Plant Operator working 12 hour shifts, except where the hours worked exceed an average of 76 hours per fortnight.
- 51.4 Time worked in excess of the ordinary working hours will be paid for at ordinary rates:
- (a) If it is due to private arrangements between the employees themselves; or
  - (b) If it does not exceed two hours and is due to a relieving person not coming on duty at the proper time; or
  - (c) If it is for the purpose of effecting the customary rotation of shifts.
- 51.5 The Employer and the Union(s) may agree to alternative meal and tea break arrangements to those written into this Agreement, in order to accommodate the 12 hour shift roster. Any such agreed variation will be incorporated into the written document defining the terms under which the 12 hour shifts will operate.
- 51.6 On each occasion that the salary rate applicable to Plant Operators varies, the employees affected and the applicable Union(s) will be notified by the Employer, in writing, of the adjusted salary rate to apply to the Plant Operators.
- 51.7 Any dispute arising from the operation of this clause will be addressed in accordance with Clause 60 - Dispute Resolution.

## **52. COMMITMENT OF THE PARTIES**

### **52.1 Occupational Safety and Health**

The Parties are committed to continuing active participation in the Occupational Safety and Health management process which operates within the HCU and to ensuring the relevant Acts, regulations, codes of practice and standards are adhered to.

### **52.2 Establishment of a HCU Consultative Committee**

Where any party so requests, the Parties will establish a Consultative Committee as a vehicle to improve communication and genuine consultation in the workplace.

### **52.3 Role of the HCU Consultative Committee**

- (a) Without limiting the range of activities and matters which the Parties may at any time agree to include in the Terms of Reference of the Committee, the Committee will deal with any industrial matters.
- (b) The Committee will develop and endorse its own specific Terms of Reference.

### **52.4 Composition of the HCU Consultative Committee**

- (a) The Committee will, subject to subclause 52.4(c) consist of equal numbers of representatives of employees and the Employer. The employee representatives will be directly elected by all employees to whom this Agreement applies and who are engaged at that HCU.

- (b) For the purposes of the election of employee representatives to the Committee and the conduct of the business of the Committee there will be no distinction made by the Parties between members and non-members of the Unions.
- (c) The Unions may nominate up to three additional accredited workplace representatives as members of the Committee.
- (d) Each Union may each nominate an official to attend meetings of the Committee.

## 52.5 General

- (a) Meetings of the Committee will be scheduled to occur during the ordinary working hours of members.

It is however acknowledged that some commitment of members' time outside of normal working hours may be required.

- (b) The Employer will provide Committee members with reasonable time away from their normal work to undertake the duties of members, which will include but will not necessarily be limited to:
  - (i) Formal and informal consultation with staff in the workplace.
  - (ii) Participation in working parties which may be established by the Committee.
  - (iii) Meetings of employee representatives immediately prior to meetings of the Committee.
  - (iv) Participation in agreed training designed to equip members with the knowledge and skills to contribute effectively to the business of the Committee.
- (c) The Committee will develop agreed protocols for the release of members from their normal work.
- (d) The Parties will agree, on a HCU by HCU basis, on the resources necessary to support the functioning of the Committee.

## 53. INTRODUCTION OF CHANGE

### 53.1 Employer's Duty to Notify

- (a) The Employer will notify the employees and the Union(s), where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology, that are likely to have significant effects on the employees.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's work force or in the skills required; the elimination or lessening of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for re-training or transfer of employees to other work or locations and the re-structuring of jobs. Provided that an alteration will not be deemed to have "significant effects" where the Agreement provides for such alteration.

## 53.2 Employer's Duty to Discuss Change

- (a) Discussion between the Employer and the employee(s) affected and the Union(s) will commence as soon as possible after a firm decision has been made by the Employer to make the changes referred to in subclause 53.1(a) above.
- (b) Such discussions will include: the effects the changes are likely to have on employee(s) and measures to reduce the adverse effects of such changes; and
- (c) The Employer will give prompt consideration to matters raised by the employee(s) and/or the Union(s) in relation to the changes.
- (d) For the purposes of such discussion, the Employer will provide to the employee(s) concerned and the Union(s), all relevant information about the changes, provided that the Employer will not be required to disclose confidential information, which would be inimical to the Employer's interest.

## 54. REDEPLOYMENT AND REDUNDANCY

- 54.1 The parties acknowledge that the *Public Sector Management Act 1994* (WA) and the *Public Sector Management (Redeployment and Redundancy) Regulations 2014* (Regulations) provide the legislative framework for redeployment and redundancy for employees covered by this Agreement. If the provisions of this clause and the Regulations are inconsistent, the Regulations prevail.
- 54.2 The Employer and prospective Employer will assess the Suitability of a Surplus employee broadly which includes, but is not limited to:
  - (a) acknowledging that the employee's classification level illustrates core competencies for that classification level;
  - (b) providing sufficient weight to the employee's knowledge, skills and experience; and
  - (c) recognising the transferability of skills to roles where a direct fit may not exist.
- 54.3 The Employer and prospective Employer will seek to place Surplus employees in suitable positions, pursuant to subclause 54.2.
- 54.4 The Employer will provide Surplus employees with direct access to priority vacancies through the online Recruitment Advertising Management System.
- 54.5 The Employer will provide Surplus employees with case management in line with the Public Sector Commission's Redeployment and Redundancy Guidelines and the Public Sector Commission's Redeployment and Redundancy Guidelines Appendix A – Case Management or any revised arrangement subsequent to the review of the redeployment and redundancy provisions. The Employer will ensure that Surplus employees are provided with an appropriately skilled case manager/s, a skills audit and continual support to find Suitable Employment.
- 54.6 On notification of registration, the Employer will provide an employee who is notified of the Employer's intention to register them under regulation 18 of the Regulations with the written reason/s for the intended registration and the possible employment, placement and training options available to them.

- 54.7 Where the Employer is able to do so consistent with Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment Period of a Registered Employee for the duration that the employee is participating in retraining, a secondment or other employment placement arrangement. Where suspension of the total duration would exceed the allowable duration under Commissioner's Instruction No. 12 – Redeployment and Redundancy, the Employer may Suspend the Redeployment Period for the portion allowable.
- 54.8 When a Registered employee enters the last three (3) months of their Redeployment Period, the Employer will notify the Union as soon as possible.

## **PART 8 – OCCUPATIONAL SAFETY AND HEALTH REPRESENTATIVES**

### **55. OCCUPATIONAL SAFETY AND HEALTH RECORDS**

- 55.1 The Employer will maintain an Occupational Safety and Health Representative Register.
- 55.2 The Occupational Safety and Health Representative Register will record the following information for each representative:
- (a) name;
  - (b) department/ward;
  - (c) site;
  - (d) job title/occupation;
  - (e) date of election as a representative; and
  - (f) training details on completion of relevant occupational safety and health training courses, including initial and refresher training dates.
- 55.3 The Employer will provide detail as per subclause 55.2 to the Union and System Manager every 6 months.
- 55.4 On 31 January each year, the System Manager will provide a year to date summary of the Occupational Safety and Health Representative Register for the WA Health System to the Department of Mines, Industry Regulation and Safety – Public Sector Labour Relations.

## **PART 9 – UNION REPRESENTATIVES**

### **56. UNION REPRESENTATIVES**

Subject to the recognition of properly constituted authority, Union representatives appointed by the Union will be recognised by the Employer. The Employer will be notified in writing by the Union of the representatives appointed.

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

- 57.1 The Employer will grant paid leave during ordinary working hours to an employee:
- (a) who is required to give evidence before any Industrial Tribunal;

- (b) who as a Union representative of the employees is required to attend negotiations and/or conferences between the Union and Employer;
- (c) when prior agreement between the Union and Employer has been reached for the employee to attend official Union meetings for negotiations or industrial hearings;
- (d) who as a Union nominated representative of the employees is required to attend joint Union/management consultative committees or working parties.

57.2 The granting of leave pursuant to subclause 57.1 will only be approved:

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

57.3 Employee Union Meetings

Subject to reasonable notice being provided to the Employer:

- (a) employees will be granted paid time off to attend two meetings per calendar year of up to one hour's duration at the workplace;
- (b) where a meeting exceeds one hour, any absence will be without pay for that part of the meeting which exceeds one hour; and
- (c) to conduct these meetings the Union, upon written request, will be given access to a private facility at the workplace for the duration of each meeting, if such a facility is reasonably available.

