

**REGISTERED NURSES, MIDWIVES AND ENROLLED MENTAL HEALTH NURSES -
AUSTRALIAN NURSING FEDERATION - WA HEALTH INDUSTRIAL AGREEMENT
2010**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES THE AUSTRALIAN NURSING FEDERATION, INDUSTRIAL UNION
OF WORKERS PERTH

APPLICANT

-v-

THE MINISTER FOR HEALTH IN HIS INCORPORATED CAPACITY
UNDER S.7 OF THE HOSPITALS AND HEALTH SERVICES ACT 1927
(WA) AS THE HOSPITALS FORMERLY COMPRISED IN THE
METROPOLITAN HEALTH SERVICES BOARD; THE PEEL HEALTH
SERVICES BOARD; THE W A COUNTRY HEALTH SERVICE AND
THE WESTERN AUSTRALIAN ALCOHOL AND DRUG AUTHORITY

RESPONDENT

CORAM COMMISSIONER J L HARRISON

DATE FRIDAY, 17 JUNE 2011

FILE NO/S AG 14 OF 2011

CITATION NO. 2011 WAIRC 00427

Result Agreement registered

Representation

Applicant Ms V Loveridge

Respondent Mr N Fergus

Order

HAVING heard Ms V Loveridge on behalf of the applicant and Mr N Fergus on behalf of the respondents, and by consent, the Commission, pursuant to the powers conferred on it under the *Industrial Relations Act 1979* hereby orders:

THAT the *Registered Nurses, Midwives and Enrolled Mental Health Nurses – Australian Nursing Federation – WA Health Industrial Agreement 2010* in the terms of the agreement filed on 9 June 2011 and amended on 17 June 2011 be registered under s 41 of the *Industrial Relations Act 1979* as an industrial agreement in substitution for the *Registered Nurses, Midwives and Enrolled Mental Health Nurses – Australian Nursing Federation – WA Health Industrial Agreement 2007 (No AG 69 of 2007)*.

COMMISSIONER J L HARRISON

**REGISTERED NURSES, MIDWIVES AND ENROLLED MENTAL
HEALTH NURSES – AUSTRALIAN NURSING FEDERATION – WA
HEALTH INDUSTRIAL AGREEMENT 2010**

PART 1 - APPLICATION & OPERATION OF AGREEMENT

1. TITLE

This Agreement shall be known as the Registered Nurses, Midwives and Enrolled Mental Health Nurses - Australian Nursing Federation - WA Health Industrial Agreement 2010.

2. ARRANGEMENT

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3. DEFINITIONS

- (1) “Agreement” means the Registered Nurses, Midwives and Enrolled Mental Health Nurses - Australian Nursing Federation - WA Health Industrial Agreement 2010.
- (2) “Casual Employee” means an employee engaged with no guarantee of continual or additional employment.
- (3) “Child” means a child of the employee under the age of one year except for adoption. In adoption, child means a person under the age of five years who is not a child or stepchild of the employee. The child in adoption must not have previously lived continuously with the employee for a period of six months or more.
- (4) “De Facto Spouse” means a person who lives with the employee as the husband or wife of the employee on a bona fide domestic basis, although not legally married to that person.
- (5) “Dependant” in relation to an employee means a spouse; or where there is no spouse, a child or any other relative resident within the State who relies on the employee for their

main support; who does not receive a district or location allowance of any kind.

- (6) “Executive” means the executive management team of a hospital or health care facility, district or region. This may include a Chief Executive Officer or General Manager, Director of Nursing, Director of Finance, Director of Medical Services and is generally made up of those senior positions directly reporting to the Chief Executive Officer.
- (7) “FTE” means a full time equivalent employee who is contracted for an average of 38 hours per week.
- (8) “Health Care Site” means any clinic, hospital, nursing post, community based health care service, or other establishment where health services are delivered.
- (9) “Hospital” means any public hospital, health service, health care facility or other facility controlled by the Employer.
- (10) “Metropolitan Non-Teaching Hospital” these are local community hospitals based in the metropolitan area other than hospitals, which are designated teaching hospitals. Designated Teaching Hospitals include Sir Charles Gairdner Hospital, Royal Perth Hospital, Fremantle Hospital, King Edward Memorial Hospital for Women and Princess Margaret Hospital and Graylands, Selby Lemnos.
- (11) “Midwife” means a person registered under the Health Practitioner Regulation National Law (Western Australia) in the nursing and midwifery profession whose name is entered on the register of midwives kept under that Law as a midwife.
- (12) “Nurse” means a person registered under the Health Practitioner Regulation National Law (Western Australia) in the nursing and midwifery profession whose name is entered on division 1 of the register of nurses kept under that Law as a registered nurse.
- (13) “Nurse Practitioner” means an employee who is registered as a nurse practitioner by the Health Practitioner Regulation National Law (Western Australia) whose name is entered on the register of nurses kept under that Law as being qualified to practice as a nurse practitioner.
- (14) “Ordinary Rate of Pay” means the rate of pay as prescribed in Clause 14 – Salaries and Classifications of this Agreement.
- (15) “Partial Dependant” in relation to an employee means a spouse; or where there is no spouse, a child or any other relative resident within the State who relies on the employee for their main support; who receives a district or location allowance of any kind less than that applicable to an employee without dependants under any award, agreement or other provision regulating the employment of the partial dependant.
- (16) “A Part Time Employee” is an employee contracted for less than 38 hours per week.
- (17) “Rural Health Care Facility” a health care service outside the Perth metropolitan area.
- (18) “Secondary Health Care Facility” a health care service with a full range of secondary services and staff to support those services.
- (19) “Spouse” means an employee’s spouse including de facto spouse.
- (20) “Tertiary Health Care Facility” Sir Charles Gairdner Hospital, Royal Perth Hospital,

Fremantle Hospital, King Edward Memorial Hospital for Women and Princess Margaret Hospital and Graylands, Selby Lemnos.

- (21) The “Federation” means the Australian Nursing Federation, Industrial Union of Workers Perth.

4. AREA, INCIDENCE AND PARTIES BOUND

- (1) This Agreement applies throughout the State of Western Australia to employees employed by the Employers in the classifications prescribed in Clause 14 – Salaries and Classifications of this Agreement who are members of, or eligible to be members of, the Australian Nursing Federation, Industrial Union of Workers Perth.
- (2) The parties to this Agreement are the Australian Nursing Federation, Industrial Union of Workers Perth and the Employers cited in subclause (3) of this clause.
- (3) The Employers bound by this Agreement are:
- (a) The Minister for Health in his incorporated capacity under s.7 of the *Hospitals and Health Services Act 1927 (WA)* as:
- (i) the Hospitals formerly comprised in the Metropolitan Health Service Board,
- (ii) the Peel Health Services Board,
- (iii) the WA Country Health Service.
- (b) The Western Australian Alcohol and Drug Authority.
- (4) The Director General of Health is the delegate of the Minister for Health in his incorporated capacity under s.7 of the *Hospitals and Health Services Act 1927 (WA)*. In this capacity the Director General acts as the “Employer” for the purposes of this Agreement.
- (5) This Agreement does not apply to persons employed as a Rehabilitation Assistant or Registered Enrolled Nurse (other than Enrolled Mental Health Nurse).
- (6) This Agreement does not apply to persons employed pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.
- (7) This Agreement applies to approximately 14,974 employees.

5. PERIOD OF OPERATION

- (1) This Agreement shall operate from the date of registration until its expiry on 30 June 2013 provided that:
- (a) Clause 14 – Salaries and Classifications – the first pay increase prescribed in this Agreement will apply from the first pay period on or after 14 October 2010.
- (b) Clause 19 – Qualification Allowance – the first increase prescribed in this Agreement will apply from the first pay period on or after 14 October 2010.
- (2) This Agreement will continue in force until replaced by a new agreement.

6. RELATIONSHIP TO AWARDS AND AGREEMENTS

- (1) This Agreement is comprehensive and applies to the exclusion of any Award.
- (2) This Agreement replaces the Registered Nurses, Midwives and Enrolled Mental Health Nurses - Australian Nursing Federation - WA Health Industrial Agreement 2007.

7. NO FURTHER CLAIMS

The parties will not make any further claims with respect to matters covered by this Agreement during the term of this Agreement except where specifically provided for in this Agreement.

8. AGREEMENT FLEXIBILITY

In recognition of the need for maximum flexibility within this Agreement, the Employer and the Federation and the majority of the nurses affected may agree to alternative terms and conditions to be implemented in substitution of those specified in this Agreement.

PART 2 – NURSES WORKLOAD

9. WORKLOAD MANAGEMENT (NURSING HOURS PER PATIENT DAY)

- (1) The Employer will continue to manage nursing workloads and consult with employees and the Federation in accordance with the principles established in the Nurses (WA Government Health Services) Exceptional Matters Order 2001 (PR914193) (the EMO) relating to workloads (Nursing Hours per Patient Day) during the life of this Agreement.
- (2) To avoid doubt, the duties imposed on the Employer and the Federation under the EMO, shall have effect as if the operative provisions of the EMO which are capable of contemporary application were express terms of this Agreement. The duties imposed on employees shall likewise be binding on the Employees covered by this Agreement.
- (3) The Employer shall ensure that the processes for managing nursing workloads through the ongoing implementation of the NHpPD model are both transparent and visible to all nurses at the ward or unit level so that the processes are readily able to be understood by all nurses. The precise mechanism for ensuring that this transparency / visibility / understanding is achieved may vary from site to site, health service to health service, but will result in the NHpPD being applied to identify a work roster that is readily able to be understood by nurses at the ward or unit level.
- (4) The following grievance procedure shall apply to a workload grievance and replace the grievance procedure in the EMO.
 - (a) A workload grievance is a grievance stated in writing by an employee or by the Employer, as a person aggrieved, about the nursing workload that an employee is required to undertake, on the ground that:
 - (i) an unreasonable or excessive patient care or nursing task work load is being imposed on the employee other than occasionally and infrequently;
 - (ii) to perform nursing duty to a professional standard, an employee is effectively obliged to work unpaid overtime on a regularly recurring basis;

- (iii) the workload requirement effectively denies any reasonably practicable access to the employee's quota of time for professional development, within 12 months of the entitlement arising;
 - (iv) within a workplace or roster pattern, no effective consultative mechanism and process is available in respect of the determination of bed closures or patient workload for the available nursing resources in the workplace or roster pattern;
 - (v) a reasonable complaint to the appropriate hospital authority about capacity to observe professional mandatory patient care standards has not been responded to or acted upon within a reasonable time; or
 - (vi) a particular member or set of members of a patient care team are being consistently placed under an unreasonable or unfair burden or lack of adequate professional guidance because of the workload or the staffing skill mix of the team.
- (b) A workload grievance shall be progressed in accordance with Clause 60 - Dispute Resolution Procedure of this Agreement.
- (5) The EMO is reproduced at Schedule A – Exceptional Matters Order of this Agreement. Subject to this clause, the Employer shall comply with Schedule A – Exceptional Matters Order of this Agreement in relation to managing nursing workloads.
 - (6) During the life of this Agreement the parties agree to review the NHpPD benchmarks contained in Schedule B – NHpPD Guiding Principles of this Agreement.
 - (7) On each occasion the employer determines the NHpPD category of a ward or unit in the first instance or subsequently reviews and determines the NHpPD category of a ward or unit the employer shall publish the determination in a form which is consistent with the requirement that the ongoing implementation of the NHpPD model is both transparent and visible to nurses.
 - (8) On each occasion the employer determines the NHpPD category of a ward or unit the employer shall so advise the Federation in writing within 21 days.
 - (9) During the life of this Agreement the employer will systematically review and determine the NHpPD category of all wards or units and shall consult fully with the Federation at all stages of the process.
 - (10) The Federation may, on behalf of an employee who is a member who believes he or she would be prejudiced by raising a workload grievance personally, ask the employer to review the NHpPD category of a ward or unit and the Employer shall as soon as reasonably practicable undertake the review and advise the Federation in writing of the outcome within 21 days.

PART 3 – MODES OF EMPLOYMENT

10. CONTRACT OF EMPLOYMENT

- (1) By giving one month's notice to an employee who is contracted to work in a specific area an Employer may require that employee to work in any area within that work site commensurate with the employee's skill level.

(2) Notice of Termination by the Employer

- (a) The contract of employment will be terminable by the Employer giving the employee the required period of notice in writing in accordance with the following table:

Period of continuous service	Required period of notice
Not more than three years	At least two weeks
More than three years but not more than five years	At least three weeks
More than five years	At least four weeks

- (b) Provided that for Registered Nurses classified in Levels 2 and above the minimum period of notice shall be 4 weeks.
- (c) In addition to the notice required to be given by the Employer, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- (3) In lieu of giving the required notice, the Employer may pay to the employee the equivalent number of weeks wages as to the number of weeks notice required by subclause (2) of this clause at the full rate of pay for the hours the employee would have worked had the employment continued.
- (4) Nothing in this clause will prevent the termination of an employee without notice by the Employer due to misconduct. In such case payment of wages will be made up to the time of dismissal only. Where a dismissal due to misconduct occurs, the employee will be provided with the reasons for the dismissal in writing within fourteen days of having requested such reasons from the Employer.
- (5) The Employer and the employee may agree in writing upon a longer period of notice other than prescribed in this clause.
- (6) Notice of termination by an employee
- (a) The contract of employment for employees classified at Registered Nurse Level 1, Enrolled Mental Health Nurses and Mothercraft Nurses, unless otherwise mutually agreed by the employee and the Employer, will be terminable by the employee giving the Employer two weeks notice of termination.
- (b) The contract of employment for Registered Nurses classified in Levels 2 and above, unless mutually agreed by the employee and the Employer, will be terminable by the employee giving the Employer four weeks notice of the termination.
- (c) In lieu of giving the required notice, the employee may forfeit to the Employer the equivalent number of weeks wages as to the number of weeks notice required by subclause (6) (a) or (6) (b) of this clause.

11. EMPLOYMENT CATEGORIES

- (1) Casual Employment

- (a) A Casual employee is an employee contracted as a casual on an hourly basis for a period of twelve weeks or less, who does not meet the definition of a part time employee, full time employee or fixed term contract employee and will be paid 20% in addition to the ordinary rate of pay specified in this Agreement. Any shift, weekend and/or public holiday penalty rate will be calculated on the ordinary rate of pay.
 - (b) A casual contract of employment is terminable by the giving of one hour's notice by either party to the other or by the payment or forfeiture as the case may be of one hour's wage.
 - (c) The minimum period of employment of a casual employee will be two hours.
 - (d) The Employer will take into account prior experience when determining the appropriate salary for casual employees.
 - (e) A period of casual employment will stand-alone and will not accrue towards entitlements under this Agreement.
 - (f) Agreement provisions relating to accrued days off, annual leave, long service leave, personal leave, do not apply to casual employees.
 - (g) Notwithstanding subclause (1)(f) of this clause, while casual employees are not entitled to personal leave, subject to satisfying the requirements of clause 34 (48) of this Agreement, casual employees are entitled to not be available to attend work, or to leave work for the purposes of caring responsibilities.
 - (h) Casual employees shall be entitled to payment at overtime rates as prescribed in Clause 27(8) of this Agreement.
- (2) Fixed Term Contract Employment
- (a) A Fixed Term Contract employee is an employee contracted on a full time or part time basis for a specified period.
- (3) Part Time Employment
- (a) An employee may be regularly employed to work less hours per week than are prescribed by Clause 25 – Hours of Work and Rostering of this Agreement and such hours may be worked in less than five days per week. An employee's minimum weekly hours will be fixed at the commencement of employment, and may only be varied by written agreement between the Employer and employee.
 - (b) Subject to the provisions of Clause 25 – Hours of Work and Rostering of this Agreement a part-time employee who works more than twenty hours but less than 40 hours per week will be remunerated at a rate pro rata to 40 hours per week, and will be entitled to accrue days off subject to the provisions of Clause 25 – Hours of Work and Rostering of this Agreement.

Where the employee agrees to forgo the entitlement to accrued days off in Clause 25 – Hours of Work and Rostering of this Agreement, payment in lieu will be made in accordance with subclause (3)(c) of this clause.

- (c) A part-time employee who works forty hours or less per fortnight will be remunerated at a weekly rate pro rata to the proportion which their ordinary weekly hours bear to 38.
- (d) A part-time employee will be allowed annual leave and personal leave in the same manner as a full-time employee and payment for such will be in the same ratio as their average weekly hours averaged over the qualifying period bear to 38.
- (e) In relation to Enrolled Mental Health Nurses, the Employer may vary the ordinary hours of a part-time employee by the provision of one day's notice provided such variation will only apply to periods of one week or more.

(4) Full Time Employment

- (a) A Full Time employee is an employee contracted for an average of 38 hours per week.

12. COMMUNITY NURSES

- (1) All new appointee's conditions of employment will be expressly agreed at commencement of employment.

- (2) Where a community nurse is required to use a motor vehicle in the course of their employment, a motor vehicle will be provided by the Employer for this purpose wherever possible.

- (3) Where the employer is unable to provide a motor vehicle, the community nurse will be reimbursed in accordance with clause 53 (10) – Requirement to supply and maintain a motor car, of this Agreement.

- (4) The following provisions may apply to school nurses if determined appropriate by the Employer.

- (a) A school nurse shall not be required to present herself/himself for duty on any day when the school is not open. Subject to subclause (4) (d) of this clause the employee shall be paid ordinary wages on any day of which the employee is relieved of the obligation to present herself/himself for work. If a school nurse is required to work on any day observed as a school holiday the employee shall be paid at the rate of double time and a half.

- (b) A school nurse who works a minimum of four weeks continuously but less than a full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the Christmas and term vacation periods related to that school year on the basis of 9.75 hours pay for each week the employee was employed to actually work in the school.

- (c) A school nurse absent from work on leave without pay shall lose all entitlements to payment at the ordinary rate of pay for or in lieu of Christmas and term vacation periods in accordance with the following table.

<u>Working days absent</u>	<u>Vacation days lost</u>
0-4	Nil
5-9	1
10-19	5
20-34	9
35-49	14
50-69	19
70-89	24
90-109	28
110-129	33
130-149	38
150-169	43
170-189	48
190-199	52
200 and over	All

- (d) Any annual leave loading shall be included in the last payment of ordinary wages made prior to Christmas Day or in the event of termination prior to the end of the school year, in the final payment made to the school nurse. Subject to subclause (4) (c) of this clause annual leave loading shall be 17.5% of four weeks wages at the rate of pay applicable at the time of payment. Where a school nurse is employed for less than the full school year, the annual leave loading shall be paid on a pro rata basis in the same proportion as the number of weeks which was employed to actually work in the school bears to the number of weeks in the same year.

13. PERMANENCY OF EMPLOYMENT AND RELIEF COVER

(1) Commitments

- (a) The Employer recognises that permanent employment is the preferred form of engagement for employees covered by this Agreement.
- (b) The Employer recognises that casual employment and agency engagements are not the preferred methods of delivery of services, and the Employer will work towards minimising the use of casual and agency workers in Hospitals.
- (c) The Employer commits that all leave will ordinarily be covered, provided that nothing in this Agreement requires the Employer to provide leave cover where it can be demonstrated that such cover is not operationally necessary in a particular case.
- (d) Each Hospital will;
 - (i) Employ permanent relief staff or ensure sufficient Full Time Equivalent (FTE) are utilised for planned annual leave and planned Accrued Day Off (ADO) relief requirements in accordance with Hospital activity; and
 - (ii) Maintain a pool of casual employees to be utilised for short-term work requirements.

(2) Fixed Term Contracts

- (a) Fixed term employees may only be engaged for the following situations:
 - (i) Unexpected or unplanned leave.
 - (ii) Parental Leave.
 - (iii) Long Service Leave.
 - (iv) Long term personal leave.
 - (v) Workers compensation.
 - (vi) Special projects.
 - (vii) Where the employee does not have permanent residency status.
 - (viii) Employees undertaking an accredited course of study.

- (ix) To temporarily fill vacancies, where a decision has been made that the vacancy will be filled, while the recruitment process is undertaken.
 - (x) Leave Without Pay.
 - (xi) Where the substantive occupant is working in another position for a temporary period which may involve higher duties.
 - (xii) The substantive occupant agrees to work part-time for one or more periods.
 - (xiii) The substantive occupant is seconded to another position.
 - (xiv) Annual Leave where staffing arrangements are such that it is impractical to maintain a pool of staff to provide annual leave cover.
 - (xv) Accrued Days Off where staffing arrangements are such that it is impractical to maintain a pool of staff to provide ADO leave cover.
 - (xvi) Any other situations as agreed between the Employer and the Federation, either at an industry or local level.
 - (xvii) Where engagement on a permanent basis would prejudice or impede the employers planned business realignment or reform activities or otherwise be inimical to the interests of the employer.
- (b) The contract of employment of a fixed term contract employee shall include the starting and finishing dates of employment, or in lieu of a finishing date, the specific circumstances relating to the situations as prescribed in subclause (2)(a) of this clause.
- (c) Where fixed term employees are engaged for more than 12 months (including a succession of consecutive short term contracts) in relation to the same role, other than for a defined project role or parental leave relief, the role will be reviewed by the Director of Nursing to ascertain why it is not being made permanent.
- (3) Agency Employment
- (a) Agency engagements are not the preferred method of delivery of services and will only be used;
 - (i) If there are no other suitably qualified employees available in the short term
 - (ii) If there is a bona fide emergency or urgent work requirement;
 - (iii) If the skills required cannot be obtained internally in the short term.
 - (iv) Where engagement on other terms would prejudice or impede the employer's planned business realignment or reform activities or otherwise be inimical to the interests of the employer.
- (4) For the purposes of this clause "impractical" means not operationally viable because of factors such as the cost, the size or location of a facility.

PART 4 – SALARIES AND ALLOWANCES

14. SALARIES AND CLASSIFICATIONS

(1) The ordinary rates of pay during the life of this Agreement are:

Registered Nurse	Current	3.75% First pay period on or after 14 October 2010	4.0% First pay period on or after 1 July 2011	4.5% First pay period on or after 1 July 2012
Level 1.1	\$49,325	\$51,175	\$53,222	\$55,617
Level 1.2	\$51,298	\$53,222	\$55,351	\$57,841
Level 1.3	\$53,350	\$55,351	\$57,565	\$60,155
Level 1.4	\$55,484	\$57,565	\$59,867	\$62,561
Level 1.5	\$57,703	\$59,867	\$62,262	\$65,063
Level 1.6	\$60,011	\$62,261	\$64,752	\$67,666
Level 1.7	\$62,412	\$64,752	\$67,343	\$70,373
Level 1.8	\$64,908	\$67,342	\$70,036	\$73,187
Level 2.1	\$66,948	\$69,459	\$72,237	\$75,488
Level 2.2	\$68,314	\$70,876	\$73,711	\$77,028
Level 2.3	\$69,708	\$72,322	\$75,215	\$78,600
Level 2.4	\$71,131	\$73,798	\$76,750	\$80,204
Senior Registered Nurse	Current	3.75% First pay period on or after 14 October 2010	4.0% First pay period on or after 1 July 2011	4.5% First pay period on or after 1 July 2012
SRN Level 1	\$80,398	\$83,413	\$86,749	\$90,653
SRN Level 2	\$82,979	\$86,091	\$89,534	\$93,563
SRN Level 3	\$85,642	\$88,854	\$92,408	\$96,566
SRN Level 4	\$88,391	\$91,706	\$95,374	\$99,666
SRN Level 5	\$91,229	\$94,650	\$98,436	\$102,866
SRN Level 6	\$97,022	\$100,660	\$104,687	\$109,398
SRN Level 7	\$103,183	\$107,052	\$111,334	\$116,345
SRN Level 8	\$109,735	\$113,850	\$118,404	\$123,732
SRN Level 9	\$115,962	\$120,311	\$125,123	\$130,754
SRN Level 10	\$122,544	\$127,139	\$132,225	\$138,175
Enrolled Mental Health Nurse	Current	3.75% First pay period on or after 14 October 2010	4.0% First pay period on or after 1 July 2011	4.5% First pay period on or after 1 July 2012
EMHN Pay point 1	\$42,419	\$44,010	\$45,770	\$47,830
EMHN Pay point 2	\$43,406	\$45,034	\$46,835	\$48,943
EMHN Pay point 3	\$44,392	\$46,057	\$47,899	\$50,054
EMHN Pay point 4	\$45,379	\$47,081	\$48,964	\$51,167
EMHN Pay point 5	\$46,365	\$48,104	\$50,028	\$52,279
EMHN Pay point 6	\$47,352	\$49,128	\$51,093	\$53,392

Mother Craft Nurse	Current	3.75% First pay period on or after 14 October 2010	4.0% First pay period on or after 1 July 2011	4.5% First pay period on or after 1 July 2012
Year 1	\$39,789	\$41,281	\$42,932	\$44,864
Year 2	\$40,515	\$42,034	\$43,716	\$45,683
Year 3	\$41,574	\$43,133	\$44,858	\$46,877
Year 4	\$42,679	\$44,279	\$46,051	\$48,123
Year 5	\$43,765	\$45,406	\$47,222	\$49,347

- (2) An employee who is employed by the employer on the date of registration of this Agreement will, on registration of the Agreement, receive a payment equivalent to the additional wages that would have been paid had the wages in subclause 14(1) been paid from the first pay period commencing on or after 14 October 2010.
- (3) An employee who resigns or retires or whose employment is otherwise terminated prior to the registration of this Agreement is not entitled to the retrospective payment provided in subclause 14(2) or subclause 19(2).

Enrolled Mental Health Nurses

(4) Definitions

- (a) “Enrolled Mental Health Nurse” means a person engaged in nursing, caring for and/or working with mentally ill persons, whose name is entered in the Register of the Nursing and Midwifery Board of Australia and:
- (i) whose training or education is deemed satisfactory for the purposes of enrolment on a register or roll as a nurse other than as a Registered Nurse; and
 - (ii) who is subject to the regulations and/or by-laws of the Nursing and Midwifery Board of Australia and who holds a current practising certificate as such.
- (b) “Employee” or “employees” includes, for the purposes of this clause, Enrolled Mental Health Nurse (as defined) unless otherwise stated.
- (c) “Inservice training” means the formal and/or informal work related learning activities undertaken by an employee through opportunities provided by the employing agency, which contribute to an employee’s professional development and efficiency by:
- (i) the acquisition and updating of skills and knowledge beneficial to effective performance within a team; and/or
 - (ii) reducing the degree of direct supervision required by the employee; and/or
 - (iii) enhancing the breadth and/or depth of knowledge and skills required by an employee in a specific area and/or range of areas of nursing practice, as the case may be.

- (d) “Supervision” means, subject to the regulations and/or by laws at the Nursing and Midwifery Board of Australia the oversight, direction, instruction, guidance and/or support provided to an employee by the Registered Nurse responsible for ensuring such an employee is not placed in situations where the employee is required to function beyond their preparation and competence. Specifically:
- (i) “direct supervision” means the employee works side by side continuously with a Registered Nurse responsible for observing and directing the employee’s activities in circumstances where, in the judgement of the Registered Nurse, such an arrangement is warranted in the interests of safe and/or effective practice;
 - (ii) “indirect supervision” means such other supervision provided to an employee assuming responsibility for functions delegated by a Registered Nurse in circumstances where, in the judgement of the Registered Nurse accountable for such delegation, direct supervision of the employee is not required.
- (e) “Pay point 1” means the Pay point to which an employee will be appointed as an Enrolled Mental Health Nurse (as defined) where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

Training and experience

- (i) The satisfactory completion of a hospital based course of training in nursing of not more than twelve months duration leading to enrolment as an Enrolled Mental Health Nurse (as defined); or
- (ii) the satisfactory completion of a course of training of twelve months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia;
- (iii) the satisfactory completion of a course of training of twelve months duration in a branch of nursing leading to the possession of a qualification required by the Employer in the employee’s employment;

and practical experience of up to but not more than twelve months in the provision of nursing care and/or services, and, the undertaking of inservice training, subject to its provision by the employing agency, from time to time.

Skill indicators

The employee has:

- (i) limited or no practical experience of current situations; and
 - (ii) limited discretionary judgement, not yet developed by practical experience.
- (f) “Pay point 2” means the Pay point to which an employee will be appointed or will progress from Pay point 1, having been assessed as being competent at Pay point 1, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

Training and experience

- (i) The satisfactory completion of a hospital based course of general training in nursing of more than twelve months duration and/or 500 or more hours theory content or a course accredited at associate diploma level leading to enrolment as an Enrolled Mental Health Nurse; or
- (ii) in addition to the experience, skill and knowledge requirements specified for Pay point 1 (as defined), not more than one further year of practical experience in the provision of nursing care and/or services;

and the undertaking of inservice training, subject to its provision by the employing agency, from time to time.

Skill indicators

An employee is required to demonstrate some of the following in the performance of their work:

- (i) a developing ability to recognise changes required in nursing activity and in consultation with the Registered Nurse, implement and record such changes, as necessary; and/or
 - (ii) is able to relate theoretical concepts to practice; and/or
 - (iii) requires assistance in determining priorities.
- (g) “Pay point 3” means the Pay point to which an employee will be appointed or progress from Pay point 2, having been assessed as being competent at Pay point 2, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

Training and experience

- (i) In addition to the experience, skill and knowledge requirements specified for Pay point 2 (as defined), not more than one further year of practical experience in the provision of nursing care and/or services and the undertaking of inservice training, subject to its provision by the employing agency, from time to time.

Skill indicators

An employee is required to demonstrate some of the following in the performance of their work:

- (i) an ability to organise, practice and complete nursing functions in stable situations with limited direct supervision; and/or
- (ii) the use of observation and assessment skills to recognise and report deviations from stable conditions; and/or
- (iii) demonstrated flexibility in the capacity to undertake work across a broad range of nursing activity and/or competency in a specialised area of practice; and/or
- (iv) uses communication and interpersonal skills to assist in meeting

psychosocial needs of individuals/groups.

- (h) “Pay point 4” means the Pay point to which an Enrolled Mental Health Nurse (as defined) will be appointed or progress from Pay point 3, having been assessed as being competent at Pay point 3, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

Training and experience

- (i) In addition to the experience, skill and knowledge requirements specified for Pay point 3 (as defined), not more than one further year of practical experience in the provision of nursing care and/or services; and
- (ii) the undertaking of inservice training, subject to its provision by the employing agency, from time to time.

Skill indicators

An employee is required to demonstrate some of the following in the performance of their work:

- (i) demonstrable speed and flexibility in accurate decision making; and/or
 - (ii) organises own workload and sets own priorities with minimal direct supervision; and/or
 - (iii) uses observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
 - (iv) uses communication and interpersonal skills to meet psychosocial needs of individuals/groups.
- (i) “Pay point 5” means the Pay point to which an Enrolled Mental Health Nurse (as defined) will be appointed or shall progress from Pay point 4, having been assessed as being competent at Pay point 4, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge acquired on the basis of:

Training and experience

- (i) In addition to the experience, skill and knowledge requirements specified for Pay point 4 (as defined), not more than one further year of practical experience in the provision of nursing care and/or services; and
- (ii) the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

An employee is required to demonstrate all of the following in the performance of their work:

- (i) contributes information in assisting the Registered Nurse/s with development of nursing strategies/improvements within the employee’s own practice setting and/or nursing team, as necessary; and

- (ii) responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
 - (iii) demonstrates efficiency and sound judgement in identifying situations requiring assistance from a Registered Nurse.
- (j) “Pay point 6” means the pay point to which an Enrolled Mental Health Nurse (as defined) will be appointed or shall progress from Pay point 5, having been assessed as being competent at Pay point 5, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge acquired on the basis of:

Training and experience

- (i) In addition to the experience, skill and knowledge requirements specified for Pay point 5 (as defined), not more than one further year of practical experience in the provision of nursing care and/or services; and
- (ii) the undertaking of relevant inservice training, subject to its provision by the employing agency, from time to time.

Skill indicators

An employee is required to demonstrate all of the following in the performance of their work:

- (i) contributes information in assisting the Registered Nurse/s with development of nursing strategies/improvements within the employee’s own practice setting and/or nursing team, as necessary; and
- (ii) responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- (iii) demonstrates efficiency and sound judgement in identifying situations requiring assistance from a Registered Nurse.

(5) Pay point progression – Enrolled Mental Health Nurses

- (a) Subject to the terms specified for each Pay point as defined in this Agreement herein, each employee will progress on their annual anniversary date from one Pay point to the next, having regard to the acquisition and utilisation of skills and knowledge through experience in their practice setting/s over such period. Provided that, an employee, including a casual employee, who has worked an average of 24 hours per week, or less, in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any), within the level in which the employee is employed.