57.4 Leave will be granted at the ordinary rate of pay.

57.5 Leave granted will include any necessary travelling time during working hours.

57.6 The Employer is not liable for any expense incurred by the employee when attending union business.

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

57.8 Reasonable unpaid leave is available to an employee nominated by the Union to attend to union business in work time, subject to operational requirements.

57.9 Nothing in this clause will diminish the existing arrangements relating to the granting of paid leave for union business.

## **58. TRADE UNION TRAINING LEAVE**

58.1 Subject to the provisions of this clause:

- (a) An employee nominated or nominating to attend trade union training will be granted up to five days paid leave per annum, by agreement. Up to 10 days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten days.
- (b) A qualifying period of 12 months in Government employment will be served before an employee is eligible to attend courses or seminars of more than a half day duration, unless otherwise agreed.

58.2 Approval of leave requested pursuant to subclause 58.1 will be subject to:

- (a) notice of at least four weeks or a lesser period by agreement, being given to the Employer;
- (b) the request being made in writing detailing the subject, date, duration, venue and authority conducting the course of the leave and being accompanied by Union authorisation; and
- (c) the operation of the organisation not being unduly affected nor the convenience of the Employer impaired.

58.3 Leave will be granted at ordinary rate of pay and:

- (a) will not include shift allowances, penalty rates or overtime but shift workers will be deemed to have worked the shifts they would have worked had they not attended the course for all other purposes of the Agreement.
- (b) where a public holiday or rostered day off (including a rostered day off as a result of working a 38 hour week) falls during the duration of a course, a day off in lieu of that day will not be granted.

58.4 The Employer is not liable for any expense incurred by the employee when attending trade union training.

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

## **59. RIGHT OF ENTRY**

59.1 An accredited official will, on no less than one days' prior notification to the Employer, or a lesser period where so specified by the *Industrial Relations Act 1979* (WA), or as agreed to by the parties, have the right to enter the workplace during working hours, including meal breaks, for the purpose of discussing with employees covered by this Agreement, the legitimate business of the Union or for the purpose of interviewing employees, checking on salary rates, investigating award breaches or complaints concerning the application of this Agreement, or any other industrial matter, but will in no way unduly interfere with the work of the employees.

59.2 An accredited official will show the authority issued by the Commission if requested to do so.

### 59.3 Union Notices

Subject to the provisions of this clause, the Employer will allow an accredited official to post a copy of this Agreement or any Union notice on nominated notice boards.

### 59.4 Notice Board

Notice board(s) on which Union notices may be posted will be provided by the Employer in suitable locations.

## **PART 10 – DISPUTE RESOLUTION**

### **60. DISPUTE RESOLUTION**

#### 60.1 Dispute Resolution Procedure

In order to minimise the effect of any question, dispute or difficulty that may arise between the Parties or between the Employer and its employee(s), the following procedure will be observed.

- (a) Where a dispute, grievance or other question arises, the employee(s) concerned will raise the matter with the appropriate Supervisor or other nominated representative.
- (b) If not satisfactorily settled, or in cases where the matter is of such a nature as to warrant the omission of the step detailed in subclause 60.1(a) hereof, the shop steward and/or the employee(s) concerned will discuss the matter with the appropriate Employer representative.
- (c) If satisfaction is not achieved, the Shop Steward of the employee(s) will refer the matter to an appropriate full time official of the Union, who will discuss the matter with the appropriate representative of the Employer.
- (d) Each of the foregoing steps will be followed in good faith and without any undue or unreasonable delay by any party. Three working days will normally be considered reasonable for the purposes of moving from one to another of each of the foregoing steps.
- (e) This procedure will not apply in the event of any genuine issue involving the safety of the employee(s), or other person.
- (f) Throughout the foregoing procedure normal work will continue. No party will be prejudiced to final settlement by the continuance of work in accordance with this subclause.
- (g) At the employee's option, a shop steward or another nominated person may also be present at any of the meetings held regarding the dispute, grievance or question.
- (h) Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the *Employment Dispute Resolution Act 2008* (WA).

#### 60.2 Disciplinary Procedure

Where the Employer seeks to discipline an employee or terminate an employee the following steps will 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 right to reprimand the employee so that the employee understands the nature and implications of their conduct.
- (b) The first two reprimands will take the form of warnings and, if given verbally will 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 in writing three times within a 12 month period, the contract of service may, subject to the principles of natural justice, upon the giving of that third reprimand, be terminable in accordance with the provisions of this Agreement.
- (d) The above procedure is meant to preserve the rights of the individual employee, but it will not in any way, limit the right of the Employer to summarily dismiss an employee for misconduct.
- (e) At the employee's option, a shop steward or another nominated person may also be present at any of the meetings held regarding the dispute, grievance or question.

### 60.3 Access to the Commission

At any stage of these procedures, either party may refer the matter to the Commission for resolution. However, this will not occur until such time as the persons involved in the question, dispute or difficulty have made a reasonable attempt to resolve the question, dispute or difficulty.

### 60.4 Maintenance of Services

- (a) The Union(s) recognise that the Employer has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) The grievance procedure has been developed between the Parties to provide an effective means by which employees may reasonably expect problems to be dealt with as quickly as possible by the Employer.
- (c) Accordingly, the Union(s) agree that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Employer's operation's.
- (d) The Parties will agree, on a HCU by HCU basis, in writing on guidelines on the supply of labour and circumstances in which such labour will be called upon at each HCU.

**PART 11 – SIGNATORIES**

**61. SIGNATORIES**

  
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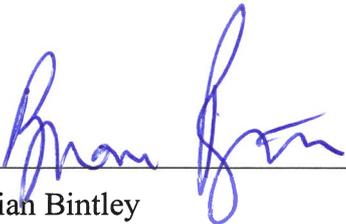
Justine Withers  
A/Director System-wide Industrial Relations  
for and on behalf of the Employers

24/3/21

  
\_\_\_\_\_

Peter Carter  
State Secretary  
Electrical Trades Union of WA

23/3/21

  
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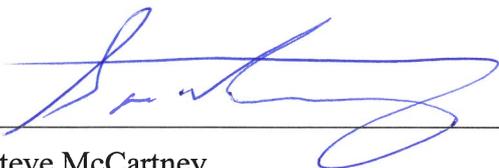
Brian Bintley  
State Secretary  
Plumbers and Gasfitters Employees' Union of Australia,  
West Australian Branch, Industrial Union of Workers

23<sup>rd</sup> March, 2021

  
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Mick Buchan  
State Secretary  
Construction, Forestry, Mining and Energy Union of Workers

23<sup>rd</sup> March, 2021

  
\_\_\_\_\_

Steve McCartney  
State Secretary  
Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers  
Western Australian Branch

24 March 2021

**PART 12 – SCHEDULES**

**SCHEDULE A – SALARIES**

(1) This Agreement provides for the following salary increases:

(a) \$1000 on and from 1 January 2021; and

(b) \$1000 on and from 1 January 2022.

Hospital Maintenance Technician	Percentage Relativity	Existing rate	\$1000 on and from 1 Jan 2021	\$1000 on and from 1 Jan 2022
Level 1	78%	\$47,374	\$48,374	\$49,374
Level 2	82%	\$49,652	\$50,652	\$51,652
Level 3	87.40%	\$52,727	\$53,727	\$54,727
Level 4	92.40%	\$55,574	\$56,574	\$57,574
Level 5	100%	\$59,903	\$60,903	\$61,903
Level 6	105%	\$62,748	\$63,748	\$64,748
Level 7	110%	\$65,596	\$66,596	\$67,596
Level 8	115%	\$68,443	\$69,443	\$70,443
Level 8A	120%	\$71,290	\$72,290	\$73,290
Level 9	125%	\$74,137	\$75,137	\$76,137
Level 10	130%	\$76,983	\$77,983	\$78,983

(2) Subject to this Agreement, employees will be paid the annual salaries specified in the following table in accordance with the level to which they are from time to time classified.

(3) An employee employed at Hospital Maintenance Technician Level 8A will be a Building Trade Employee.

(4) In addition to the rates specified above, employees described in the following table will be paid the specified annual allowance. The allowance will be treated as ordinary salary for all purposes of this Agreement.

	Existing rate	On and from 1 Jan 2021	On and from 1 Jan 2022
Plumber	\$1,352.00	\$1,370.00	\$1,388.00
Electrical Fitter / Mechanic	\$1,421.00	\$1,440.00	\$1,459.00

**SCHEDULE B – TRAVELLING, TRANSFER AND RELIEVING ALLOWANCE**

Item	Particulars	Column A Daily Rate	Column B Daily Rate Employees with dependents relieving allowance for period in excess of 42 days	Column C Daily Rate Employees without dependents relieving allowance for period in excess of 42 days
		\$	\$	\$
Allowance to meet incidental expenses				
(1)	WA – South of 26 <sup>0</sup> South Latitude	14.55		
(2)	WA – North of 26 <sup>0</sup> South Latitude	21.70		
(3)	Interstate	21.70		
Accommodation involving an overnight stay in a hotel or motel				
(4)	WA – Metropolitan Hotel or Motel	305.45	152.70	101.80
(5)	Locality South of 26 <sup>0</sup> South Latitude	208.55	104.30	69.50
(6)	Locality North of 26 <sup>0</sup> South Latitude			
	Broome	456.70	228.35	152.25
	Carnarvon	255.15	127.55	85.05
	Dampier	366.70	183.35	122.25
	Derby	342.20	171.10	114.05
	Exmouth	292.70	146.35	97.55
	Fitzroy Crossing	370.20	185.10	123.40
	Gascoyne Junction	291.70	145.85	97.25
	Halls Creek	247.20	123.60	82.40
	Karratha	445.70	222.85	148.55
	Kununurra	331.70	165.85	110.55
	Marble Bar	271.70	135.85	90.55
	Newman	338.95	169.50	113.00
	Nullagine	256.70	128.35	85.55
	Onslow	273.30	136.65	91.10
	Pannawonica	192.70	96.35	64.25
	Paraburdoo	259.70	129.85	86.55
	Port Hedland	367.15	183.55	122.40
	Roebourne	241.70	120.85	80.55
	Shark Bay	240.20	120.10	80.05
	Tom Price	320.20	160.10	106.75
	Turkey Creek	235.70	117.85	78.55
	Wickham	508.70	254.35	169.55
	Wyndham	254.70	127.35	84.90
(7)	Interstate – Capital City			
	Sydney	304.90	152.45	101.60
	Melbourne	288.55	144.30	96.15
	Other Capitals	270.10	135.05	89.95
(8)	Interstate – Other than Capital City	208.55	104.30	69.50
Accommodation involving an overnight stay at other than hotel or motel				
(9)	WA – South of 26 <sup>0</sup> South Latitude	93.65		

(10)	WA – North of 26 <sup>0</sup> South Latitude	128.25		
(11)	Interstate	128.25		
Travel not involving an overnight stay, or travel involving an overnight stay where accommodation only is provided				
(12)	WA – South of 26 <sup>0</sup> South Latitude			
	Breakfast	16.30		
	Lunch	16.30		
	Dinner	46.50		
(13)	WA – North of 26 <sup>0</sup> South Latitude			
	Breakfast	21.20		
	Lunch	33.20		
	Dinner	52.20		
(14)	Interstate			
	Breakfast	21.20		
	Lunch	33.20		
	Dinner	52.20		
Deduction for normal living expenses				
(15)	Each Adult	26.25		
(16)	Each Child	4.50		
Midday Meal (Clause 21.11)				
(17)	Rate per meal	6.35		
(18)	Maximum reimbursement per pay period	31.75		

## **SCHEDULE C – COMPETENCY BASED CLASSIFICATION STRUCTURE**

### **1 APPLICATION**

1.1 This Schedule will apply to:

- (a) Building Tradespersons and Building Employees employed by the Employer in any facility or service managed, controlled or operated by the Employer, and
- (b) Engaged in the Building Industry callings of carpenter, painter, plasterer and plumber, trade assistants, labourers and building employees not otherwise classified.

1.2 This Schedule will not apply to:

- (a) Apprentices;
- (b) Engineering Tradespersons and Engineering employees engaged in Engineering Industry callings of mechanical fitter, electrical fitter, motor mechanic, mechanic and refrigeration fitter.

### **2 AIMS OF THE COMPETENCY BASED CLASSIFICATION STRUCTURE**

The WA Government Health Services Building Services Competency Based Classification Structure will be given formal recognition through this Schedule.

A primary feature of this classification structure is the integration of trade skills, post trade skills, cross trade skills, dual trade skills and supervisory skills into the classification matrix. The purpose of this integration is to increase productivity and efficiency to make a substantial contribution to the efficiency and effectiveness of service delivery to the WA Government Health Services and provide workers with more varied, fulfilling and better paid jobs, through fundamental reform, including enhancing the career path for employees, and rationalising and simplifying the salary structure.

In doing this, the parties are committed to maintaining the integrity of competency based training and nationally approved competency standards.

### **3 INITIAL ASSESSMENT**

3.1 Employees wanting to have their current classifications reviewed in accordance with this Agreement must lodge an application for assessment in accordance with Attachment 3 of this Schedule, within 6 months of the registration of this Agreement.

3.2 If the Assessment confirms that the employee was performing work warranting a higher classification level, then the new classification will be effective as at the date of this agreement, or where applicable from such later date that the employee commenced carrying out the work of the higher classification.

3.3 Applications for Assessment lodged after 6 months of the registration of this Agreement will not be eligible for the above retrospectivity. Such applications will be processed in accordance with the provisions of Attachment 3 of this Schedule.

### **4 DEFINITIONS**

For the purposes of this Schedule:

‘Accredited Assessor’- means a person trained and recognised from time to time by the Employer and the union. Such recognition will be as a registered assessor holding a Statement of Attainment or the AQF Certificate 4 - Assessment and Workplace Training.

‘Australian Qualifications Framework’ (AQF) - is a framework constructed for the recognition of training and learning within set fields/trades, which are recognised nationally. AQF Trade Certificate Level 3 is equivalent to BT04 or 100% classification level.

‘Competencies’ – will be defined as:

- (a) ‘Core’ competencies’ will mean those competencies required for the classification/trade.
- (b) ‘Nominated competencies’ will mean those competencies deemed as required by the Employer.

‘Employer Reference Group’ (ERG) – will mean a representative group of senior engineering staff and industrial/human resources staff, the constituency of which is determined by the Employer, who act for the Employer in consultation, disputes and negotiations on matters which affect multiple health care units, where those matters arise from or are in connection with the implementation, application or operation of this schedule. The Employer will determine any limitations on the authority of the ERG to act on its behalf. The ERG may do all things that it considers necessary, within the limits of its authority, in fulfilling this role.

‘Designated Trade’ refers to the trade in which an employee holds a recognised Trade Certificate and is engaged in a role where the particular Trade Certificate is an essential selection criteria for appointment to the position.

‘Industry Accredited Course’ - is a course that has been constructed to reflect a group of industry relevant competency standards endorsed by an Industry Training Advisory Body (ITAB), and recognised in accordance with the provisions of the *Vocational Education and Training Act 1996* (WA).

‘Industry Training Advisory Body (ITAB)’ - will bear the meaning and functions contained in the *Vocational Education and Training Act 1996* (WA). An ITAB may act on its own behalf or involve other training organisations such as Registered Training Organisations in the provision of independent expert advice and assistance with dispute settlement. A relevant ITAB may be utilised to provide strategic advice on issues such as, but not limited to:

- (a) competency standards;
- (b) curriculum development;
- (c) qualifications;
- (d) articulation and accreditation requirements both on and off the job;
- (e) on the job training guidelines; and
- (f) assessment and certification arrangements.

In relation to the development of qualifications relevant to the classification structure, training bodies or committees of a like nature may be approached to ensure that consistent

standards are maintained across the building industry.

‘Maintenance’ - means the repair and renovation of buildings and structures necessitating the use of building or labourer skills and/or tools. This definition excludes Construction Work as defined by Clause 3 - Definitions.

‘Nationally Accredited Course’ - means a structured sequence of vocational education and training that has been accredited and leads to an AQF qualification or Statement of Attainment.

‘Points’ - means the points allocated upon successful completion of units of competence within a qualification that may lead to the issue of a Statement of Attainment. One point is equivalent to 10 hours of time nominally assigned from the unit/s or element/s of competence undertaken.