Provided further that those employees who reach the full time equivalent hours (1976 hours) before two years have elapsed will progress to the next experience increment upon reaching the full time equivalent hours.

(b) Provided further, that an employee's progression may be deferred or refused by the Employer, provided that any such deferral or refusal is referable only to the terms specified for each Pay point (as defined), and is not unreasonably nor arbitrarily imposed by the Employer. It will be considered unreasonable if the Employer has refused to provide training and/or opportunities to work in various practice settings in the Employer's establishment.

(c) Appeal and review

An employee may appeal a deferral or refusal imposed under subclause (5)(b) of this clause, provided that where such appeal results in a revocation of the Employer's decision, Pay point progression will be deemed to operate and be payable from the employee's anniversary date for such progression, pursuant to subclause (5)(a) of this clause.

(d) Subclause (5)(a) of this clause, will not operate to prevent:

(i) a review, initiated by either the Employer or employee, of a deferral imposed pursuant to subclause (5)(b) of this clause; and/or

(ii) the lifting of such a deferral at, and operative, from such date;

where circumstances have changed such that the employee appropriately falls within the terms specified for their next Pay point (as defined).

(e) An appeal or review, for the purposes of this subclause, shall be undertaken and resolved in accordance with Clause 60 - Dispute Resolution Procedure of this Agreement.

(f) Accelerated advancement

Subject to subclause (5)(g) of this clause, an employee (other than an Enrolled Mental Health Nurse appointed in their first year of experience at Pay point 2 pursuant to subclause (4)(e)(i) of this clause), will be entitled to accelerated advancement by one Pay point:

(i) for possession of a post enrolment qualification recognised by the Employer;
or

(ii) on completion of a post enrolment course of at least six months duration;

where such an employee is required to perform duties to which such training is directly relevant.

(g) An employee who has advanced in accordance with subclause (5)(f) of this clause will not be entitled to further accelerated advancement pursuant to this subclause.

(6) Recognition of training, experience and skill

All relevant training, experience and skills as an Enrolled Nurse, other than such experience pre-dating any break of three or more consecutive years, shall be counted for the purposes of determining the appropriate pay point on appointment for employees appointed thereafter.

Registered Nurse

(7) Definitions

(a) Registered Nurses Level 1 (RN-1)

Means a RN who is required to perform general nursing duties, where there is access to a higher level of clinical expertise, that include, but are not confined to:

- (i) delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
- (ii) coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- (iii) providing support, education, counselling and group work services oriented towards the promotion of health status improvement of patients and clients within the practice setting;
- (iv) accepting accountability for the employee's own standards of nursing care and service delivery and professional development;
- (v) participating in research, quality improvement and policy development within the practice setting; and
- (vi) being responsible where applicable for the clinical supervision of enrolled nurses.

(b) Registered Nurse Level 2 (RN-2)

Means a RN who is appointed at this level and is required to perform in the stream of clinical, management, research, or staff development duties delegated by a SRN that will include elements of, but not be confined to, the following:

- (i) delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- (ii) providing support, direction, orientation and education;
- (iii) being responsible for planning and coordinating services relating to a particular group of clients, patients or staff in the practice setting;
- (iv) acting as a role model in the provision of holistic care to patients or clients in the practice setting;
- (v) assisting in the management of research projects, and participating in quality improvement programs and policy development within the practice setting;
- (vi) managing a specific portfolio as designated by the Director of Nursing;
- (vii) being responsible for education and training in relation to clinical practices;
- (viii) being responsible for the clinical supervision of nurses at Level 1 and/or

enrolled nurses; and

- (ix) accepting accountability for the employee's own standards of nursing care and service delivery and professional development.

(c) All Senior Registered Nurses (SRN)

Means an employee who is registered by the Nursing and Midwifery Board of Australia as a Registered Nurse or Midwife, who holds a current practising certificate and any other qualification required for working in the employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this subclause on a continuing basis.

(d) Senior Registered Nurse (SRN) Level 1

An employee selected at SRN Level 1 can be appointed to a position containing clinical, management, research or teaching emphases within the scope of the role.

The duties shall include, but not be limited to the criteria outlined below. Emphasis on each criteria will reflect the focus of the individual position occupied by each SRN Level 1:

- (i) Providing leadership and role modelling within the emphases and scope of the role.
- (ii) Providing a clinical/professional consultancy or direct care to select or broad groups of clients within a practice setting.
- (iii) Promoting, developing and implementing standards and/or policies within a quality/research environment.
- (iv) Recruiting, selecting and/or orientating nursing staff.
- (v) Assessing, planning, implementing and evaluating clinical, management, research or education programs/interventions relevant to role/client base.
- (vi) Managing human and material resources within a practice setting/area of specific control.
- (vii) Developing and co-ordinating nursing and/or multi-disciplinary service and/or practice teams.

(e) Senior Registered Nurse Level 2

An employee selected at SRN Level 2 will be responsible for all of the tasks outlined in SRN Level 1 as well as the responsibilities outlined in SRN Level 2.

SRN Level 2 duties will include, but not be limited to the criteria outlined below. Emphasis on each criteria will reflect the focus of the individual position occupied by each SRN Level 2:

- (i) Patient care provision in a typical ward, unit and/or geographic team. A typical ward, unit or geographic team will generally involve the care of up to 35 beds and/or up to approximately 40 FTE nursing staff in a facility

offering a full range of secondary services.

- (ii) Provision of ward, unit or geographic team's staff development and/or education support programs.

(f) Senior Registered Nurse Level 3

An employee selected at SRN Level 3 will be responsible for all of the tasks outlined in SRN Level 1, as well as the responsibilities outlined in SRN Level 3.

SRN Level 3 will be responsible for an expanded professional practice role, which may include, but is not limited to the criteria outlined below. Emphasis on each criteria will reflect the focus of the individual position occupied by each SRN Level 3:

- (i) A multi-disciplinary role as team leader/co-ordinator of health professionals.
- (ii) Clinical/professional responsibility for a multi-disciplinary ward, unit, district or region providing complex or tertiary level services.
- (iii) An expanded role of clinical practice and/or management/leadership control.
- (iv) Use of advanced problem solving strategies that influence, manage and co-ordinate patient care over and above the problem solving skills required at SRN Level 3.

(g) Senior Registered Nurse Level 4

An employee selected at SRN Level 4 will be responsible for all of the tasks outlined in SRN Level 1, as well as the responsibilities outlined in SRN Level 4.

SRN Level 4 will be responsible for an expanded clinical practice role, which may include, but is not limited to the criteria outlined below. Emphasis on each criteria will reflect the focus of the individual position occupied by each SRN Level 4:

- (i) Knowledge within a specialised area of practice that influences the practice of nursing both within and external to the relevant health care facility, district or region.
- (ii) Being a resource for other RN Level 1 and 2 and SRN Levels 1, 2 and 3 and other professional staff particularly as adviser, mentor and technical expert within and external to the relevant health care facility, district or region.
- (iii) Producing changes to practice in the ward, unit, geographic team or beyond, as a consequence of individual interventions or advice.

(h) Senior Registered Nurse Level 5

An employee selected at SRN Level 5 can be appointed to a position containing clinical, management, research or teaching emphases within the scope of the role.

The duties shall include, but are not limited to the criteria outlined below. Emphasis on each criterion will reflect the focus of the individual position occupied by each SRN Level 5:

- (i) Providing effective leadership, co-ordination, integration and management of any area of responsibility.
- (ii) Providing nursing leadership and monitoring standards of patient-care.
- (iii) Co-ordinating and promoting nursing and nursing service initiatives.
- (iv) Developing and implementing standards and/or policies to create a quality assured environment.
- (v) Recruiting, selecting and orientating registered nurses at all levels and other staff.
- (vi) Managing human and material resources within an area of specific control.
- (vii) Representing nursing and its goals positively and effectively both within and external to the relevant health care facility, district or region.
- (viii) Advising on clinical/management strategies to accommodate nursing resource and nursing service requirements, both within and external to the relevant health care facility, district or region.

(i) Senior Registered Nurse Level 6

An employee selected at SRN Level 6 can be appointed to a position containing clinical, management, research or teaching emphases within the scope of the role. Roles within this classification are generally conducted in a Primary Health Care Facility or Multi Purpose Service.

The duties shall include, but are not limited to the criteria outlined below. Emphasis on each criterion will reflect the focus of the individual position occupied by each SRN Level 6:

- (i) Providing clinical consultancy to the Executive of the health care facility, district or region.
- (ii) Being accountable to the Executive for the development and evaluation of nursing policy and other policies relevant to an area of specific control within the health care facility, district or region.
- (iii) Generally contributing to the development of the health care facility, district or region's policies.
- (iv) Being accountable for the standard of nursing care and for the coordination of the nursing services and other multidisciplinary teams within an area of specified control at a health care facility, district or region.
- (v) Providing leadership, direction and management of the nursing division and any other areas of responsibility of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the health care facility, district or region.
- (vi) Managing human and material resources for the nursing division and any

other areas of responsibility.

(vii) Monitoring internal and external environment and influences to ensure that nursing services and services within any other areas of responsibility are able to meet the changing needs of clients or patients through strategic planning.

(viii) Ensuring compliance with legal requirements governing the health care facility, district or region.

(j) Senior Registered Nurse Level 7

An employee selected at SRN Level 7 can be appointed to a position containing clinical, management, research or teaching emphases within the scope of the role.

The duties shall include, but are not limited to the criteria outlined in SRN Level 6. Emphasis on each criterion will reflect the focus of the individual position occupied by each SRN Level 7.

The SRN's in this level will generally work as:

(i) Coordinators in rural facilities;

(ii) Staff development coordinators in community settings, hospital settings or rural regional health services.

(iii) Directors of Nursing or Health Service Managers responsible for service delivery units, which provide a broader range of services than those service delivery units for which a SRN Level 6 is responsible.

(k) Senior Registered Nurse Level 8, 9 and 10

An employee selected at SRN Level 8, 9 or 10 can be appointed to a position containing clinical, management, research or teaching emphases within the scope of the role. Whether the SRN's position is a Level 8, 9 or 10 position will largely depend on the type of health care facility, district or region in which the SRN works.

The duties shall include, but are not limited to the criteria outlined below. Emphasis on each criterion will reflect the focus of the individual position occupied by each SRN at Level 8, 9 or 10 and the setting in which they practice.

Directing the activities of the nursing and other services under the SRN's area of responsibility consistent with corporate objectives and provides effective leadership, coordination, integration and direction for management of the human, financial and material resources to achieve these objectives.

(i) Providing nursing leadership and monitoring standards of nursing care to patients.

(ii) Providing the principal nurse advisory role to the Executive of the relevant health care facility, district or region;

(iii) Being accountable for the development and evaluation of nursing policy and

practice, the standards of nursing care and for the co-ordination of the nursing and other services under the SRN's area responsibility for the health care facility, district or region;

- (iv) Contributing to the development of the health care facility, district or region's policy and clinical service development.
- (v) Providing leadership, direction and management of the nursing division and other services under the SRN's area of responsibility for the health care facility, district or region in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the health care facility, district or region.
- (vi) Managing human and material resources for the nursing and other services under the SRN's area of responsibility for the health care facility, district or region.
- (vii) Monitoring the internal and external environment and influences to ensure that nursing services and other services under the SRN's area of responsibility are able to meet the changing needs of clients / patients through strategic planning.
- (viii) Ensuring compliance with legal requirements governing the health care facility, district or region.

Senior Registered Nurse Level 8

Will generally comprise SRNs working:

- (i) as Director of Nursing in a Primary Health Care Facility or a Secondary Health Care Facility with a limited range of services;
- (ii) as Director of Nursing in a smaller Regional Health Care Facility;
- (iii) as Director of Nursing in a significant Remote Health Care Facility;
- (iv) as Coordinator in a Metropolitan Teaching Hospital.

Senior Registered Nurse Level 9

Will generally comprise SRNs working:

- (i) as Director of Nursing in a Metropolitan Non-Teaching Hospital; and
- (ii) as Director of Nursing in a large Rural Health Care Facility with a significant range of secondary services

Senior Registered Nurse Level 10

Will generally comprise SRN's working:

- (i) as Director of Nursing or Nursing Director in a Tertiary Health Care Facility;
- (ii) as combined Director of Nursing/ Patient Support Services Officer at a large

Regional Health Care Facility with a full range of secondary services; and

(iii) as Director and Co-Director of Nursing in a Metropolitan Teaching Hospital.

(8) Nurse Practitioners

- (a) A Nurse Practitioner shall be classified as a Senior Registered Nurse.
- (b) The Employer shall determine the appropriate classification level following an assessment of the work value associated with the scope of practice of the position.
- (c) The classification of a Nurse Practitioner shall be not less than Senior Registered Nurse Level 3.
- (d) To avoid doubt, a dispute about whether an assessment of the work value associated with the scope of practice of a particular nurse practitioner position has been correctly made:
 - (i) is a dispute for the purposes of Clause 60 - Dispute Resolution Procedure of this Agreement.
 - (ii) shall not preclude the Employer proceeding to make an appointment to a Nurse Practitioner position.

(9) A registered nurse undertaking post-basic training in a course leading to registration will be paid at the rate Level 1.2 or such higher rate commensurate with the pre-requisite experience for entry to a course. Provided that this subclause will not operate so as to increase the rate of wage being paid to a nurse at the point of entry to such a course.

(10) Progression through the increments for a Registered Nurse Level 1 will occur by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience in the practice setting(s) over such period. Provided that, an employee, including a casual employee, who has worked an average of 24 hours per week, or less, in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any), within the level in which the employee is employed.

Provided further that those employees who reach the full time equivalent hours (1976 hours) before two years have elapsed will progress to the next experience increment upon reaching the full time equivalent hours.

(11) Progression for all other classifications, other than Enrolled Mental Health Nurse, for which there is more than one wage point, will be by annual increments, subject to a satisfactory performance appraisal and having regard to the acquisition and utilisation of skills and knowledge through experience in the practice setting(s) over such period. Provided that, an employee, including a casual employee, who has worked an average of 24 hours per week, or less, in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any), within the level in which the employee is employed.

Provided further that those employees who reach the full time equivalent hours (1976 hours) before two years have elapsed will progress to the next experience increment upon reaching the full time equivalent hours.

(12) Where an employee is appointed to a position, previous relevant nursing experience at that level, or in a similar level under a differing career structure, will be taken into account for determining the appropriate increment level.

(a) Experience will include the time spent in hospital based post-basic course, and includes midwifery and psychiatric training.

(b) The onus of proof of previous experience will rest with the employee.

(13) An employee returning to the profession after an absence greater than five years will commence at the first increment of level 1 for a period of 3 months. During this time the employee will be reviewed. Upon satisfactory review the employee will move to the level and increment as determined. An employee who fails to satisfy the panel of their competency to progress through the level 1 increments or into another level as the case may be, may apply for reassessment after a period of 12 months from the date of employment.

(14) Enrolled Nurses Converting To Employment As Registered Nurses

(a) An employee, who for the first time commences employment as a graduate registered nurse and was previously employed as an enrolled mental health nurse, will commence at the first increment of level 1 for a period of not less than 3 months. During this time the competencies of the employee will be reviewed. Upon satisfactory review the employee will be accelerated once in increment to no higher than the third increment. An employee who fails on the first occasion to satisfy the panel of their competency to accelerate up the level 1 increments, may apply for reassessment after a period of 12 months from the date of employment.

(b) An employee, who for the first time commences employment as a graduate registered nurse and was previously employed as an enrolled nurse, will commence at the first increment of level 1 for a period of not less than 3 months provided that in the case of a graduate registered nurse, who was previously employed as an Advanced Skills Enrolled Nurse, commencement will be at the second increment. During this time the competencies of the employee will be reviewed. Upon satisfactory review the employee will be accelerated once in increment to no higher than the third increment. An employee who fails on the first occasion to satisfy the panel of their competency to accelerate up the level 1 increments, may apply for reassessment after a period of 12 months from the date of employment.

(15) Allowances

(a) A Director of Nursing of a hospital where no medical practitioner resides within 14.5 kilometres of the hospital will be paid the following weekly allowance.

First pay period on or after date of Registration of this Agreement	First pay period on or after 1 July 2011	First pay period on or after 1 July 2012
\$25.26	\$26.27	\$27.46

(b) A hospital nurse in charge of a clinic for venereal diseases will be paid the following weekly allowance.