A minimum of 12 points (or 120 hours) of additional training must be completed before an employee can be assessed as having met the progression requirements of this classification structure.

‘Recognition of Prior Learning’ (RPL) - means recognition of competencies currently held and used for Employers purposes, regardless of how, when or where the learning occurred. Under the Australian Quality Training Framework (AQTF), competencies may be attained in a number of ways. This includes through any combination of formal or informal training and education, work experience or general life experience. In order to grant RPL, the assessor must be confident that the candidate is currently competent against the endorsed industry or enterprise competency standards or outcomes specified in Australian Qualifications Framework accredited courses.

‘Registered Training Organisation’ (RTO) - will mean an organisation such as TAFE WA or a private training provider that meets the registration requirements within the *Vocational Education and Training Act 1996* (WA).

‘Statement of Attainment’ - means a record of recognised learning which, although falling short of an AQF qualification, may contribute towards a qualification outcome, either as attainment of competencies within a Training Package, partial completion of a course leading to a qualification, or completion of a nationally accredited short course which may accumulate towards a qualification through Recognition of Prior Learning processes.

‘Streams’ or ‘skill streams’ - refers to groupings of qualifications relevant to the business needs of the individual building services unit.

‘Supervision’ - means to the degree of autonomy, decision-making, problem-solving application and responsibility of the employee as an individual. The structure recognises three levels of supervision which are as follows:–

- (a) ‘Direct Supervision’ refers to a person who:
  - (i) receives detailed instructions on the tasks to be performed and is subject to progress checks as to those tasks,
  - (ii) has tasks reviewed on completion.
- (b) ‘General Supervision’ refers to a person who:

- (i) receives general instructions, usually covering only the broader technical aspects of the work;
  - (ii) may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made;
  - (iii) has work reviewed on completion;
  - (iv) although technically competent and well experienced there may be occasions on which the person will receive more detailed instructions; and
  - (v) usually operates within a work team but may have specified areas of autonomy to perform a range of allocated activities and functions.
- (c) ‘Limited Supervision’ refers to a person who:
- (i) receives only limited instructions normally confined to a clear statement of objectives;
  - (ii) has work measured in terms of the achievement of stated objectives; and
  - (iii) is fully competent and very experienced in a technical sense and requires little guidance in the performance of work.

‘Trade based staff’ are:

- (a) ‘Tradesperson’ – an employee who holds a trade certificate.
- (b) ‘Building Employee’ – an employee who works in non-certificate work areas (that is, they are not required to hold a trade certificate).
- (c) ‘Licensed Tradesperson’ – an employee who through legislation is required to hold a licence to undertake their trade.

‘Unit of competency’ - means the set level of knowledge and skill and the application of that knowledge and skill to the standard of performance expected in the workplace. Such units and elements of competence to be achieved by the employee are specified in the Training Package qualification or other relevant qualification. An employee must achieve all of the elements of the competency.

‘Union’ means - Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers’ Union of Australia Engineering & Electrical Division, WA Branch and/or Construction, Forestry, Mining and Energy Union of Workers.

## **5 CLASSIFICATION STRUCTURE**

### **5.1 The Skill Based Career Structure**

Under the classification structure, an employee’s building and construction industry skills, are to be formally recognised by the Employer, at all levels. Employees will be eligible to progress through the classification structure as they acquire and are required by the Employer to use additional accredited skills. Payment and classification changes will be based on the acquisition and the recognition of skills required to be used by an Employer.

## 5.2 Competency Units and Classification Matrix

- (a) For the purposes of this Schedule, the competency units will be consistent with the National Competencies applicable to the industry in Western Australia. The competency units to be utilised for classification determination and career path planning will be agreed from time to time between the ERG and the Union(s), and will be published by the ERG.
- (b) The Classification Matrix at Attachment 2, defines the points required to progress through the classification structure. When interpreting the Competency Matrix it should be noted that 10 hours of training is equivalent to 1 point.

## 5.3 Workforce Management

- (a) Subject to subclause 5.2(a), the business needs of the Employer will determine the number and type of trade-based staff required.
- (b) At all times, the current and emerging business needs of the Employer will determine the skills required beyond the scope of the existing trade qualifications and in the establishment of career paths.
- (c) If an employee is required to use skills or competencies that are not already recognised under this structure, the employee will, as soon as practicable, be assessed against those skills or competencies. If the employee is assessed as competent, the new classification will be recognised from the date of the employee's application.

## 5.4 Classification Levels

<b>Description</b>	<b>Relativity to Tradesperson</b>
BE00	78%
BE01	82%
BE02	87%
BE03	92%
AQF 3 BT04/BE04	100%
BT05/BE05	105%
BT06/BE06	110%
BT07/BE07	115%
BT08	120%
BT09	125%

## 5.5 Licensing or Qualifications Matrix

- (a) The possession of licenses or endorsements and the requirement to use those licenses or endorsements by the Employer are recognised in the Licensing / Qualifications Matrix set out in Attachment 1. The Employer will determine the number of positions required to utilise each type of licence. Any reclassification due to recognition of licenses or endorsements will be permanent.
- (b) To interpret the Licensing/Qualifications Matrix it should be noted that 10 hours of training is equivalent to 1 point. An employee must have a minimum of 12 points (120 hours) before they can be assessed as achieving the next classification level, except to achieve Level 8 or Level 9, where a minimum of 6 points is required.

## 5.6 Cross Trading

- (a) 'Cross Trading' is the process of employees carrying out work in non-traditional areas where trades staff are required to perform duties and use skills that are not part of their designated trade. The Employer will determine the cross trade competencies required in accordance with the Employer's business needs. The reclassification process provides for classification levels to be determined according to skill levels with higher salaries available to employees who are required to hold and use the nominated higher level competencies.
- (b) Employees who wish to progress through the classification structure may be required to multi-skill or cross trade to meet the requirements of higher classifications.
- (c) The Employer recognises that in some trade areas of the business, the use of cross trade skills is beneficial. Cross trading will be recognised through successful assessment against the nominated competencies in areas outside the employee's substantive trade or work area.

#### 5.7 Recognition of Post Trade Skills

Recognition of 'Post Trade Skills' will be through a skills assessment. Any employees who hold post trade qualifications and are required to use those skills will be able to count such competencies toward reclassification. Post trade skills or competencies are to be AQF Level 3 (or above) qualifications.

#### 5.8 Dual Trading

- (a) The Employer recognises that in some areas of the business, the use of dual trade recognition is beneficial.
- (b) During the initial assessments under this classification structure, staff currently required by the Employer to utilise dual trades will be recognised. The employee must be able to provide proof of the attainment of both formal qualifications prior to any reclassification.
- (c) Future Dual Trading or Dual Licensing recognition will be dependent on:
  - (i) a position being available with the Employer; and
  - (ii) the Employer having a requirement for employees to utilise skills within more than one trade area.
- (d) Dual trades will be recognised by the minimum payment of two additional levels.
- (e) The use of this dual trading provision will not disadvantage any employee who would be entitled to competency recognition through this structure.

#### 5.9 Formal Recognition of Skills

- (a) Formal recognition of skills will occur through either a skills assessment conducted in accordance with Recognition of Prior Learning (RPL) principles, or a statement of attainment issued by a Registered Training Organisation. In respect of occupations requiring licensing, formal recognition of skills will be given by obtaining the required licence through the appropriate State licensing authority.

- (b) The Parties will ensure that the skills assessment is conducted to accurately determine the employee's core competencies so that the nominated additional skills or competencies required can be formally recognised for the purpose of reclassification.

#### 5.10 Reclassification/Assessment Framework

- (a) The Employer will fund one assessment per employee in any 12-month period, including any costs of any reassessment (secondary assessment) that is related to the original assessment.
- (b) The employee will apply in writing for an Assessment. The application will be made using the prescribed form. The effective date of the reclassification will be the date on which the Employer received a complete application pursuant to Attachment 3 of this Schedule. The Employer will immediately advise the employee if the application is incomplete.
- (c) Employees requesting assessment for Cross Trading or Dual Trading or both will be required to make application using the prescribed form.
- (d) In seeking reclassification, the employee will be required to demonstrate that the employee meets the full requirements of the specific competency in accordance with the competency criteria outlined in this Schedule and that the Employer requires the employee to use those skills.
- (e) The Employer determines the allocation of work and manner in which work is to be performed. Where the Employer determines that an employee is not required to exercise competencies otherwise held by the employee, the employee will be advised of this in writing. Provided that the Employer will not make such determination for the sole purpose of avoiding the reclassification of an employee. Only those skills an employee is required to exercise in the course of employment may be considered in determining the classification level.

Skills and competencies that have already been recognised and have contributed towards a previous reclassification, cannot be used to achieve further reclassification. In determining an employee's competency based classification, the value of each competency will be optimised to ensure the appropriate classification level is awarded.

#### 5.11 Assessment & Reclassification Process

The Competency Standards will be implemented on the following basis:

- (a) Assessors
  - (i) An assessment may be undertaken by an agreed accredited assessor who is recognised by the Employer and Union. Either party may withdraw such recognition at any time.
  - (ii) The Employer will endeavour to ensure that sufficient employees (to include trade and managerial staff employed by the Employer) are trained at any time, to meet the assessment requirements of the Employer.
- (b) Assessment Appeals

- (i) In the event of a dispute in relation to the outcome of an assessment, the provisions contained in Clause 60 - Dispute Resolution will apply.
- (ii) If an employee declines to participate in competency based assessment for the Appeals process, the Appeal will be dismissed.

#### 5.12 Assessment Process

The administrative procedures for the lodgement and processing of the Initial Assessment and ongoing Assessments are set out in Attachment 3.

#### 5.13 Career Path and Training

- (a) To facilitate career path planning and the training of employees, the Employer will through appropriate consultation, develop a training program consistent with the business needs of the Employer relative to:
  - (i) the size, structure and scope of the activities of the Employer; and
  - (ii) the need to develop vocational skills relevant to the business needs of Employer through courses conducted by accredited educational institutions and providers.
- (b) Where, as a result of consultation in accordance with this subclause it is agreed that additional training should be undertaken by the employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during normal working hours, the employee concerned will not suffer any loss of pay.
- (c) Any costs associated with the standard fees for prescribed courses incurred in connection with the undertaking of training pursuant to subclause 5.13(b) of this clause will be reimbursed by the Employer upon the production of written evidence of such expenditure (for example receipts). Ongoing reimbursement will be subject to the presentation to the Employer of reports of satisfactory progress.
- (d) Where it is determined for example, through the classification process that an employee is required to perform certain tasks and the employee is not yet competent in that task, the Employer will, as soon as reasonably practicable, provide the necessary training to progress the employee to full competence in the designated task. Such training will be funded by the Employer.
- (e) In instances where the Employer has paid for an employee to be trained in the use of a particular competency, whether that competency gives the employee an additional level within the Classification Structure or not, the Employer may require that employee to use such competency.

#### 5.14 Progression through the Trade Classification Structure

Progression through the Classification Structure can be achieved by one of the following processes:

- (a) All certificate trade employees will commence at the 100% classification level. All licensed trade employees will commence at the 105% classification level. To achieve this level, the employee must hold an existing AQF level 3 trade certificate, or have been assessed by an accredited assessor as competent in all core and the minimum

number of elective competencies for the designated trade, or hold a Tradesman's Rights Certificate, or hold a current full licence in the required trade area.

- (b) Employees employed in work areas which do not require a AQF Certificate 3 will not be able to progress past BE04 without formal assessment of competencies by an accredited assessor.
- (c) The acquisition of 12 points in addition to the requirements of the employees current level, from the nominated A or B or Dual Band competencies, will enable employees at BT04 and BTO5, advance one level higher than their current classification level.

Nominated Competencies may be drawn from other trade qualifications.

#### 5.15 Progression Payment for Trade Employees

- (a) The Progression Payment provides that building trades employees will be eligible to progress from base trade level after 12 months satisfactory employment with their respective Employer and provided the Employer authorises that such employees have complied with the relevant criteria.
- (b) The Progression Payment will be absorbed by any reclassification in accordance with this clause.

- (i) Certificate Trades

Movement from BT04 to BT05 for non-licensed trades.

- (1) Employees will be appointed to a BT04 on successful completion of their apprenticeship.
- (2) After completion of 12 months service and subject to satisfactory application of competencies, employees at BT04 will be eligible to progress to BT05.
- (3) Notwithstanding anything else contained in this clause, an employee with less than twelve months service may apply for reclassification if they can demonstrate they have acquired the requisite competencies required to progress.
- (4) If an employee's level of competence during the first 12 months is regarded as unsatisfactory, the progression may be withheld until a satisfactory level of competence is achieved.
- (5) Employees who progress from BT04 to BT05 under this clause must gain 24 points of competence before being eligible to be reclassified as a BT06.

- (ii) Licensed Trades

Movement from BT05 to BT06 for licensed trades.

- (1) Employees will be appointed to a BT04 on successful completion of their apprenticeship.

- (2) Upon receipt and production of a Licensed Tradesperson License which the employee is required to act upon, the employee will be paid at a BT05 in recognition of the responsibilities undertaken using their licence.
- (3) After completion of 12 months service and subject to demonstration of a satisfactory level of competence in the performance of work requirements, employees at BT05 will be eligible to progress to BT06.
- (4) Notwithstanding anything else contained in this clause, an employee with less than twelve months service may apply for reclassification if they can demonstrate they have acquired the requisite competencies required to progress.
- (5) If an employee does not demonstrate a satisfactory level of competence during the first 12 months of service, the progression will be withheld until a satisfactory level of competence is demonstrated.
- (6) Employees who progress under the provisions of this clause, must gain 24 points of competence before being eligible to be reclassified as a BT07.

#### 5.16 Performance Management

The Employer's Performance Management Policy will be initially used to manage instances where an employee does not demonstrate a satisfactory level of competence or does not consistently do so, or does not utilise competencies efficiently, in carrying out work requirements at the level at which they are classified.

Where application of the Employer's Performance Management Policy does not successfully address competence issues as described, Disciplinary Procedures of this Agreement will apply.

## 6 CLASSIFICATION LEVEL DESCRIPTORS

The Classification Matrix at Attachment 2 defines the points required to progress through the structure.

### 6.1 Classifications Below Trade Level

#### (a) Classification Level BE00

Relativity to tradesperson - 78% - Hospital Maintenance Technician Level 1

- (i) A classification Level BE00 employee works under direct supervision in one or more of the skill streams contained within this classification structure.
- (ii) Skills and Duties

An employee at this level performs work to the extent of their skills, competence and training. The employee will acquire skills both formally and informally over time and with experience, and will undertake indicative tasks and duties within the scope of the skills the employee possesses.

An employee at this level may be part of a self directed team and may be required to perform a range of duties across the skill streams contained within this Agreement. An employee at this level would be expected on a daily basis to learn skills at the workplace under appropriate supervision and to exercise some judgement.

Subject to the employee having appropriate training, the following are indicative tasks that the employee at this level may perform include but are not limited to the following:

- (1) Waste Management;
- (2) Performing basic construction duties;
- (3) Manually transporting materials; and
- (4) Directly assisting more experienced employees.

(b) Classification Level 1 (BE01)

*Relativity to tradesperson – 82% – Hospital Maintenance Technician Level 2*

(i) A classification Level 1 (BE01) employee works under general supervision in one or more skill streams contained within this structure. An employee at BE01 will have successfully completed:

- (1) in accordance with RPL principles, a construction skills test equivalent to the required competency standards; or
- (2) a relevant structured training program equivalent to the required competency standards.

(ii) Skills and Duties

An employee at this level performs work to the extent of their skills competence and training. The employee will acquire skills both formally and informally over time and with experience, and will undertake indicative tasks and duties within the scope of skills the employee possesses.

An employee at this level may be part of a self-directed team, and may be required to perform a range of duties across the main skill streams contained within this Agreement.

An employee at this level:

- (1) works from instructions and procedures;
- (2) assists in the provision of on-the-job training;
- (3) works individually under general supervision;
- (4) is responsible for assuring the quality of their own work;

- (5) can complete paperwork required to ensure projects are completed; and
- (6) ability to work in a safe manner as not to cause self injury or injury to others.

(iii) The BE01 classification covers:

Labourer;

Trades Assistant; and

Other building employees not classified elsewhere.