First pay period on	First pay period on or	First pay period on or
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or after date of Registration of this Agreement	after 1 July 2011	after 1 July 2012
\$16.07	\$16.71	\$17.47

15. CALCULATION OF RATES OF PAY

- (1) An amount expressed as an annual rate of pay is converted to a weekly rate by dividing the prescribed annual rate by 52.1666 and rounding to the nearest ten cents.
- (2) An amount expressed as a weekly rate of pay is converted to an annual rate by multiplying the prescribed weekly rate by 52.1666 and rounding to the nearest dollar.
- (3) An amount expressed as a weekly rate pay is converted to an hourly rate by dividing the prescribed weekly rate by 38 and rounding to the nearest cent.
- (4) The rate of pay for a school nurse not required to work during school holidays will be calculated by multiplying the weekly rate by 48.5 and divide the result by 52.1666.

16. PAYMENT OF SALARY

- (1) Salaries will be paid pro rata fortnightly provided that by agreement between the Employer and the employee salaries may be paid on a four weekly or calendar monthly basis.
- (2) An employee who performs shift or weekend work irregularly will, where practicable be paid shift and weekend penalties during the pay period in which the work was performed.
- (3) Salaries will be paid into the employee's account with a bank or other financial institution registered in Western Australia through an electronic transfer fund or by cheque where agreed between the Employer and employee.
- (4) On termination of employment the Employer will pay to the employee all monies payable before the employee leaves the place of employment.
- (5) Where an employee terminates employment without the required notice the Employer will pay monies due no later than the end of the next pay period.

17. RECOVERY OF OVERPAYMENTS

- (1) 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.
- (2) Any overpayment will be repaid to the Employer within a reasonable period of time.
- (3) 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.
- (4) 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.

- (5) 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:
 - (a) 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
 - (b) where necessary, an Employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.
- (6) 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 Procedure. No deductions relating to the overpayment shall be made from the Employee's pay while the matter is being dealt with in accordance with the Dispute Resolution Procedure.
- (7) Nothing in this clause shall be taken as precluding the Employer's legal right to pursue recovery of overpayments.
- (8) Where the employer alters the pay cycle or pay day, any consequential variations to an employee's fortnightly wages and/or payments to compensate shall not be considered an overpayment for the purpose of this clause.

18. RECOVERY OF UNDERPAYMENTS

- (1) Where an Employee is underpaid in any manner:
 - (a) the Employer will, once the Employer is aware of the underpayment, rectify the error as soon as practicable;
 - (b) where possible the underpayment shall 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
 - (c) where an Employee can demonstrate that an underpayment has created serious financial hardship, the Employee shall be paid by way of a special payment as soon as practicable.
- (2) An Employer shall 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.
- (3) Nothing in this clause shall be taken as precluding the Employee's legal right to pursue recovery of underpayments.

19. QUALIFICATION ALLOWANCE

- (1) A qualification allowance is payable to full time and part time Registered Nurses and Midwives, who hold or acquire a qualification, as defined below, that is relevant to the employee's current practice or position or role.
- (2) Quantum of Allowance

	% of base salary for RN Level 1 increment 8	Annual Rate Effective from the first pay period on or after 14 October 2010	Annual Rate Effective from the first pay period on or after 1 July 2011	Annual Rate Effective from the first pay period on or after 1 July 2012
Level 1	3.5%	\$2,357	\$2,451	\$2,562
Level 2	4.5%	\$3,030	\$3,152	\$3,293
Level 3	5.5%	\$3,704	\$3,852	\$4,025

Subject to the provisions of this clause the rates prescribed in the above table will be paid fortnightly calculated in accordance with clause 15(1) of this Agreement.

- (3) The allowances prescribed in subclause (2) of this clause will be paid to part time employees on a pro rata basis according to hours worked.
- (4) The qualifications that will attract this allowance are as follows:
- (a) Level 1
- (i) Hospital based postgraduate qualification of one years' (or two academic semesters) duration, or the renal dialysis certificate.
- (ii) Hospital based postgraduate qualification of six (6) months duration, which have subsequently been replaced by qualifications involving one years' (or two academic semesters) duration, will be included if at the time an employee undertook the course, a six (6) month postgraduate qualification was all that was available and that the Chief Nursing & Midwifery Officer deems equivalent to a one year duration qualification.
- (b) Level 2
- Postgraduate qualifications awarded by a recognised university, or other agreed education provider, which must have been taken over a period of at least two semesters.
- Includes those Registered Mental Health Nurses who also hold a general nursing qualification (irrespective of the order in which the qualifications were obtained) who are working in an area where the qualification is applicable to their current area of practice. This may include, but not be limited to, a psychiatric unit or general ward with psychiatric patients.
- (c) Level 3

Recognised Masters or PhD qualifications, which are relevant to the employee's area of nursing practice or position or role.

- (5) Unless specifically provided for in this clause, conversion degrees and non-tertiary postgraduate qualifications do not attract the allowance.
- (6) Where an employee would be entitled to more than one of the allowances set out above, only the highest allowance will be payable.
- (7) The allowance will continue to be paid during all periods of paid leave.
- (8) Disputes about whether a qualification attracts the qualification allowance set out in this clause will be dealt with by an Independent Review Panel as follows.
- (9) Independent Review Panel
 - (a) Where an employee has applied unsuccessfully for a qualification allowance in respect of a particular qualification, they may submit an application for review of the decision to an independent review panel.
 - (b) The independent review panel will consist of the following members:
 - (i) Chief Nursing and Midwifery Officer of Western Australia or nominee (Chairperson);
 - (ii) A nominee of the Director General of Health; and
 - (iii) Secretary of the Federation or nominee.
 - (c) The independent review panel will meet biannually to review unsuccessful applications. Where the decision of the independent review panel results in a qualification allowance becoming payable, payment for the qualification allowance will be backdated to the date from when the qualification became relevant to the employee's practice, position or role.
- (10) The provisions of this clause do not apply to casual employees.

20. HIGHER DUTIES ALLOWANCE

- (1)
 - (a) An employee shall be paid a higher duties allowance upon having worked five (5) consecutive working days or more in any position classified higher than their substantive position.
 - (b) At the discretion of the Employer, a higher duties allowance may be paid for single days where day-by-day relief is identified as a regular feature or requirement of a particular position.
 - (c) An employee who performs the full duties and accepts the full responsibilities of the higher position shall be paid an allowance equal to the difference between their own salary and the salary the employee would receive if the employee were permanently appointed to the position in which the employee is so directed to act.

- (d) An employee who does not perform the full duties and/or does not accept the full responsibilities of the higher position shall be paid such proportion of the allowance specified in subclause (1) (c) of this clause as the duties and responsibilities bear to the full duties and responsibilities of the higher position. The Employer will advise the employee of the proportion of duties to be undertaken before the employee commences duties in the higher classified position.
- (e) Where the cumulative period of acting in a position or positions of a higher level exceeds 12 months in any 18 month period, the employee's allowance will include the relevant service increments for the position in which the employee is acting.
- (f) If an employee undertakes higher duties for a continuous period of 12 months or more, the employee shall be entitled to be paid at the higher duties rate when taking the annual leave accrued during that period, provided the employee:
 - (i) continues to be employed on that higher duties rate, or
 - (ii) takes that annual leave entitlement within 12 months of the entitlement being accrued.
- (g) Each period of acting on higher duties, whether paid or not, will be recorded in the employee's personnel records and be recognised as experience.
- (h) An employee required to temporarily undertake, for the whole of a shift, the full duties of a position classified at Senior Registered Nurse Level 1 to 4, will receive the appropriate higher duties allowance for that shift.
- (i) An employee will not be paid higher duties when acting in another position whilst the permanent employee is on a single accrued day off as prescribed by Clause 25 – Hours of Work and Rostering of this Agreement.

(2) Shift Co-ordination Allowance

An employee classified at Level 1 who is directed to act as a designated Shift Co-ordinator for the whole of a shift shall be paid a higher duties allowance to the rate prescribed for Level 2 increment point 1.

(3) Responsibility Allowance

A Level 1 public hospital nurse who undertakes the responsibility for a hospital when there is no Level 2 nurse (or higher) on duty shall be paid a responsibility allowance.

The allowance is calculated as the difference in the base rate for the highest increment at Level 1 and the first increment at Level 2. Penalty rates are not included in this allowance.

21. POSTGRADUATE STUDENTS

Where a Health Service engages a nurse enrolled in a postgraduate program offered by a university (including midwifery and mental health nursing programs) for the purposes of enabling completion of the practical component, that employee will be paid at Level 1.2 for the clinical time spent at the Health Service.

22. SALARY PACKAGING

- (1) For the purposes of this Agreement, salary packaging shall mean an arrangement whereby the wage or salary benefit arising under a contract of employment is reduced, with another or other benefits to the value of the replaced salary being substituted and due to the employee.
- (2) An employee may, by agreement with the employer, enter into a salary packaging arrangement.
- (3) The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.
- (4) The employer shall not require an employee to enter into a salary packaging arrangement, provided that this clause will not impinge on any additional employer provided benefits.
- (5) A salary packaging arrangement shall be formulated and operate on the basis that, on balance, there shall be no material disadvantage of the employee concerned, and shall be cost neutral in relation to the total employment cost to the employer.
- (6) A salary packaging arrangement must comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.
- (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 shall be borne by the employee.
- (8) An employee may elect to cancel any salary packaging arrangement by giving a minimum of four weeks notice.
- (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.
- (10) Notwithstanding subclauses (8) and (9) of this clause, the employer and the employee may agree to forgo the notice period.
- (11) The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.
- (12) For the purposes of this provision, any penalty rate, loading or other salary related allowances which would ordinarily be calculated on the basis of the salary rates expressed in Clause 14 – Salaries and Classifications, shall continue to be so calculated despite an election to participate in any salary packaging arrangement.
- (13) For the purposes of this provision, employer contributions to the Government Employees Superannuation Board administered West State Superannuation Scheme shall be made on the basis of pre-packaging salary rates. To avoid doubt, employer contributions shall not be reduced as a result of an employee participating in salary packaging pursuant to this provision.

- (14) The Employer may at any time vary the range of benefits provided or the conditions under which benefits are provided however the Employer shall not differentiate between different class of Employees across WA Health in terms or range of benefits or the conditions under which benefits are provided.
- (15) If an Employee is found to have committed misconduct in the claiming a salary packaging benefit the Employer is entitled to prospectively cease to provide some or all salary packing benefits either indefinitely or for any period determined by the Employer.

23. SHIFT WORK ALLOWANCES

- (1) Afternoon Shift
 - (a) The loading on the ordinary rate of pay for an employee who works a complete rostered afternoon shift commencing not earlier than 1200 and finishing after 1800 on week days will be 15%.
 - (b) Afternoon shift loading is not paid to an employee who on any weekday commences their ordinary hours of work after 1200 and completes those hours at or before 1800 on that day.
- (2) Night Shift
 - (a) The loading on the ordinary rates of pay for an employee who works a complete rostered night shift between the hours of 1830 and 0730 on a weekday will be 35%.
- (3) Saturday Shift

An Employee rostered to work ordinary hours between 2400 Friday and 2400 on the following Saturday will be paid a loading on the ordinary rate of pay of 50% on actual hours worked during this period.
- (4) Sunday Shift
 - (a) An employee, rostered to work ordinary hours between 2400 Saturday and 2400 on the following Sunday will be paid a loading on the ordinary rate of pay of 75% on actual hours worked during this period.
 - (b) An employee who commences work prior to 2400 on a Sunday and continues to work after 2400 shall continue to receive the 75% loading on ordinary hours worked up to 0730 on the following Monday.
- (5) The rates prescribed in subclauses (3) and (4) of this clause will be in substitution for and not cumulative on the rates prescribed in subclauses (1) and (2) of this clause.
- (6) Where an employee's rostered hours of duty in any day are extended by an early start or a late finish the shift work or weekend rates as the case may be will be paid for such additional time worked in addition to any overtime payable according to Clause 27 – Overtime of this Agreement.
- (7) Where an employee who is regularly rostered to work day duty Monday to Friday is required to work on a Sunday the employee will be paid at the rate of double time for all time so worked.
- (8) This clause does not apply to nurses employed in a community setting.

24. POST MORTEM ALLOWANCE

- (1) A nurse carrying out mortuary duties in connection with post mortem examinations will be paid an allowance per body in accordance with the following table:

First pay period on or after date of Registration of this Agreement	First pay period on or after 1 July 2011	First pay period on or after 1 July 2012
\$3.08	\$3.20	\$3.35

PART 5 - HOURS OF WORK AND ROSTERING

25. HOURS OF WORK AND ROSTERING

- (1) Changes to roster arrangements will be determined at the workplace level in accordance with Clause 26 - Flexibility in Hours and Rostering of this Agreement unless otherwise provided in this clause.

Ordinary Hours

- (2) The ordinary hours of work will be an average of 38 per week. The actual hours worked shall be 40 per week or 80 per fortnight with:
- (a) two hours of each week's work accruing as an entitlement to a maximum of twelve accrued days off (ADOs) in each twelve month period in the case of hospital nurses; or
 - (b) with 0.4 of an hour per day accruing as an entitlement to take the twentieth day in each cycle as an accrued day off in conjunction with other days off for nurses working in either a hospital or community setting; or
 - (c) by any other arrangement as agreed between the Employer and the employee.

Accrued Days Off (ADOs)

- (3) ADOs shall be taken in accordance with the following paragraphs:
- (a) ADO's for Full Time employees:
 - (i) Employees shall be given an opportunity to take ADOs within 28 days of completing each accrual cycle.
 - (ii) A roster for ADOs shall be posted at least four weeks before the time it comes into operation. A roster for ADOs may allow an employee to take ADOs before they become due. Notwithstanding the provisions of this clause, ADOs may be cleared as mutually agreed between the Employer and the employee.
 - (iii) The Employer may roster the employee off duty for up to twelve single ADOs for each twelve monthly period.

- (iv) Where an employee has been given the opportunity to take the ADO in accordance with subclause (3)(a)(i) of this clause as a whole shift and has declined, and that Employee has 12 such ADOs accumulated, the Employer may pay the Employee the monetary equivalent of the twelve ADOs.

(b) ADO's for Part Time employees

Part time employees will accrue and will be entitled to ADO's on the same basis as full-time employees provided that the following criteria are satisfied:

- (i) That the Employer is able to fill gaps in the roster created by the granting of ADO's to part timers through the use of directly employed full time, part time or casual employees, and not through the use of agency nurses, and that filling such gaps through direct employment as described above will not mean that other gaps are created that require the use of agency nurses.
- (ii) That the part time employee works 41 hours or more per fortnight.
- (iii) That the employee genuinely seeks ADO's.

The Employer will advise part time employees if they are to be entitled to ADO's in accordance with this clause either on commencement of their employment, or as soon as the Employer determines that ADO's can be offered.

- (4) An Employer and an employee may by agreement substitute the ADO/s the employee is to take for another day(s) in which case the ADO/s will become an ordinary working day.
- (5) Employees, other than those in their graduate year or graduate program, who were not entitled to ADO's prior to the commencement of this Agreement will not accrue ADO's under this Agreement.

Payment for ADOs

- (6) Penalties for Accrued Days Off are currently paid under the following two arrangements:
 - (a) Average of Last Two Pays Method

The same method used for calculating the shift penalties in lieu of the annual leave loading for shift workers. The average of penalties paid the two pay periods prior to the employee actually taking an accrued day off are calculated and the employee is paid the ordinary time rate plus the average penalty amount.

(b) Paid as Earned Method

Penalties are paid on actual hours worked. For example in the case of a full time employee who works an 8 hour shift, the employee is paid 8 hours of shift penalty loading plus the ordinary time rate for 7.6 hours with the balance of time actually worked (0.4 hours) being credited toward an accrued day off. When an accrued day off is taken, payment is made at the ordinary time rate because the shift penalty loading has already been paid.

(7) Agreement to Transfer all employees onto Paid as Earned Method

(a) The parties agree all employees will transfer onto the Paid as Earned Method effective from the first pay period on or after the date of registration of this agreement (“the date of transfer”).

(b) For those employees who have been paid under the Average of Last Two Pays Method, the two pay periods prior to the date of transfer will be used to calculate the value of the accrued penalties owing at that time.

(c) These employees will be paid the lump sum amount referred to in paragraph (b) of this sub-clause by the fourth pay period after registration of this agreement.

No Fixed Hours Arrangement

(8) Senior Registered Nurses (non shift workers) may be employed on a no fixed hours arrangement.