(c) Classification Level 2 (BE02)

*Relativity to tradesperson – 87.4% – Hospital Maintenance Technician Level 3*

(i) A classification Level 2 (BE02) employee works under limited supervision in one or more skill streams contained within this structure. An employee at BE02 will have successfully completed:

- (1) in accordance with RPL principles a Construction Skills Test equivalent to the required competency standards; or
- (2) relevant structured training equivalent to the required competency standards.

(ii) Skills and Duties

An employee at this level performs work to the extent of their skills competence and training. The employee will acquire skills both, formal and informal, over time and with experience, and will undertake indicative tasks and duties within the scope of skills the employee possesses.

An employee at this level may be part of a self-directed team and may be responsible for the guidance and direction of one or more employees working at BE01 level or below

An employee at this level:

- (1) can interpret plans and drawings relevant to their functions;
- (2) assists with the provision of on-the-job training;
- (3) assumes responsibility for allocating tasks within the area of the employees skill competence and training;
- (4) has some responsibility for the order and purchase of materials within defined parameters;
- (5) ability to work in a safe manner so as not to cause self injury or injury to others;
- (6) works individually under general supervision;

- (7) is able to sequence functions relevant to other employees' work;
- (8) can complete paperwork required to ensure projects are completed; and
- (9) applies quality control techniques to the employee's own work and the work of other employees.

(iii) The BE02 classification covers the following:

Labourer with additional skills;

Trades Assistant with additional skills;

Building Employee not otherwise classified with additional skills.

(d) Classification Level 3 (BE03)

*Relativity to tradesperson – 92.4% – Hospital Maintenance Technician Level 4*

(i) A classification Level 3 (BE03) employee works under limited supervision in one or more skill streams contained within this structure. An employee at BE03 will have successfully completed:

- (1) in accordance with RPL principles a Construction Skills Test equivalent to the required competency standards; or
- (2) relevant structured training equivalent to the required competency standards.

(ii) Skills and Duties

An employee at this level performs work to the extent of their skills competence and training. The employee will acquire skills both, formal and informal, over time and with experience, and will undertake indicative tasks and duties within the scope of skills the employee possesses.

An employee at this level may be part of a self-directed team and may be responsible for the guidance and direction of one or more employees working at BE01 or BE02 level.

An employee at this level:

- (1) can interpret plans and drawings relevant to their functions;
- (2) assists with the provision of on-the-job training;
- (3) ability to work in a safe manner so as not to cause self injury or injury to others;
- (4) has some responsibility for the order and purchase of materials within defined parameters;
- (5) is able to sequence functions relevant to other employees' work;

- (6) applies quality control techniques to the employee's own work and other employees;
  - (7) can work at a level higher than an employee at BE02;
  - (8) can complete paperwork required to ensure projects are completed; and
  - (9) can utilise basic problem solving skills.
- (iii) The BE03 classification would cover:
- Labourer with additional trade skills;
  - Trades Assistant with additional trade skills;
  - Building Employee not otherwise classified with additional skills.

## 6.2 Classifications - Trade Level and above

### (a) Classification Level 4 (BT04/BE04)

*Relativity to tradesperson – 100% – Hospital Maintenance Technician Level 5*

- (i) A classification Level 4 (100%) (BT04/BE04) employee works individually or in a team environment in a trade contained within this structure. An employee at classification Level 4 will:
  - (1) have successfully completed a relevant trade apprenticeship or its AQF equivalent; or
  - (2) have successfully completed, in accordance with RPL principles a competency assessment for this level; or
  - (3) possess a certificate of trade or Tradesman's Rights certificate.
- (ii) Skills and Duties

An employee at this level performs work to the extent of their skills, competence and training. The employee will acquire skills both formal and informal over time and with experience. The employee will undertake indicative tasks within the scope of the skills that the employee possesses.

A BT04/BE04 at this level demonstrates:

- (1) understanding of quality control techniques;
- (2) ability to inspect products and/or materials for conformity with established standards;
- (3) good interpersonal communications skills;
- (4) ability to work in a safe manner so as not to cause self injury or injury to others;

- (5) ability to exercise discretion and utilise basic fault finding skills in the cause of their work;
  - (6) ability to work under general supervision either individually or in a team environment;
  - (7) can complete paperwork required to ensure projects are completed; and
  - (8) ability to instruct apprentices in the correct performance of work.
- (iii) Indicative tasks that an employee may perform, at this level include but are not limited to the following:

trade skills associated certificated trades within the scope of this Structure;

- non-trade tasks incidental to their work;
- informal on-the-job guidance to a limited degree;
- instruction of apprentices in the correct performance of trade related skills; and
- has knowledge of work within the Plumbing and General Construction stream.

- (iv) The BT04/BE04 classification would cover:

Carpenter;

Painter;

Plasterer;

Building Employee not otherwise classified with additional skills (having been formally assessed as possessing the required competencies at this level).

- (b) Classification Level 5 (BT05/BE05)

*Relativity to tradesperson – 105% – Hospital Maintenance Technician Level 6*

- (i) A Classification Level 5 (BT05/BE05) employee works individually or in a team environment. An employee at classification Level 5 will have successfully completed:

- (1) an additional 12 points of relevant structured training from another Trade (at AQF3 level) or Post Trade in addition to the requirements of a BT04/BE04 or
- (2) in accordance with RPL principles, a competency assessment for this level.

The above training requirements may be obtained in relation to a range of skills, including, but not limited to trade skills, in comparable trades, which

would allow an employee to use the nominated competencies to perform a range of duties across trades as required by the Employer.

It is a requirement that the tradesperson has undertaken the necessary training, (either on or off the job) or has the necessary experience, is at a competent level to perform the duty and would meet existing licensing requirements, where applicable.

(ii) Skills and Duties

An employee at this level performs work to the extent of their skills, competence and training. The employee will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. The employee will undertake indicative tasks within the scope of the skills that the employee possesses.

A BT05/BE05 works above and beyond a BT04/BE04 and to the level of their training:

- (1) exercises skills gained through satisfactory completion of the training prescribed for this level or through satisfactory completion of a skills assessment for this level;
- (2) exercises discretion within the scope of this level;
- (3) works under general supervision either individually or in a team environment;
- (4) understands and implements quality control techniques;
- (5) provides guidance, direction and assistance to other employees;
- (6) works in a safe manner so as not to injure themselves or other employees;
- (7) can complete paperwork required to ensure projects are completed; and
- (8) exercises trade skills relevant to the requirements of the enterprise at a level higher than an employee at level 4.

(iii) The following indicative tasks, which an employee at this level may perform, are subject to the employee having appropriate trade and post trade training or experience to enable the employee to perform the particular indicative tasks (but not limited to):

- assists in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
- operates and maintains a wide range of complex machines or equipment in the workplace;
- ability to apply relevant legislation to work of self and others;

- ability to carry out any other tasks as directed in accordance with their level of skill and training;
  - utilises trade skills not related to the employee's designated core trade.
- (iv) The BT05/BE05 classification covers
- Carpenter;
- Painter;
- Plasterer;
- Plumber Licensed Tradesperson;
- Building Employee not otherwise classified (formally assessed as having the competencies at this level).

(c) Classification Level 6 (BT06/BE06)

*Relativity to tradesperson – 110% – Hospital Maintenance Technician Level 7*

- (i) A Classification Level 6 (BT06/BE06) employee works individually or in a team environment. An employee at classification Level 6 will:
- (1) have successfully completed an additional 12 points of relevant structured training from another Trade (at AQF3 level) or Post Trade in addition to the requirements of a BT05/BE05; or
  - (2) have successfully completed, in accordance with RPL principles, a competency assessment for this level; or
  - (3) be a licensed tradesperson plumber who has completed 12 months service and has demonstrated a satisfactory level of competence in the performance of work requirements at BT05/BE05.

The above training requirements may be obtained in relation to a range of skills, including but not limited to, trade skills, in comparable trades, which would allow an employee to use nominated competencies to perform a range of duties across trades, as required by Employer.

It is a requirement that the tradesperson has undertaken the necessary training (either on or off the job) or has the necessary experience, is at a competent level to perform the duty and would meet existing licensing requirements, where applicable.

(ii) Skills and Duties

An employee at this level performs work to the extent of their skills, competence and training. The employee will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. The employee will undertake indicative tasks within the scope of the skills that the employee possesses.