(9) No fixed hours arrangement

For senior registered nurses, hours worked in excess of 152 hours per four week cycle will be granted as time off in lieu. Such time off in lieu will be accrued at the corresponding overtime rates for all of the hours in excess of 152. Time off in lieu will be taken within 8 weeks of it having accrued. If the senior registered nurse is unable to take the leave within 8 weeks and can provide evidence of having applied for the leave, the time off in lieu will be paid as overtime.

(10) There will be no fixed hours of duty for SRN Levels 5 – 10.

Certain Clinics or Departments

(11) Employees employed in clinics or departments which only function, within the range 0800 to 1800 Monday to Friday and 0800 to 1200 on Saturday, will be employed on the basis of actual full-time hours being 38 hours per week. This provision shall not preclude the operation of a 19 day month arrangement where such an arrangement applies to hospital salaried officers who are employed in the particular clinic or department.

Hours Arrangements

(12) Subject to the provisions of this clause the ordinary hours to be worked in any one day will be a maximum of eight. No broken shifts will be worked. A maximum of ten-hour night shifts may be worked without incurring overtime penalties by agreement between the employee and the Employer.

- (13) An employee changing to or from night and day duty will be free from duty during the twenty hours immediately preceding the commencement of the changed duty.
- (14) 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.
- (15) 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.
- (16) 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.
- (17) No employee will where practicable be required to work more than seven consecutive duties unless the employee requests and the Employer approves such a request, before being granted days off duty. No employee will be rostered to work more than ten duties over a fortnightly period. In the case of employees working ten-hour night shifts a maximum of five 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 ten hour night shifts in any one fortnightly period.
- (18) Nothing within this clause will prevent the Employer with the support of the employees at the health care site reaching agreement to vary the methods by which the hours and rosters may be worked, in accordance with the provisions of Clause 26 - Flexibility in Hours and Rostering of this Agreement.

Impracticality of Days off Duty in Certain Circumstances

- (19) A nurse employed in any area where the parties to this Agreement agree that it is not practical to apply the provisions of this clause in relation to days off duty will be allowed after every three months of employment for the first nine months of each year, ten days leave and the equivalent of an air fare to Perth.

Rostering

- (20) A fourteen (14) day roster will ordinarily be posted 28 days prior to the commencing date of the first working period in the roster. In extenuating circumstances, the roster may be posted less than 28 days prior, but not less than fourteen days prior, to the commencing date of the first working period in the roster. A roster may be altered at any time to enable the nursing service of the hospital to be carried on where another employee is absent from duty on account of illness, or if the hospital emergencies render any alternative necessary, provided that where such alteration involves an employee working on their rostered day off, other than an accrued day off, the employee will be paid for such time in accordance with Clause 27 – Overtime of this Agreement.
- (21) Prior to the date of the changed shift, where practicable the Employer will notify the employee concerned.
- (22) The employee's roster of working hours will be exhibited and will be readily available to employees and/or their nominated representative.

Community Nurses

(23) Nurses employed in a community setting in the following categories will work ordinary hours as stipulated.

- (a) The ordinary hours of duty for a school nurse will be 38 per week, with the ordinary hours worked each day to be no more than seven hours 36 minutes between Monday to Friday inclusive. Any meal or tea break during which the school nurse is required to be available to work or working will be counted as time worked and included as part of the seven hours 36 minutes day.
- (b) The ordinary hours of work for a remote area nurse will be an average of 38 per week with the hours actually worked being 40 per week to be worked between 0800 and 1800 Monday to Friday inclusive.

The ordinary hours will be worked with two hours of each week's work accruing as an entitlement to a maximum of twelve accrued days off in each twelve month period. The accrued days off will be taken as a minimum period of five consecutive days off in conjunction with annual leave or at a time mutually acceptable to the Employer and employee.

- (c) The ordinary hours of duty for a nurse in a community setting, other than those with hours of duty prescribed in subclauses (23)(a), (23)(b), and (24) of this clause will be an average of 38 per week with the hours actually worked being 40 per week to be between 0800 and 1800, Monday to Friday inclusive.

The ordinary hours will be worked within a twenty day, four week cycle with 0.4 of an hour for each day worked accruing as an entitlement to take the twentieth day in each cycle as an accrued day off.

Occupational Health Nurses

(24) The ordinary hours of duty of an occupational health nurse will be an average of 38 per week which will be worked on the same basis as the 38 hour week worked by the majority of employees at the work site where the occupational health nurse is located, or by other arrangement as agreed between the nurse and the Employer.

Job Sharing Arrangements

(25) Subject to operational convenience, employees may be employed under such "job sharing" arrangements as are from time to time agreed between the parties. As a matter of principle no area of nursing practice or level of position is automatically excluded from consideration as a "job sharing" opportunity. The Employer commits to respond constructively to requests for "job sharing" arrangements from employees.

X Ray or Radium Work

(26) Notwithstanding the foregoing provisions in this clause a nurse engaged in X ray or radium work will be allowed such additional paid breaks as (in the opinion of the medical officer in charge of such work) is necessary to maintain or restore them to normal health following and due to the performance of such work.

Climatic Conditions

- (27) Where climatic conditions or the hours of duty of any particular enterprise are such that it is desirable to work outside the spread of hours set out in subclause (2) of this clause, an employee and the Employer may agree to such variations of the spread of hours as is considered appropriate in which case overtime will only be computed on the time worked in excess of the ordinary daily hours.

Casual Employees

- (28) The provisions of this clause do not apply to casual employees.

26. FLEXIBILITY IN HOURS AND ROSTERING

- (1) Subject to the following procedure the provisions of Clause 25 - Hours of Work and Rostering of this Agreement, continue to apply.
- (2) Employers and employees covered by this Agreement may reach agreement to vary the methods by which hours and rosters may be worked to meet the requirements of the Health Service and the aspirations of the nurses concerned.
- (3) An agreement referred to above shall be subject to the procedures below:
- (a) A representative forum shall be established in the area affected to progress discussions on proposals for change. The forum shall commit to writing and present to nurses/management any proposal for change.
 - (b) The process for seeking and recording the agreement to a proposal for change must be advised to all nurses affected prior to seeking such agreement.
 - (c) A record will be kept of the process followed and the outcome. Further, the process for reaching an agreement must be open and transparent and available for inspection by the Federation if so requested by at least one employee who is affected by the proposed change.
 - (d) Any agreement reached will be committed to writing and if the Federation has not been involved in the negotiations, a copy shall be sent to the Secretary of the Federation.
 - (e) A lead time of a minimum of four weeks shall be provided for the implementation of the proposed arrangements.
 - (f) Nothing shall prevent employees affected by the proposed change from seeking advice from or representation by the Federation at any stage in the above process.
 - (g) Where the Agreement represents the consent of the Employer and the majority of employees affected by the proposed change, the Federation shall not unreasonably oppose the terms of that Agreement.
- (4) The parties will work to develop a template 12 hour roster agreement. When the template is agreed, where a 12 hour roster arrangement is being considered, employees will be provided with a copy of the template agreement and this shall be used as a starting point.

- (5) The parties will work to develop a template Fly in Fly out (FIFO) roster agreement. When the template is agreed, where a FIFO roster arrangement is being considered, an employee(s) will be provided with a copy of the template agreement and this shall be used as a starting point.

27. OVERTIME

- (1) An employee authorised to work overtime will be paid overtime in accordance with this Agreement provided that an employee may elect to accrue time off in lieu of payment proportionate to the payment to which the employee is entitled. Such time off will be taken at a mutually convenient time.
- (2) A part time employee who is authorised to work overtime will be paid overtime for hours in excess of the normal full time shift length for that unit, or more than 38 hours per week in accordance with the provisions of subclauses (3) (a), (b) and (c) of this clause.
- (3) Except as otherwise provided by this Agreement, all time worked in excess of the ordinary working hours will be paid for as follows:
- (a) For all authorised overtime worked by a full-time employee in excess of their rostered ordinary hours of work outside the ordinary hours of their shift Monday to Saturday inclusive, payment will be made at the rate of time and a half for the first three hours and double time thereafter.
 - (b) For all authorised overtime worked on a Sunday by a full-time employee payment will be made at the rate of double time.
 - (c) For all authorised overtime worked on a public holiday by a full-time employee payment will be made at the rate of double time and a half.
 - (d) Subject to subclause (2) of this clause for all authorised time worked by a part-time employee in excess of rostered hours the employee shall:
 - (i) Receive credit for those hours in the accumulation of other pro rata entitlements and be paid at the rate of ordinary time for all hours worked less than 38 hours per week; or
 - (ii) Be paid at ordinary time and receive an allowance equal to that provided to casual employees under this Agreement for such hours worked less than 38 per week.
- (4) **9.5 Hour Breaks**
- (a) Where overtime is worked there shall be a break of 9.5 hours between shifts.
 - (b) Provided that an employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 9.5 consecutive hours off duty between those times will be released after completion of such overtime until the employee has had 9.5 consecutive hours off duty without loss of pay for ordinary working time occurring during such absences.
 - (c) Provided that where an employee whose next rostered shift is day duty is required to either:

- (i) immediately after an evening shift, work overtime extending beyond midnight; or
 - (ii) return to work on overtime prior to commencing day shift and the overtime ceases before the commencement of that day shift that employee shall, subject to subclause (4)(d) of this clause, be released from the requirement to be present for day duty without loss of ordinary wages until a period of 9.5 consecutive hours has elapsed since the completion of the overtime.
- (d) If, on the instruction of the Employer, such employee resumes or continues work without having had such 9.5 consecutive hours off duty, the employee will be paid at double rates until released from duty for such period and the employee will then be entitled to be absent until the employee has had 9.5 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (e) The provisions of subclause (4)(b) of this clause will apply in the case of shift employees who rotate from one shift to another, when overtime is worked:
- (i) for the purpose of changing shift rosters; or
 - (ii) where a shift employee does not report for duty; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

(5) Meal Breaks

- (a) The Employer will ensure that an employee working overtime for an hour or more will be provided with any of the usual meals or refreshment breaks occurring during such overtime.
- (b) When an employee has not been notified the previous day or earlier that the employee is required to work overtime, the Employer will ensure that employees working such overtime for an hour or more will be provided with any of the usual meals occurring during such overtime or be paid an allowance in accordance with the following table for each meal.

First pay period on or after date of Registration of this Agreement	First pay period on or after 1 July 2011	First pay period on or after 1 July 2012
\$8.01	\$8.33	\$8.70

- (c) If an employee having received prior notification of a requirement to work overtime is no longer required, then the employee will be entitled to reimbursement for a meal previously purchased at the rate prescribed in subclause (5)(b) of this clause.
- (6) There will be no fixed hours for all Senior Registered Nurses employed at Levels 5 – 10 of this Agreement.

- (7) Notwithstanding any other provision of this Agreement, Overtime may be commuted to an annual amount, paid pro-rata fortnightly, by agreement between the Employer and employee.

Casual Employees

- (8) (a) Casual employees shall be entitled to payment at overtime rates in prescribed circumstances and in all cases the casual loading will be absorbed into the applicable overtime rate.
- (b) Where a casual employee is offered and accepts additional work at or immediately prior to the completion of their rostered hours on any day, additional hours worked:
- (i) up to the normal full-time shift length for the unit in which the work in undertaken will be paid at casual rates;
 - (ii) in excess of the normal full-time shift length for the unit in which the work in undertaken will be paid at overtime rates;
- provided that if there is no normal full-time shift length the default shift length is ten hours.
- (c) A casual employee may not elect to accrue time off in lieu of payment of overtime rates.
- (d) Where a casual employee is offered and accepts additional work after the completion of their rostered hours on any day the hours so worked are not overtime.

28. ON CALL AND RECALL

Recall

- (1) An employee, other than a casual employee, who is recalled to work for any purpose will be paid a minimum of three hours at the appropriate overtime rate provided that the employee will not be required to work for three hours if the work for which the employee was recalled to perform is completed in less time. Provided that for part time employees who are placed on call and who are recalled to duty, the same overtime provision shall apply as applies to full time employees.
- (2) Where a casual employee, is recalled to work for any purpose payment will be made in accordance with clause 11 (1) (a) of this Agreement. Payment will commence from the time the casual employee commences the work for which they were recalled. In the event that the work for which the casual employee was recalled is cancelled for any reason, the casual employee will be paid for a minimum period of two hours.
- (3) Where an employee, other than a casual employee, is recalled to work within 3 hours of starting work on a previous recall, the minimum overtime period shall commence from the time of the second, or subsequent recall. Provided that the effect of this subclause shall not be to pay three hours of overtime for each and every recall within the original three hour period, as a discrete period of overtime.

- (4) Where an employee, other than a casual employee, is recalled to work for any purpose within three hours of commencing normal duty, the employee will be paid at the appropriate overtime rate for that period up to and until the commencement time of normal duty, but the employee will not be obliged to work for the full period if the work for which the employee was recalled is completed in less time.
- (5) Where an employee, other than a casual employee, is recalled to duty in accordance with subclauses (1), (3) and (4) of this clause, then the payment of the appropriate overtime rate will commence from:
 - (a) in the case of an employee who is on call, from the time the employee starts work;
 - (b) in the case of an employee who is not on call, time spent travelling to and from the place of duty where the employee is actually recalled to perform emergency duty will be included with actual duty performed for the purpose of overtime payment.

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

(6) 9.5 Hour Break for Employees On Call

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

- (a) Where an employee who is on call is recalled to perform overtime duty, the employee will be provided with a continuous break of not less than 9.5 hours from when the overtime duty was completed to immediately prior to the commencement of the next ordinary rostered shift. In the event that a 9.5 hour break is not available between when the overtime duty was completed to immediately prior to the commencement of the next ordinary rostered shift, the employee shall be entitled to be absent from duty without loss of pay for ordinary working time, until the employee has been provided with a continuous break of 9.5 hours.
 - (b) Provided that, if instructed by the Employer, the employee is required to work without the break provided for in subclause (6) (a) of this clause, the employee will be paid at the overtime rate of double time until released from duty.
 - (c) Subclause (6) (a) and (6) (b) of this clause shall not apply where an employee is recalled to work within three hours of the commencement of the employee's next ordinary rostered shift and the employee has had a continuous break of at least 9.5 hours immediately prior to the commencement of the recall overtime duty.
 - (d) Notwithstanding the provisions of subclauses (6) (a) and (6) (b) of this clause, where the Employer and the Federation agree in writing, other arrangements may be made to ensure an adequate break for employees on call in accordance with Clause 8 – Agreement Flexibility of this Agreement. Such arrangement shall ensure the health, safety and welfare of the employee or employees concerned and shall take into account the safety and welfare of patients.
- (7) If an employee is recalled to work the employee will:
- (a) except as provided in subclause (7)(b) of this clause be provided free of charge with transport from home to the hospital and return or, be paid the vehicle allowance provided in Clause 53 - Motor Vehicle Allowance of this Agreement;

- (b) if recalled to work within three hours of commencing normal duty and the employee remains at work, the employee will be provided free of charge with transport from home to the hospital or, be paid the vehicle allowance provided in Clause 53 - Motor Vehicle Allowance of this Agreement, for the journey from the employee's home to the hospital.
- (8) (a) Directors of Nursing in rural health services that are recalled to duty for clinical nursing duties will be paid a minimum of 3 hours at the rate of time and one half. In lieu of overtime the Director of Nursing may elect to take the equivalent time worked as TOIL. Overtime or TOIL will not apply:
 - (i) where the Director of Nursing works in excess of 8 hours continuously within ordinary hours of work;
 - (ii) where the return to work is for duties of management (eg meetings, security, non-nursing emergencies); or
 - (iii) where other suitably trained nurses are available to deal with the recall.
 - (b) Positions other than Directors of Nursing that attract this arrangement are to be identified by the Chief Executive responsible for the Health Service.

On Call Availability

- (9) An employee, including casual employees, rostered to be on call for clinical nursing duties will be paid 18.75% of 1/38th of the rate of pay prescribed for a Level 1.2 Registered Nurse for each hour or part thereof the employee is on call. Provided that this payment shall not be made in respect to any period during which an employee is paid as a result of being recalled.
- (10) An employee placed on-call is required to remain at their private residence or any other mutually agreed place as will enable the Employer to readily contact her/him during the hours for which the employee has been placed on-call. This should not prevent the provision by Employers of electronic or other devices by which the employee can be contacted as an alternative to being stationed at an agreed place. The Employer will provide the device at no charge.
- (11) An employee rostered on call in a role where they are required to provide specialist clinical advice via the telephone direct to a patient will receive one hour overtime when telephone advice is provided. Subsequent telephone advice beyond the first hour will be paid a further one-hour overtime. However, multiple occasions of telephone advice within discrete hour periods will not attract an additional payment.
- (12) Subject to subclauses (1), (3), (4), (5) and/or (7) of this clause, should an employee, other than a casual employee, rostered to be on call be recalled to duty, the employee is entitled to receive normal overtime provisions in accordance with the provisions of clause 27 (3) (a), (b) and (c) of this Agreement.
- (13) If the usual means of contact between the Employer and the employee on-call is a telephone and if the employee pays or contributes towards the payment of the rental of such telephone the Employer will pay the employee an amount being a proportion of the telephone rental calculated on the basis that for each seven days on which an employee is required to be on-call the Employer shall pay the employee 1/52nd of the annual rental paid by the employee.

- (14) No employee will be required to remain on-call whilst on leave or the day before commencing leave, or whilst on accrued days off, or the day before commencing accrued days off, unless by mutual agreement between the employee and the Employer.
- (15) Notwithstanding any other provision of this Agreement, On Call allowance may be commuted to an annual amount, paid pro-rata fortnightly, by agreement between the Employer and employee.

29. MEAL AND REFRESHMENT BREAKS

- (1) Meal breaks will be a minimum of 30 minutes and will not be counted as time worked, provided that where an employee is held on call within the hospital, the period on call will be counted in the ordinary working hours for that day.
- (2) A hospital nurse will not be compelled to work more than five hours without a break for a meal.
- (3) A hospital nurse who commences work at or before 0700 may be required to work for six hours before having a meal break.
- (4) A hospital nurse on a ten-hour shift may work five and one half-hours without a meal break.
- (5) A hospital nurse who is directly participating in a continuous surgical procedure that is unable to be interrupted may be required to work for six hours from commencement of the shift before having a meal break.
- (6) Where a hospital nurse is required to work during meal time resulting in postponement of the meal break for more than half an hour, the employee will be paid at overtime rates until the employee gets their meal. The provisions of this subclause will not apply to an employee who is held on call within the hospital during the meal break or is in receipt of a commuted meal break allowance.
- (7) Hospital nurses who work less than five hours per day will not be entitled to a meal break.
- (8) A refreshment break of seven minutes will be provided by the Employer, in the first and second half of each shift. The refreshment break will be taken when convenient to the Employer but not within one hour of commencing or finishing work. The refreshment break will be without deduction of pay.
- (9) Commuted Meal Break Allowance
 - (a) A Senior Registered Nurse:
 - (i) who is rostered to carry a pager, other employer provided mobile communications device or an otherwise authorised mobile communications device, during a meal break; and
 - (ii) who is rostered to remain on the hospital site for the duration of the meal break; and
 - (iii) whose meal breaks are regularly interrupted by calls to return to the ward to deal with urgent clinical matters,

may, by agreement with the Employer, elect to be paid on each occasion the employee is rostered, a commuted meal break allowance in lieu of the entitlement to an unpaid meal break and to on-call entitlements.

- (b) The commuted meal break allowance is the equivalent of an additional 30 minutes pay calculated on the employee's ordinary rate of pay. This amount is paid irrespective of whether the meal break exceeds 30 minutes.

PART 6 - LEAVE

30. ANNUAL LEAVE

Entitlement – All Employees

- (1)
 - (a) An employee will receive 20 days of paid annual leave for each period of 12 months continuous service.
 - (b) The Employer will respond to an application for annual leave within 14 days of the date the application is submitted by an employee.
 - (c) A dispute about the granting of leave by the Employer shall be dealt with in accordance with Clause 60 – Dispute Resolution Procedure of this Agreement.
- (2) Annual leave entitlement accrues pro rata on a weekly basis and is cumulative from year to year.
- (3) The leave of an employee will not accumulate except with the consent of an employee and in no case will it accumulate for more than two years.
- (4) Any time in respect of which an employee is absent from work, except paid personal leave or unpaid personal leave up to three months, and the first six months of any absence on workers compensation, will not count for the purpose of determining annual leave entitlements.
- (5) When an employee proceeds on the first four weeks of the annual leave prescribed by subclause (1) of this clause there will be no accrual towards an accrued day off as prescribed in clause 25 (2) of this Agreement. Accrual towards an accrued day off will continue during any other period of annual leave prescribed by this clause.
- (6) An employee who during a qualifying period towards an entitlement of annual leave was employed continuously on both a full time and part-time basis, or a part-time basis only, may elect to take a lesser period of annual leave calculated by converting the part-time service to equivalent full-time service.
- (7) In the case of any employee transferring from one Employer to another Employer respondent to this Agreement, the annual leave entitlement will be transferred unless the employee requests the annual leave to be paid out in full.

Additional Entitlement – Continuous Shift Employee

- (8)
 - (a) Continuous Shift Employee means an employee who is:
 - (i) 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 and

who may be rostered over any number of the days of the week that the service operates.

(ii) rostered to work permanent night shifts over 7 days of the week.

(b) If an employee ceases to be a continuous shift employee because of the employee's personal requirements, then the employee will cease to be a continuous shift employee and leave accrual entitlements will be reduced accordingly. If, however, the requirement is not being met because of operational reasons, then the employee's status as a continuous shift employee will remain.

(9) A continuous shift employee will accrue up to an additional one week of annual leave on a pro rata basis according to the following table.

Completed months of service	Additional Days
1	Nil
2	Nil
3	1
4	1
5	2
6	2
7	2
8	3
9	3
10	4
11	5
12	5

Additional Entitlement – Employees Regularly Rostered On Call

(10) (a) An employee regularly required to work on call will receive up to an extra five days leave per year in accordance with the formula prescribed in subclause (10)(b) of this clause. Provided that:

(i) they are rostered on call:

(1) during weekend days or public holidays; or

(2) on days that they are not rostered for duty; and

(ii) they are rostered on a minimum of two days per four week cycle, over 12 cycles in an anniversary year.

(b) An employee who is regularly placed on call can accrue such leave on a pro rata basis at the rates as follows:

No of 4 week Cycles on call	No of additional days
4	1
6	2
8	3
10	4

12	5
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- (11) Within the accrual year a window period of any three (3) consecutive months, determined by the employee, which excludes any leave, may be used to calculate the number of additional days leave the employee is entitled to. If the employee is rostered a minimum of two (2) days on call per four week roster on either Weekend Days, Public Holidays or Rostered Days Off during the three month window period, the employee shall be entitled to the five full days additional leave.
- (12) Leave which accrues in accordance with subclause (10) of this clause is to be taken by agreement between the Health Service and employee within the operational needs of the Health Service.
- (13) The leave provided in subclause (10) of this clause does not attract annual leave loading.
- (14) Irrespective of whether an employee qualifies for additional leave by meeting the definition of a continuous shift employee or by being regularly placed on call, the maximum combined entitlement shall be 5 days leave.

Employees Stationed North of the 26th Parallel South

- (15) Employees employed in areas north of the 26th parallel of south Latitude are entitled to one week's additional annual leave.

Taking of Annual Leave

- (16) An employee will be entitled, after each period of 12 months continuous service and before the completion of the subsequent period of 12 months service, to take annual leave in one continuous period or in two periods of not less than two weeks on each occasion.
- (17) An employee may, with the approval of the Employer, be allowed to take the annual leave prescribed by this clause before the completion of twelve months continuous service as prescribed by subclause (1) of this clause.
- (18) By agreement between the Employer and the employee annual leave may be taken in multiple portions of not less than one day.
- (19) By agreement between the Employer and the employee, an employee may elect to take twice the period of any portion of their annual leave at half pay.
- (20) Accrued annual leave in excess of ten weeks will be taken at the operational convenience of the Employer. The minimum period to be taken will be 5 days.

Payment For Annual Leave

- (21) When annual leave is taken it will be paid
 - (a) at the ordinary salary rate plus a loading of 17.5% of the ordinary rate of pay;
 - or
 - (b) the equivalent of the average of the shift and weekend penalties the employee received in the 6 completed pay periods prior to the pay period during which the employee commences annual leave;

whichever is the higher.

- (c) Provided that the loading payable will be not more than 125% of the amount recorded by the Australian Bureau of Statistics as the average weekly earning for an employee in WA during the September quarter immediately preceding the date on which the annual leave is taken.

(22) Subject as hereinafter provided:

- (a) If after one months continuous employment an employee lawfully terminates their employment or their employment is terminated by the Employer through no fault of the employee, the employee will be paid 2.92 hours pay in respect of each completed week of continuous service for which annual leave has not already been taken.

- (i) In the case of a shift worker within the meaning of subclause (8) (a) of this clause, the employee will be paid such additional days leave as have accrued under subclause (9) of this clause at the date of termination in respect of each completed week of continuous service for which annual leave has not already been taken.

- (ii) Employees north of 26 degrees south latitude will be paid 3.65 hours pay in respect of each completed week of continuous service for which annual leave has not already been taken and shift workers within the meaning of subclause (8) (a) of this clause will be paid such additional days leave as have accrued under subclause (9) in respect of each completed week of continuous service for which annual leave has not already been taken.

- (b) In addition to any payment to which the employee may be entitled under this subclause an employee whose employment terminates after the employee has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this Agreement in respect of that qualifying period will be given payment in lieu of that leave unless the employee has been justifiably dismissed for misconduct and the misconduct for which the employee has been dismissed occurred prior to the completion of that qualifying period.

(23) If any employee is requested by the Employer to leave their room completely vacant during the period of absence on leave and fails to do so, the Employer may make the deduction for accommodation.

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

31. ANNUAL LEAVE TRAVEL CONCESSIONS

(1) Employees stationed in remote areas:

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

- (2) Employees are required to serve 12 continuous months in these areas before qualifying for travel concessions. However, employees who have less than 12 months continuous service in these areas and who are required to proceed on annual leave to suit the Employer's convenience will be allowed the concessions. The concession may also be given to an employee who proceeds on annual leave before completing the year's service provided that the employee returns to the area to complete the year's service at the expiration of the period of leave and should such employee not return or complete the required service the Employer may recover the value of the concession provided.
- (3) The Employer will provide the concession by paying or reimbursing costs of annual leave travel for the employee, their dependent partner and their dependent children travelling with him/her up to the cost of standard return economy airfares to Perth as at 1 June each year inclusive of GST for the employee, their dependent partner and their dependent children provided that:
- (a) the class of fare to be used as the standard fare is to be agreed between the Federation and the employer; and
- (b) the fare set is to apply from 1 July of that year to 30 June of the following year.
- (4) Where an employee elects to use transport other than their own, the Employer may require that the travel be booked through the Employer and where the cost of the fare exceeds the maximum provided for in subclause (3) of this clause the employer may require payment or consignment of equivalent leave payments for the difference.
- (5) An employee travelling other than by air is entitled to payment of up to the equivalent fare calculated in accordance with this clause prior to the commencement of his / her leave.
- (6) Travel concessions not utilised within twelve months of becoming due will lapse.
- (7) Part-time employees are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week.
- (8) Travelling time shall be calculated on a pro rata basis according to the number of hours worked.

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

		employee. Air fares for the dependent partner and/or dependent children.	days each way.
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- (9) Employees whose headquarters are located 240 kilometres or more from Perth
Employees, other than those designated in subclauses (1) and (10) of this clause whose headquarters are situated 240 kilometres or more from Perth General Post Office and who travel to Perth for their annual leave may be granted by the Employer reasonable travelling time to enable them to complete the return journey.
- (10) South East Travel Concessions
- (a) The provisions of this subclause apply to employees employed in the locations formerly attached to Laverton-Leonora Health Service, Kalgoorlie-Boulder Health Service, Murchison Health Service and South East Coastal Health service.
 - (b) An employee will receive 2 days for travel each year and these must be attached to a period of leave.
 - (c) The additional leave entitlement will accrue fortnightly on a pro rata basis.
 - (d) In addition to the above leave, a train or bus fare, or where deemed appropriate an airfare is payable, on application to the Employer, to each employee and their eligible dependents every 2nd anniversary year. This will be no more than the equivalent economy return train or bus fare to Perth that could be purchased by the health service.
 - (e) An entitlement to a travel concession will not accrue indefinitely, accordingly, any unclaimed entitlement will lapse upon the next entitlement falling due.
 - (f) An employee who moves from one health service at which the allowance is payable to another health service at which the allowance is payable can carry over their entitlement to a travel concession. The amount claimable will be the rate applicable to the location they are employed at the time of taking the leave.
- (11) An employee may elect to utilise the cash value of their travel concession to assist in paying the cost for their partner and/or dependents to travel to them in the areas specified in subclauses (1), (8) and (10)(a) of this clause.
- (12) The provisions of this clause will be varied by the parties in accordance with any changes to the Annual Leave Travel Concession provisions contained in the Health Services Union – WA Health State Industrial Agreement 2008 or any replacement thereto.

32. LONG SERVICE LEAVE

(1) Long Service Leave Entitlement

Subject to the conditions of this clause all employees will become entitled to 13 weeks long service leave.

- (a) after a period of ten (10) years continuous service.
- (b) after each further period of seven (7) years continuous service.

- (2) Notwithstanding subclause (1) of this clause, upon application by an employee, the Employer may approve an employee clearing:
- (a) any accrued entitlement to long service leave in minimum periods of 1 day
 - (b) double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on normal pay; or
 - (c) half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on normal pay; or
 - (d) any portion of their long service leave entitlement on normal pay or double such period on half pay; or half such period on double pay.
 - (e) a lesser period of long service leave calculated by converting the part-time service to equivalent full time service where a full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take.
- (3) When an employee proceeds on long service leave there will be no accrual towards an Accrued Day Off.
- (4) Service counted for Long Service Leave
- (a) For the purpose of these conditions “service” means service as an employee of a Public Authority and will be deemed to include:-
 - (i) absence of the employee on an annual leave or public holidays.
 - (ii) absence of the employee on paid personal leave or on an approved rostered day off.
 - (iii) absence of the employee on approved personal leave without pay except that portion of a continuous absence which exceeds three (3) months.
 - (iv) absence of the employee on approved leave without pay, other than personal leave but not exceeding two (2) weeks in any qualifying period.
 - (v) absence of the employee on National Service or other military training, but only if the difference between the employees’ military pay and his/her civilian pay is made up or would, but for the fact that his/her military pay exceeds his/her civilian pay, be made up by his/her Employer.
 - (vi) absence of the employee on workers compensation for any period not exceeding six (6) months, or for such greater period as the Employer may allow;
 - (viii) absence of the employee on long service leave.
 - (viii) absence of an employee on approved leave to attend Trade Union training courses or on approved leave to attend Trade Union business; and
 - (ix) employment in the service of the Commonwealth or another State of Australia as provided in subclause (15) of this clause.

- (b) The service of an employee will be deemed NOT to include:-
 - (i) service of an employee after the day on which he/she has become entitled to 26 weeks long service leave until the day on which he/she commences the taking of thirteen (13) weeks of that leave.
 - (ii) any period of service with an Employer of less than twelve (12) months. Provided where an employee has service of a month or more but less than twelve (12) months immediately prior to being transferred by one State Government Employer to another; becoming redundant or qualifying for pro rata payments in lieu of leave pursuant to subclause (11) of this clause, such period of service will count;
 - (iii) any period during which an employee has been paid as a casual;
 - (iv) any other absence of the employee except such absences as are included in service by virtue of subclause (4)(a) of this clause; and
- (c) Subject to the provisions of subclauses (4)(a) and (b) of this clause, the service of an employee will not be deemed to have been broken;
 - (i) by resignation, if he/she resigns from one public authority in this State and commences with another public authority in this State within one (1) working week of the expiration of any period for which payment in lieu of annual leave and/or public holidays has been made by the Employer from which the employee resigned, or, if no such payment has been made, within one (1) working week of the day on which his/her resignation become effective;
 - (ii) if his/her employment is ended by his/her Employer for any reason other than serious misconduct, but only if -
 - (A) the employee resumes employment with the Government not later than six (6) months from the day on which his/her employment ended; and
 - (B) payment pursuant to subclause (11) of this clause has not been made; or
 - (iii) by any absence approved by the Employer as leave whether with or without pay.
- (5) Application for leave without pay in respect of any absence must be made before the commencement of the absence unless the cause of the absence occurs after the employee has left the job, in which case the application must be made not later than 14 days after the day on which the employee resumes work.
- (6) Taking of Long Service Leave
 - (a) Long service leave will be taken at a time convenient to the Employer but not less than thirty (30) days notice will be given to each employee on the day on which his/her long service leave commences, except in cases where the employee and the Employer agree to a lesser period of notice or in other exceptional circumstances.