A BT06/BE06 works above and beyond a BT05/BE05 and to the level of their training:

- (1) exercises the skills attained through satisfactory completion of the training and standard prescribed for this classification;
- (2) provides guidance, direction and assistance to other employees provides guidance and assistance to other employees;
- (3) assists in the provision of training in conjunction with supervisors and trainers;
- (4) understands and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
- (5) works in a safe manner so as not to injure themselves or other employees. Is able to identify hazards and unsafe work practices which may affect others;
- (6) exercises excellent interpersonal skills;
- (7) performs work under limited supervision either individually or in a team environment;
- (8) completion of paperwork required to ensure projects are completed; and
- (9) exercises discretion within their level of skill.

(iii) The following indicative tasks, which an employee at this level may perform, are subject to the employee having appropriate trade and post trade training or experience to enable the employee to perform the particular indicative tasks:

- exercises high precision trade skills using various materials and/or specialised techniques;
- utilises additional trade licences;
- utilises post trade skills;
- utilises trade skills not related to the employee's designated core trade; and
- performs tasks on a CAD/CAM terminal in performance of routine modifications.

(iv) The BT06/BE06 classification covers

Carpenter;

Painter;

Plasterer;

Plumber Licensed Tradesperson;

Building Employee not otherwise classified (formally assessed as having the competencies at this level).

(d) Classification Level 7 (BT07/BE07)

*Relativity to tradesperson – 115% – Hospital Maintenance Technician Level 8*

(i) A Classification Level 7 (BT07/BE07) employee works individually or in a team environment. An employee at classification BT07/BE07 will have successfully completed:

- (1) an additional 12 points of relevant structured training from another Trade (at AQF3 level) Post Trade structured in addition to the requirements of a BT06/BE06; or
- (2) in accordance with RPL principles, a competency assessment for this level.

The above training requirements may be obtained in relation to a range of skills, including, but not limited to trade skills, in comparable trades, which would allow an employee to use nominated competencies to perform a range of duties across trades, as required by the Employer.

It is a requirement that the tradesperson has undertaken the necessary training (either on or off the job), or has the necessary experience, is at a competent level to perform the duty and would meet existing licensing requirements.

(ii) Skills and Duties

An employee at this level performs work to the extent of their skills, competence and training. The employee will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. The employee will undertake indicative tasks within the scope of the skills that the employee possesses.

A BT07/BE07 works above and beyond a BT06/BE06 and to the level of their training:

- (1) exercises the skills attained through satisfactory completion of the training and standard prescribed for this classification;
- (2) provides guidance, direction and assistance to other employees;
- (3) assists in the provision of training in conjunction with supervisors and trainers;
- (4) has good quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels and provide solutions;

- (5) works in a safe manner so as not to injure themselves or other employees. Is able to identify hazards and unsafe work practices which may affect others;
  - (6) exercises excellent interpersonal and communication skills;
  - (7) performs work under limited supervision either individually or in a team environment;
  - (8) can complete of paperwork required to ensure projects are completed; and
  - (9) exercises discretion within their level of skill.
- (iii) The following indicative tasks, which an employee at this level may perform, are subject to the employee having appropriate trade and post trade training or experience to enable the employee to perform the particular indicative tasks:
- exercises high precision trade skills using various materials and/or specialised techniques;
  - utilises additional trade licences;
  - utilises post trade skills;
  - utilises trade skills not related to the employee's designated core trade; and
  - performs operations on a CAD/CAM terminal in performance of routine modifications.

(iv) The BT07/BE07 classification covers:

Carpenter;

Painter;

Plasterer;

Plumber Licensed Tradesperson;

Building Employee not otherwise classified (formally assessed as having the competencies at this level).

(e) Classification Level 8 (BT08)

*Relativity to tradesperson – 120% – Hospital Maintenance Technician Level 8A*

- (i) A Classification Level 8 (BT08) employee works individually or in a team environment. An employee at BT08 will have successfully completed:
- (1) an additional 6 points of relevant structured training from another Trade (at AQF3 level) Post Trade structured training in addition to the requirements of a BT07; or

- (2) in accordance with RPL principles, a competency assessment for this level.

The above training requirements may be obtained in relation to a range of skills, including, but not limited to trade skills, in comparable trades, which would allow an employee to use nominated competencies to perform a range of duties across trades, as required by Employer.

It is a requirement that the trades person has undertaken the necessary training (either on or off the job), or has the necessary experience, is at a competent level to perform the duty and would meet existing licensing requirements, where applicable.

(ii) Skills and Duties

An employee at this level performs work to the extent of their skills, competence and training. The employee will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. The employee will undertake indicative tasks within the scope of the skills that the employee possesses.

A BT08 works above and beyond a BT07 and to the level of their training:

- (1) Diagnoses and solves technical or organisational problems.
- (2) Researches, prepares and presents complex reports.
- (3) Participates in the development of quality control and occupational health and safety programmes.
- (4) Participates in the implementation of relevant training.
- (5) Possesses effective written and verbal communication skills of a level sufficient to communicate detailed information and produce reports.

(iii) The following indicative tasks, which an employee at this level may perform, are subject to the employee having appropriate trade and post trade training or experience to enable the employee to perform the particular indicative tasks:

- exercises high precision trade skills using various materials and/or specialised techniques;
- exercises discretion;
- understands and implements quality control techniques;
- utilises additional trade licences;
- utilises post trade skills;
- utilises trade skills not related to the employees' designated core trade;

- reads, interprets and applies information from plans; and
- performs operations on a CAD/CAM terminal in performance of routine modifications.

(iv) The BT08 classification covers:

Carpenter;

Painter;

Plasterer;

Plumber Licensed Tradesperson.

(f) Classification Level 9 (BT09)

*Relativity to tradesperson – 125% – Hospital Maintenance Technician Level 9*

(i) A Classification Level 9 (BT09) employee works individually or in a team environment. An employee at classification level BT09 will have successfully completed:

- (1) an additional 6 points of relevant structured training from another Trade (at AQF3 level) Post Trade structured training in addition to the requirements of a BT08; or
- (2) in accordance with RPL principles, a competency assessment for this level.

The above training requirements may be obtained in relation to a range of skills, including but not limited to trade skills, in comparable trades, which would allow an employee to use nominated competencies to perform a range of duties across trades, as required by Employer.

It is a requirement that the tradesperson has undertaken the necessary training (either on or off the job), or has the necessary experience, is at a competent level to perform the duty and would meet existing licensing requirements, where applicable.

(ii) A BT09 works above and beyond a BT08 and to the level of their training:

- (1) uses information from plans to diagnose and solve problems related to his/her sphere of work;
- (2) identifies any deviations from plans and sketches;
- (3) identifies and documents variations to original plans to the extent required to make cost comparisons;
- (4) possesses high level interpersonal and communication skills;
- (5) applies high level quality control techniques;

- (6) schedules and plans work for a team and provides brief reports on the progress and quality of work; and
- (7) assists in designing training programmes for implementation utilises additional trade licences.

(iii) Skills and Duties

An employee at this level performs work to the extent of their skills, competence and training. The employee will have completed the required training or will have the equivalent skills gained through work experience in accordance with the prescribed standards for this level. The employee will undertake indicative tasks within the scope of the skills that the employee possesses.

The following indicative tasks, which an employee at this level may perform, are subject to the employee having appropriate trade and post trade training or experience to enable the employee to perform the particular indicative tasks:

- exercises high precision trade skills using various materials and/or specialised techniques;
- utilises post trade skills;
- utilises trade skills not related to the employee's designated core trade;
- performs operations on a CAD/CAM terminal in performance of routine modifications;
- provides guidance and assistance as part of a work team;
- prepares reports of a technical nature on specific work issues;
- implements quality control techniques to a higher level than BT08; and
- reads, interprets and applies information from plans.

(iv) The BT09 classification covers a:

Carpenter;

Painter;

Plasterer;

Plumber Licensed Tradesperson.

## 7 IMPLEMENTATION PROCESS

The implementation of this structure will enable employees to have their current skills or competencies recognised if they are required to use those skills or competencies by the Employer.