(b) Long service leave must be commenced within six (6) months of becoming due unless written permission of the Employer concerned is obtained for postponement.

(7) Public Holidays falling during Long Service Leave

Any public holiday occurring during an employee's absence on long service leave will be deemed to be a portion of the long service leave and extra days in lieu thereof will not be granted.

(8) Alternative employment during Long Service Leave

No employee is to undertake during long service leave, without the written approval of the Employer, any form of employment for hire or reward. Contravention of this subclause may be followed by disciplinary action which may include dismissal.

However, an employee may work casual shifts during a period of Long Service Leave with the written approval of the relevant Employer respondent to this Agreement.

(9) Affect of termination of employment on payment in lieu of Long Service Leave

An employee who has become entitled to long service leave in accordance with subclause (1) of this clause, and whose employment is ended before that leave is taken will be granted payment in lieu of that leave unless he/she has been dismissed for an offence committed prior to the day on which he/she became entitled to that leave.

(10) Entitlement to Long Service Leave on death of employee

If an employee who has become entitled to long service leave in accordance with subclause (1) of this clause, dies before taking that leave, payment in lieu of that leave will be made to such spouse or other dependant.

(11) Pro Rata Long Service Leave

(a) If the employment of an employee ends before he/she has completed the first or further qualifying periods in accordance with subclause (1) of this clause, payment in lieu of long service proportionate to his/her length of service will not be made unless the employee:

- (i) has completed a total of at least three (3) years continuous service and his/her employment has been ended by his/her Employer for reasons other than serious misconduct; or
- (ii) is not less than 55 years of age and resigns but only if the employee has completed a total of not less than twelve (12) months continuous service prior to the day from which the resignation has effect; or
- (iii) has completed a total of not less than twelve (12) months continuous service and his/her employment has been ended by his/her Employer on account of incapacity due to old age, ill health or the result of an accident; or
- (iv) has completed a total of not less than three (3) years' continuous service and resigns because of her pregnancy and who produces at the time of resignation or termination certificate of such pregnancy and the expected date of birth from a legally qualified medical practitioner; or

- (v) dies after having served continuously for not less than twelve (12) months before his/her death and leaves his/her spouse, children, parent or invalid brother or sister dependent on him/her in which case the payment shall be made to such a spouse or other dependant; or
 - (vi) has completed a total of not less than three (3) years continuous service and resigns in order to enter an Invitro Fertilisation Programme provided she produces written confirmation from an appropriate medical authority of the dates of involvement in the programme.
- (12) Notwithstanding the provisions of subclauses (11)(a)(i) and (11)(a)(iii) of this clause, an employee whose position has become redundant and when refuses an offer by the Employer of reasonable alternative employment or who refuses to accept transfer in accordance with the terms of his/her employment will not be entitled to payment in lieu of long service leave proportionate to his/her length of service.
- (13) For the purpose of subclause (11)(a)(iii) of this clause, a medical referee will, if there is disagreement between the employee's doctor and the Employer's doctor as to the employee's incapacity, be selected from an appropriate panel of doctors by agreement between the Employer and employee.
- (14) Rate of Pay During Long Service Leave
- (a) Subject to the provision of this clause an employee will be paid during long service leave at his/ her permanent classification rate of pay.
 - (b) Except where otherwise approved by the Employer the rate of pay of an employee will be deemed to be the total wage applicable to the classification which, for the purpose of this clause is or is deemed to be his or her permanent classification.
 - (c) If an employee has been employed in one or more positions each of which carries a higher rate than his/her permanent classified rate for a continuous period of twelve (12) months ending not earlier than two (2) weeks before the day on which he/she commences long service leave or is paid pro rata in lieu of leave in accordance with subclause (11) of this clause, the rate which he/she has received for the greatest proportion of that 12 month period will, for the purpose of this clause, be deemed to be in permanent classified rate.
 - (d) If any variation occurs in the rate of wage applicable to an employee during any period when he/she is on leave will be varied accordingly and, if the employee has been paid in full for the leave before its commencement payments will be adjusted as soon as practicable after the employee resumes work.
 - (e) District allowance will not be paid during long service leave unless the family or dependants of the employee remain in the district.

Part-time employee

- (f) A part-time employee, who during a qualifying period has been continuously employed on both full-time and part-time employment, may elect to take three (3) months long service leave at a rate determined by the proportion of service on a

part-time basis to that on a full-time basis or to take a lesser period than three (3) months calculated by converting the part-time service to equivalent full-time service so that the employee qualifies for three (3) months long service leave at the full-time rate of pay.

- (g) If the hours of a part-time employee, have varied he/she will be paid a rate based on the average number of hours worked over the full qualifying period.
- (h) A full-time employee, who during a qualifying period has been continuously employed on both full-time and part-time employment, may elect to take 13 weeks long service leave at the rate determined by the proportion of service on a part-time basis to that on a full-time basis or to take lesser period than 13 weeks calculated by converting the part-time service to the equivalent full-time service, or to work such additional time as will effectively make up the part-time service into full-time service so that the employee qualifies for 13 weeks long service leave at the full-time rate.
- (i) A part-time employee, who during the qualifying period has been continuously employed on both part-time and full-time employment, will be paid at a rate determined by the proportion of service on a part-time basis to that on a full-time basis.

(15) Portability of Long Service Leave

- (a) Subject to subclause (c) of this subclause, where an employee was, immediately prior to being engaged, employed in the service of the Commonwealth or another State of Australia and that employment was continuous with this service as defined by this clause that employee will be entitled to long service leave determined in the following manner.
 - (i) Service with the previous Employer will be converted into service for the purpose of these conditions by calculating the proportion that the service with the previous Employer bears to a full qualifying period in accordance with the provisions that applied in the previous employment and applying that proportion to a full qualifying period in accordance with the provisions of this clause.
 - (ii) Service with the State necessary to complete a qualifying period for an entitlement of long service leave will be calculated in accordance with the provisions of these conditions.
 - (iii) An employee will not become entitled to long service leave or payment for long service leave unless he has completed three (3) years continuous service with the State.
 - (iv) Where an employee would, but for the provisions of (iii) of this subclause, have become entitled to long service leave before the expiration of three (3) years' continuous service with the State, service subsequent to that date of entitlement will count towards the next grant of long service leave.
- (b) No employee will be entitled to the benefit of this clause if service with the previous Employer was terminated for reasons which would entitle that Employer to dismiss the employee without notice.

- (c) Nothing in these conditions confers on any employee previously employed by the Commonwealth or another State of Australia any entitlement to a complete period of long service leave that accrued prior to the date on which the employee was employed by the State.

(16) Employee ill during Long Service Leave

- (a) Where an employee, through personal ill health is confined to his place of residence or a hospital for a continuous period of fourteen (14) days or more during any period of long service leave and such confinement, is certified to by a duly qualified medical practitioner, such period will be considered personal leave and subject to the provisions of this Agreement.
- (b) The period during long service leave for which paid personal leave has been approved will be given as additional long service at a time convenient to the Employer.

- (17) Any period of service during which, or for which, an employee receives or has received payment, or any other compensation, in lieu of long service leave shall not be counted as service for the purpose of determining any future entitlement to long service leave.

33. PUBLIC HOLIDAYS

- (1)
 - (a) Employees, other than those engaged on a casual basis, shall be entitled to 10 days public holiday leave per year for the following days; New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.
 - (b) Where any of the days mentioned in subclause (1) (a) of this clause fall on a Saturday or Sunday, the holiday will be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday will be observed on the succeeding Tuesday. In each case the substituted day will be a public holiday and the day for which it is substituted will not be a holiday.
 - (c) Public Holiday leave will accrue pro rata as the public holidays listed in subclause (1) (a) of this clause fall up to the 10 days per year entitlement.
- (2) Part time employees will receive 10 days public holiday leave per year. Payment for these days will be on a proportionate basis according to the ratio that the employee's hours bear to full time hours during the roster/accrual period during which the public holiday falls.

Payment for Work on Public Holidays

- (3) For ordinary hours actually worked on a public holiday, employees shall be paid a loading of 50%.

Casuals Working on Public Holidays

- (4) Employees engaged on a casual basis shall be paid a loading of 150% for the hours actually worked on a public holiday.

Taking of Public Holiday Leave

- (5) Employees will be permitted to take their public holiday leave, paid at the ordinary rate, on a day nominated by the employee (as a single day or multiples thereof or as a day(s) added to annual leave) within the operational needs of the Health Care Site.
 - (a) Consent by the Employer will not be withheld unreasonably;
 - (b) If for operational reasons this is considered inappropriate by the Employer, the provisions of Clause 60 – Dispute Resolution Procedure of this Agreement will be applied.
- (6) The employee will be entitled to a day's leave in lieu of a public holiday, paid at the ordinary rate, in respect of a public holiday which occurs during the employee's approved annual leave.

34. PERSONAL LEAVE

Introduction

- (1) The intention of Personal Leave is to give employees and employers greater flexibility by providing paid leave for a variety of personal purposes. Personal leave replaces sick and carers leave.
- (2) Payment for personal leave will be at the rate the employee would have received excluding shift, public holiday and weekend penalties and personal leave credits will be reduced by the number of ordinary hours the employee is rostered to work on the day the employee is absent on personal leave.
- (3) Personal leave is not for circumstances normally met by other forms of leave.
- (4) Notwithstanding subclauses (48) and (49), this clause does not apply to casual employees.
- (5) An employee employed on a fixed-term contract for a period of twelve months or more shall be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract for a period less than twelve months shall be credited on a pro rata basis for the period of the contract.
- (6) A part-time employee shall be entitled to the same personal leave credits as a full time employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the employee not been on personal leave.

Transition

- (7) An employee's sick leave entitlement accrued pursuant to Clause 34 of the Registered Nurses, Midwives and Enrolled Mental Health Nurses – Australian Nursing Federation - WA Health Industrial Agreement 2007 will be converted to personal leave with effect from the first pay period on or after the date of registration of this Agreement. The following transitional provisions will apply:
 - (a) Employees will retain their existing anniversary date for the purposes of personal leave;

- (b) The 2 days non-cumulative personal leave will be calculated on a pro rata basis for the period from the first pay period on or after the date of registration of this Agreement to an employee's anniversary date. The amount will then be added to the employee's personal leave balance and utilised in accordance with subclause (9) of this clause;
- (c) The increase to 13 days cumulative personal leave from 10 days sick leave will be calculated on a pro rata basis from the first pay period on or after the date of registration of this Agreement to an employee's anniversary date. The amount will then be added to the employee's cumulative personal leave balance.

Entitlement

- (8) Subject to subclause (7), the employer shall credit each permanent full time employee with 15 days personal leave credits for each year of continuous service, of which 13 days are cumulative and 2 days non-cumulative as follows:

	Personal Leave Cumulative	Personal Leave Non-cumulative
On the day of initial appointment	6.5 days	2 days
On the completion of 6 months continuous service	6.5 days	0 days
On the completion of 12 months continuous service	13 days	2 days
On the completion of each further period of 12 months continuous service	13 days	2 days

To avoid doubt, a current employee will on their first anniversary date following the transition at subclause (7), receive credits of 13 days cumulative and 2 days non-cumulative personal leave.

- (9) Where employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- (10) In the year of accrual the 15 days 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 13 days will be cumulative and added to personal leave accumulated from previous years.
 - (a) Unused non-cumulative personal leave will be lost on completion of each anniversary year;
 - (b) Unused cumulative personal leave may be utilised until it is exhausted.
- (11) Whilst employees are able to access personal leave in accordance with subclause (24) of this clause, to ensure compliance with the *Minimum Conditions of Employment Act 1993* (WA) a minimum of 10 days must be available to employees for the purposes of an employee's entitlement to paid leave for illness or injury; or carer's leave.
- (12) Personal leave will not be debited for public holidays, which the employee would have observed.
- (13) Personal leave may be taken on an hourly basis.

- (14) An employee while on paid personal leave will continue to accrue an entitlement to an accrued day(s) off.

Variation of ordinary working hours

- (15) 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.
- (16) 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.
- (17) 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

- (18) 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.
- (19) 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.
- (20) 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

- (21) 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 (22) (33) and (34) (Re-crediting Leave) of this clause.
- (22) If an employee has exhausted all accrued personal leave:
- (a) The Employer may allow an employee who has at least twelve months service to anticipate up to 5 days 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; or
 - (b) The employee may apply to substitute accrued annual leave or accrued long service leave entitlements for personal leave.
 - (i) The employer will not withhold approval if an application is supported by evidence that would satisfy a reasonable person.

- (ii) The employee will be paid at the rate which would have applied had the leave not been substituted for personal leave.
 - (iii) The minimum period prescribed for taking accrued annual leave or accrued long service leave entitlements remains unchanged despite the leave being substituted for personal leave.
- (23) 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

- (24) Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause (8) of this clause the employer may grant personal leave in the following circumstances:
- (a) where the employee is ill or injured;
 - (b) to provide care or support to a member of the employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member;
 - (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.
- (25) Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- (26) The definition of family shall 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.
- (27) Where practicable, the employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

Evidence

- (28) An application for personal leave exceeding 2 consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- (29) In general, supporting evidence is not required for single or 2 consecutive day absences. Where the employer has good reason to believe that the absence may not be reasonable or legitimate, the employer may request evidence be provided. The employer must provide the employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.

- (30) Personal leave will not be granted where an employee is absent from duty because of personal illness directly caused by the misconduct of the employee.
- (31) 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.
- (32) If the employer has reason to believe that an employee is in such a state of health as to render a danger to themselves, fellow employees or the public, the employee may be required to obtain and furnish a report as to the employee's condition from a registered medical practitioner nominated by the employer. The fee for any such examination shall be paid by the employer.

Re-crediting Annual Leave

- (33) Where an employee is ill during the period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of the illness the employee was confined to their place of residence or a hospital for a period of at least seven (7) consecutive calendar days, the employer may grant personal leave for the period during which the employee was so confined and reinstate annual leave equivalent to the period of confinement.

Re-crediting Long Service Leave

- (34) 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.

Accrued Days Off

- (35) An employee will not be entitled to paid personal leave if the illness or injury occurs during a period of accrued time off, unless the illness is for a period of seven consecutive days or more.

Personal Leave Without Pay Whilst Ill or Injured

- (36) Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The employer shall not unreasonably withhold this leave.
- (37) Personal leave without pay not exceeding a period of three months in a continuous absence does not affect salary increment dates, anniversary date of personal leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.

- (38) Personal leave without pay is not available to employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in subclause (24) (b), (c) or (d) of this clause. However, other forms of leave including leave without pay may be available.

Other Conditions

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

Workers' Compensation

- (41) Where an employee suffers a disease or injury within the meaning of section 5 of the *Workers' Compensation and Injury Management Act 1981* (WA) which necessitates that employee being absent from duty, personal leave with pay shall be granted to the extent of personal leave credits. In accordance with section 80 (2) of the *Workers' Compensation and Injury Management Act 1981* (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 shall be granted as leave without pay.

Portability

- (42) The employer shall credit a new employee with additional personal leave credits up to the balance held at the date that employee ceased previous employment provided that:
- (a) immediately prior to commencing employment in WA Health, the employee was employed in the service of:
 - (i) the WA Public Sector, or
 - (ii) any other State or Territory of Australia where there is reciprocity of recognition and transfer of leave entitlements, or
 - (iii) the Commonwealth Government of Australia where there is reciprocity of recognition and transfer of leave entitlements and
 - (b) the employee's employment with WA Health commenced no later than 1 week after ceasing previous employment and
 - (c) the personal leave credited shall be no greater than that which would have applied had the entitlement accumulated whilst employed in the Public Sector.
- (43) The maximum break in employment permitted by subclause (42)(b) of this clause, may be varied by the approval of the employer provided that where employment with WA Health commenced more than one (1) week after ceasing the previous employment, the period in excess of one (1) week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous employer.