Subject to Clause 5 - Classification Structure of this Schedule, employees assessed in the implementation phase of this Schedule as having skills/ competencies required to be used by the Employer at a higher level than their core skills/competencies, will have their classification adjusted as at the date of registration of this Agreement. The Employer agrees to consider an earlier date in circumstances where an employee had lodged a full and complete application for reclassification or relevant supporting paperwork containing the information necessary for a determination to be made.

Employees assessed after the completion of the implementation phase and who are successful in gaining an additional level (or levels), will be paid in accordance with Attachment 2.

#### 7.1 Translation

Employees covered by this classification structure will transfer from their current permanent classification to the classification structure in accordance with the Translation Schedule. No employee will be disadvantaged in respect to their permanent trade skill level as a result of the implementation of the revised classification structure.

This translation schedule will be used to translate all current employees into the classification structure.

#### 7.2 Translation Schedule

<b>Trades</b>	<b>Current Classification Level</b>	<b>New Classification Level</b>	<b>New Relativity</b>
<ul style="list-style-type: none"> <li>• Labourer Entrance Level</li> <li>• Trades Assistant Entrance Level</li> <li>• Building Employee not otherwise classified Entry Level</li> </ul>	BE00	BE00	78%
<ul style="list-style-type: none"> <li>• Labourer</li> <li>• Labourer Assisting any other Tradesperson</li> <li>• Trades Assistant</li> <li>• Building Employee not otherwise classified</li> </ul>	BE01	BE01	82%
<ul style="list-style-type: none"> <li>• Labourer (with additional skills)</li> <li>• Trades Assistant (with additional skills)</li> <li>• Building Employee not otherwise classified (with additional skills)</li> </ul>	BE02	BE02	87%
<ul style="list-style-type: none"> <li>• Labourer (with additional trades skills)</li> <li>• Trades Assistant (with Additional trade skills)</li> </ul>	BE03	BE03	92%

Trades	Current Classification Level	New Classification Level	New Relativity
<ul style="list-style-type: none"> <li>• Building Employee not otherwise classified (with additional skills)</li> </ul>			
<ul style="list-style-type: none"> <li>• Carpenter</li> <li>• Painter</li> <li>• Plasterer</li> <li>• Building Employee not otherwise classified (formally assessed as having the competencies at this level)</li> </ul>	BE04 - Trade Level for Certificate Trades	BT04/BE04	100%
<ul style="list-style-type: none"> <li>• Carpenter</li> <li>• Plumber Licensed Tradesperson</li> <li>• Painter</li> <li>• Plasterer</li> <li>• Cross traded staff</li> <li>• Building Employee not otherwise classified (formally assessed as having the competencies at this level)</li> </ul>	BE05 - Trade Level for Licensed Trades	BT05/BE05	105%
<ul style="list-style-type: none"> <li>• Carpenter</li> <li>• Plumber Licensed Tradesperson</li> <li>• Painter</li> <li>• Plasterer</li> <li>• Cross traded staff</li> <li>• Building Employee not otherwise classified (formally assessed as having the competencies at this level)</li> </ul>	BE06	BT06/BE06	110%
<ul style="list-style-type: none"> <li>• Carpenter</li> <li>• Plumber Licensed Tradesperson</li> <li>• Painter</li> <li>• Plasterer</li> <li>• Dual traded staff</li> <li>• Cross traded staff</li> <li>• Building Employee not otherwise classified (formally assessed as having the competencies at this level)</li> </ul>	BE07	BT07/BE07	115%
<ul style="list-style-type: none"> <li>• Carpenter</li> <li>• Plumber Licensed Tradesperson</li> <li>• Painter</li> <li>• Plasterer</li> <li>• Dual traded staff</li> </ul>	BE08	BT08	120%

<b>Trades</b>	<b>Current Classification Level</b>	<b>New Classification Level</b>	<b>New Relativity</b>
<ul style="list-style-type: none"> <li>• Cross traded staff</li> </ul>			
<ul style="list-style-type: none"> <li>• Dual traded staff</li> <li>• Cross traded staff</li> </ul>	BE09	BT09	125%

## ATTACHMENT 1 – LICENSING/QUALIFICATIONS MATRIX

<b>License/Certificate</b>	<b>Points Allotted</b>
<b>PLUMBING STREAM</b>	
Plumbing Trades person License	BT05
Backflow Prevention	4 Dual Band points
Thermostatic Mixing Valves	3.2 Dual Band points
Gas Installers License	20 Dual Band points
Restricted Electrical License - Hot Water	To be allotted
Restricted Electrical License - Gas Appliances	To be allotted
Dual Trading*	24 points
<b>BUILDING STREAM (Certificate)</b>	
Trade Certificate Qualification	BT04
Dual Trading*	24 points
<b>NON CERTIFICATE WORK AREAS</b>	
Fork Lift Operator Certificate	2 points

### Important Notes

Note (\*) indicates the minimum recognition for dual trading in this stream.

**ATTACHMENT 2 – CLASSIFICATION MATRIX**

<b>Building Trades Competency Requirements</b>	<b>Building Trades</b>	<b>Relativity</b>	<b>AQF Level</b>
(Core + A Band)	B.00		New Entry Level
(Core + A Band)	B.01		
(Core + A Band)	B.02		
(Core + A Band)	B.03		
(Core + A Band)	B.04	100%	Certificate 3
(Core + A Band) + 12 additional A Band, Dual Band or B Band points	B.05	105%	
(Core + A Band) + 24 Additional A Band, Dual Band or B Band Points.	B.06	110%	
(Core + A Band) + (24 Additional A Band, Dual Band or B Band Points.) + (12 Additional Dual Band or B Band Points)	B.07	115%	Certificate 4
(Core + A Band) + (24 Additional A Band, Dual Band or B Band Points.) + (12 Additional Dual Band or B Band Points.) + (6 Additional B Band Points.)	B.08	120%	
(Core + A Band) + (24 Additional A Band, Dual Band or B Band Points.) + (12 Additional Dual Band or B Band Points.) + (12 Additional B Band Points.)	B.09	125%	
N/A	N/A	N/A	Diploma

### ATTACHMENT 3 – CLASSIFICATION ASSESSMENT PROCESS

1.1 The following process applies to all licensed tradespersons, tradespersons and building employees who wish to have their existing classification assessed. Each step of the assessment process is required to be completed, prior to the reclassification.

- (a) The employee applies for an assessment on the prescribed form.
- (b) The employee checks off each competency they wish to be assessed against.
- (c) The supervisor reviews the list and agrees or disagrees with the competencies identified by the employee as required to be used.
- (d) The Application and the Competency list are returned to the employee.
- (e) The employee collects documented evidence for each of the competencies. Where necessary assistance may be sought from the Union Delegate or Supervisor.
- (f) The supervisor checks that every competency has some documented evidence attached, and provides the employee with written acknowledgement of receipt of the application.
- (g) The Application, competency list and all documented evidence are forwarded to the delegated officer to arrange assessment.
- (h) The delegated officer tracks the documentation and ensures the assessments are conducted, returns the documents to Employer with a copy of the assessment results. A copy of the assessment results is forwarded to the employee.
- (i) Based on the assessment results, the delegated Officer recommends what classification increase (if any) is required.
- (j) The recommendations are forwarded to the Area Classification Committee for consideration and the employee is advised of the outcome.
- (k) The date of the payment will be the date the supervisor acknowledges receipt of the completed application at point (g) above.
- (l) The employee is advised in writing of the decision.
- (m) The Employer enters assessment results in the employee's personnel records and effect payment at the new classification (if necessary).

1.2 Initial Assessment Process Only

- (a) For the initial assessment pursuant to Clause 3 - Initial Assessment of this Schedule, the following steps may be inserted into the above process after step (f).
  - (i) If the supervisor agrees that the employee already possesses, and is required by their Employer to use, the skills associated with the competencies claimed, the application will be forwarded to the relevant Manager and the delegated officer for review.

- (ii) If approval is granted, the delegated officer will comply with all applicable policies regarding approval of claims.
  - (iii) When ratification is received, the employee will be advised in writing of the decision. The Employer will issue a letter confirming the assessment results, enter the assessment results in the employee's personnel records and effect payment at the new classification.
  - (iv) If Approval is not granted, the Application will proceed to step 8 of the classification assessment process.
- (b) These alternative steps will only apply to applications of Initial Assessment lodged within 6 months of the registration of this Agreement.



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

**District:**

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