Travelling time for Regional Employees

- (44) Subject to the evidentiary requirements set out in subclauses (28) to (32) of this clause, a regional employee who requires medical attention at a medical facility in Western Australia located 240 km or more from their workplace will be granted paid travel time undertaken during the employee's ordinary working hours up to a maximum of 5 days per annum.
- (45) The employer may approve additional paid travel time to a medical facility in Western Australia where the employee can demonstrate to the satisfaction of the employer that more travel time is warranted.
- (46) The provisions of subclauses (44) and (45) of this clause employees are not available to employees whilst on leave without pay or personal leave without pay.
- (47) The provisions of subclauses (44) and (45) of this clause apply as follows.
 - (a) An employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
 - (b) An employee employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
 - (c) A part-time employee shall be entitled to the same entitlement as a full time employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
 - (d) The provisions do not apply to casual employees.

Unpaid Carer's Leave

- (48) An employee is entitled to up to two days unpaid leave on any occasion that the employee needs to take carer's leave due to an illness, injury or unexpected emergency of the employee's family or household member. This unpaid leave can be taken by casual employees, or when the employee has utilised all paid leave entitlements. Applications for additional unpaid leave will be considered in accordance with Clause 47 – Leave Without Pay.
- (49) An Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.

35. BEREAVEMENT LEAVE

- (1) Employees including casuals shall on the death of:
 - (a) a partner of an employee;
 - (b) a child or step-child or grandchild of an employee (including an adult child, step-child or grandchild);
 - (c) a parent, step-parent, or grandparent of an employee;

- (d) a brother, sister, step-brother or step-sister; or
- (e) any other person who, immediately before that person's death, lived with an employee as a member of an employee's family;

be eligible for up to two (2) days paid bereavement leave, provided that at the request of an employee the Employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

- (2) The two (2) days need not be consecutive.
- (3) Bereavement leave is not to be taken during any other period of leave.
- (4) An employee shall not be entitled to claim payment for bereavement leave on a day when that employee is not ordinarily rostered to work, and will not be granted in any case where the employee concerned would have been off duty in accordance with her or his roster, or on long service leave, annual leave, personal leave, workers compensation, leave without pay or on a public holiday.
- (5) An employee will not be entitled to claim payment for bereavement leave when the employee is absent on an accrued day off.
- (6) An employee whilst on bereavement leave will continue to accrue an entitlement to an accrued day off.
- (7) Payment of such leave may be subject to an employee providing evidence of the death or relationship to the deceased, satisfactory to the Employer.
- (8) Employees requiring more than two (2) days bereavement leave in order to travel overseas or interstate in the event of the death overseas or interstate of a member of an employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the Employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.
- (9) An employee may take unpaid bereavement leave by agreement with the Employer.

36. CASHING OUT LEAVE ENTITLEMENTS

- (1) The Employer and the employee may agree in writing that the employee forgo part of their entitlement to accrued annual leave, accrued public holidays, accrued long service leave, or accrued days off in exchange for payment at the rate which would have applied had the day been worked. In the case of annual leave payment shall include any applicable annual leave loading.
- (2) There shall be no limit on the amount of accrued leave that may be paid out provided that the balance of leave entitlements shall allow for a minimum of 4 weeks leave to be taken in the calendar year in which the payment is made. Leave already taken during the calendar year in which the payment is made may be counted towards the minimum 4 weeks leave requirement.

37. PARENTAL LEAVE

(1) Definitions

For the purpose of this clause the following terms shall have the following meaning:

- (a) “Child” all references in this clause to a child should be read as including children of multiple birth or adoption.
- (b) “Employee” includes full time, part time, permanent and eligible casual employees, and fixed term contract employees for the duration of their contract.
- (c) “Eligible casual employee”: A casual employee is eligible if the employee –
 - (i) has been engaged in the public sector on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months; and
 - (ii) but for an expected birth of a child to the employee or employee’s spouse or defacto partner or an expected placement of a child with the employee with a view to the adoption of the child by the employee, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- (d) Without limiting subclause (1)(c)(i) and (1)(c)(ii) of this clause a casual employee is also eligible if the employee –
 - (i) was engaged in the public sector on a regular and systemic basis for a sequence of periods during a period (the first period of employment) of less than twelve (12) months; and
 - (ii) at the end of the first period of employment, the employee ceased, on the Employers initiative, to be so engaged by the public sector Employer; and
 - (iii) the public sector Employer later again engaged the employee on a regular and systemic basis for a further sequence of periods during a period (the second period of employment) that started not more than three (3) 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 twelve (12) months; and
 - (v) the employee, but for an expected birth of a child to the employee or the employee’s spouse or defacto partner or an expected placement of a child with the employee with a view to adoption of the child by the employee, would have a reasonable expectation of continuing engagement in the public sector on a regular and systematic basis.
- (e) “Primary care giver” means the employee who will assume the principal role for the care and attention of a newly born or newly adopted child as defined by this clause.
- (f) “Replacement employee” means an employee specifically engaged to replace an employee proceeding on parental leave.

- (g) “Public Sector” means all agencies, ministerial offices and non-SES organisation as defined in section 3 of the *Public Sector Management Act 1994* (WA).

Entitlement to Parental Leave

(2) Unpaid Parental Leave

- (a) An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:
- (i) birth of a child to the employee or employee’s partner; or
 - (ii) adoption of a child who is not the natural child or step child of the employee or employee’s partner; is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.

(3) Paid Parental Leave

- (a) Subject to subclauses (3)(b) and (7) of this clause an employee is entitled to 14 weeks continuous paid parental leave.
- (b) The paid parental leave entitlement provided in subclause (3)(a) of this clause:
- (i) can be accessed by a pregnant employee in accordance subclause (7)(a) of this clause;
 - (ii) can only be accessed by an employee who is the primary care giver of a newly born or newly adopted child;
 - (iii) can only be accessed by an employee who has completed 12 months continuous service in the Western Australian public sector;
 - (iv) is provided only in respect to the:
 - (1) birth of a child to the employee or the employee’s partner; or
 - (2) adoption of a child who is not the natural child or the stepchild of the employee or the employee’s partner; is under the age of five; and has not lived continuously with the employee for six months or longer.
 - (v) cannot be accessed by eligible casual employees; and
 - (vi) forms part of the 52 week unpaid parental leave entitlement provided in subclause (2)(a) of this clause.
- (4) An employee may take the paid parental leave specified in subclause (3) of this clause at half pay for a period equal to twice the period to which the employee would otherwise be entitled.
- (5) The period of paid parental leave taken by the primary care giver of a newly born or newly adopted child shall not exceed the period specified in subclause (3) of this clause or its half pay equivalent.

- (6) Qualifying Service
- (a) Paid parental leave will count as qualifying service for all purposes under this Agreement.
 - (b) Qualifying service for any purpose under this Agreement is to be calculated according to the number of weeks of paid parental leave that were taken at full pay or would have been had the employee not taken paid parental leave at half pay. Employees who take paid parental leave on half pay do not accrue Agreement entitlements beyond those that would have accrued had they taken the leave at full pay.
- (7) Commencement of paid parental leave
- (a) A pregnant employee may commence paid parental leave any time up to six weeks before the expected date of birth.
 - (b) Provided that the period of paid parental leave is concluded within 12 months of the birth or placement of the child, an employee identified as the primary care giver of a newly born or newly adopted child may commence the period of paid parental leave from:
 - (i) the child's birth date; or
 - (ii) for the purposes of adoption, the date of placement of the child; or
 - (iii) a later date nominated by the primary care giver.
 - (c) Notwithstanding subclause (7)(b) of this clause, the Employer may, in exceptional circumstances, allow an employee to take a period of paid parental leave as prescribed in subclause (3) of this clause that will result in the employee being on paid parental leave more than 12 months after the birth or placement of the employee's child.
 - (d) The Employer may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the employee to take their period of parental leave more than 12 months after the birth or placement of the employee's child.
- (8) Shared parental leave
- (a) Subject to subclause (8)(b) of this clause, the paid parental leave entitlement may be shared between partners assuming the role of the primary care giver of a newly born or newly adopted child.
 - (b) Where both partners work in the public sector, the total paid parental leave entitlement provided to the employee shall not exceed the paid parental leave quantum for a single employee as specified in subclause (3) of this clause or its half pay equivalent.
 - (c) The unpaid parental leave entitlement may be shared between partners.
 - (d) An employee and their partner may only take paid and/or unpaid parental leave concurrently in exceptional circumstances with the approval of the Employer or in accordance with subclause (14)(c) of this clause.

- (9) (a) An employee must take parental leave in one continuous period. Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.
 - (b) Notwithstanding subclause (9)(a) of this clause:
 - (i) paid parental leave may be taken in more than one continuous period by an employee who meets the requirements of subclause (14) of this clause; and
 - (ii) unpaid parental leave may be taken in more than one continuous period where the employee undertakes special temporary or casual employment in accordance with subclause (31) of this clause. In these circumstances, the provisions of subclause (31) of this clause apply.
- (10) Payment for paid parental leave
- (a) Subject to subclause (10)(b) of this clause, an employee proceeding on paid parental leave is to be paid according to their ordinary working hours at the time of commencement of parental leave. Shift and weekend penalty payments and higher duties allowances are not payable during paid parental leave.
 - (b) Payment for a part time employee proceeding on paid parental leave is to be determined according to:
 - (i) an average of the hours worked by the employee over the preceding 12 months; or
 - (ii) their ordinary working hours at the time of commencement of paid parental leave;whichever is the greater.
 - (c) An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.
- (11)
- (a) An employee is eligible, without concluding their parental leave and resuming duty, for subsequent periods of parental leave, including paid parental leave, in accordance with the provisions of this clause.
 - (b) Where an employee has not concluded their period of parental leave and resumed duty, and the employee is entitled to a subsequent period of paid parental leave, the employee's paid parental leave is:
 - (i) to be paid according to the employee's status and classification at the time of commencing the original period of parental leave; and
 - (ii) not affected by any period of special temporary or casual employment undertaken in accordance with subclause (31) of this clause.

(12) Medical Certificates

- (a) An employee who has given the Employer notice of their intention to take paid or unpaid parental leave, or unpaid partner leave shall provide the Employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner, confirming the pregnancy and estimated date of birth.
- (b) Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, the Employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

(13) If the pregnancy results in other than a live child or the child dies during the period of paid parental leave, the entitlement to paid parental leave as provided in subclause (3) of this clause remains intact. Such paid parental leave cannot be taken concurrently with paid personal leave in accordance with subclause (21) of this clause.

(14) Paid parental leave when the mother is, for any period of her leave, incapable of being her child's primary care giver

- (a) An employee who commenced paid parental leave prior to her child's birth and:
 - (i) who is incapacitated following the birth of her child and is therefore incapable of being its primary care giver; or
 - (ii) whose child requires hospitalisation such that the employee and her partner are not their child's primary care giver;

is entitled to remain on paid parental leave, notwithstanding that she is not the child's primary care giver.

(b) An employee is not entitled to access paid parental leave when they are not their child's primary care giver other than in the circumstances identified in subclause (14)(a) of this clause.

(c) If both parents work in the public sector and the mother is able to remain on paid parental leave in accordance with subclause (14)(a)(i) of this clause, the employees may choose which parent will access paid parental leave.

- (i) If the mother chooses to remain on paid parental leave, her partner may access unpaid parental leave for the period they are their child's primary care giver.
- (ii) If the mother's partner is their child's primary care giver and chooses to access paid parental leave, the mother may access unpaid parental leave for the period her partner is their child's primary care giver.
- (iii) Where the mother's partner accesses paid parental leave in accordance with subclause (14)(c)(ii) of this clause, the mother is entitled to resume paid parental leave if/when she becomes her child's primary care giver, subject to the provisions of subclause (8)(b) of this clause.

(iv) If the mother resumes paid parental leave in accordance with subclause

(14)(c)(iii) of this clause, her partner must cease paid parental leave.

- (d) An employee is not entitled to access the provisions of subclause (14)(c) of this clause in the circumstances identified in (14)(a)(ii) of this clause.

(15) Adoption of a child

- (a) An employee seeking to adopt a child shall be entitled to two days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement to which the employee is entitled in lieu of this leave.
- (b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement to which they are entitled in lieu of the terminated parental leave or return to work.

(16) Confirmation of primary care giver status

- (a) For the purposes of subclause (3) of this clause, an Employer may require an employee to provide confirmation of their primary care giver status.
- (b) Where an Employer requires an employee to confirm their status as the primary care giver of a newly born or newly adopted child, the employee is to provide the Employer with evidence that would satisfy a reasonable person of the entitlement to paid parental leave. Such evidence may include a medical certificate or statutory declaration.

Partner Leave

- (17) (a) An employee is entitled to unpaid partner leave as prescribed by this subclause in respect of the:
 - (i) birth of a child to the employee or the employee's partner; or
 - (ii) adoption of a child who is not the natural child or the stepchild of the employee or the employee's partner; is under the age of five; and has not lived continuously with the employee for six months or longer.
- (b) An employee who is not taking parental leave with respect to the birth of child to their partner shall be entitled to a period of unpaid partner leave of up to one week at the time of the child's birth. In the case of adoption of a child this period shall be increased to up to three weeks unpaid leave.
- (c) The employee may request to extend the period of unpaid partner leave up to a maximum of eight weeks.
- (d) The Employer is to agree to an employee's request to extend their partner leave under subclause (17)(c) of this clause unless:
 - (i) having considered the employee's circumstances, the Employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or

(ii) there are grounds to refuse the request relating to its adverse effect on the Employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:

- (1) cost;
- (2) lack of adequate replacement staff;
- (3) loss of efficiency; and
- (4) impact on the production or delivery of products or services

by the Employer.

- (e) The Employer is to give the employee written notice of the Employer's decision on a request for extended partner leave. If the employee's request is refused, the notice is to set out the reasons for the refusal.
- (f) An employee who believes their request for extended partner leave under subclause (17)(c) of this clause 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.
- (g) The taking of partner leave by an employee shall have no effect on their or their partner's entitlement, where applicable, to paid parental leave under this clause.

Other Leave Entitlements

(18) Annual and long service leave

- (a) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave to which the employee is entitled for the whole or part of the period of unpaid parental leave.
- (b) (i) An employee may elect to substitute any part of their entitlement to one week's unpaid partner leave as provided for in subclause (17)(b) with accrued annual or long service leave to which the employee is entitled for the whole or part of that period of unpaid partner leave.
- (ii) Where an Employer agrees to an employee's request to extend their period of unpaid partner leave under subclause (17)(c) of this clause, the Employer must allow an employee to elect to substitute any part of that period of unpaid partner leave with accrued annual or long service leave to which the employee is entitled for the whole or part of that period of unpaid partner leave.

(19) Time off in lieu of overtime

An employee proceeding on unpaid parental leave or unpaid partner leave may elect to substitute any part of that leave with accrued time off in lieu of overtime to which the employee is entitled for the whole or part of the period of unpaid parental leave or unpaid partner leave.

(20) Leave without pay

- (a) Subject to all other leave entitlements being exhausted an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two years. The Employer is to agree to a request to extend their leave unless:
 - (i) having considered the employee's circumstances, the Employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or
 - (ii) there are grounds to refuse the request relating to its adverse effect on the Employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:
 - (1) cost;
 - (2) lack of adequate replacement staff;
 - (3) loss of efficiency;
 - (4) impact on the production or delivery of products or services by the Employer.
- (b) The Employer is to give the employee written notice of the Employer's decision on a request for leave without pay under subclause (20)(a) of this clause. If the request is refused, the notice is to set out the reasons for the refusal.
- (c) An employee who believes their request for leave without pay under subclause (20)(a) of this clause 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.
- (d) Any period of leave without pay must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the Employer the total combined period of leave without pay following parental leave shall not exceed two years.

(21) Personal leave

- (a) An employee on paid or unpaid parental leave is not entitled to paid personal leave other than as specified in subclause (21)(b) of this clause.
- (b) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid personal leave to which the employee is entitled or unpaid leave for a period certified as necessary by a registered medical practitioner. Paid personal leave cannot be taken concurrently with paid parental leave.
- (c) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid personal leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.
- (d) An employee on unpaid partner leave is not entitled to paid personal leave.

(22) Public holidays

Any public holidays that fall during paid or unpaid parental leave, or unpaid partner leave shall be counted as part of the parental or partner leave and do not extend the period of parental or partner leave.

Notice and Variation

- (23) (a) The employee shall give not less than four weeks notice in writing to the Employer of the date the employee proposes to commence paid or unpaid parental leave, or unpaid partner leave stating the period of leave to be taken.
- (b) An employee seeking to adopt a child shall not be in breach of subclause (23)(a) of this clause by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- (c) An employee proceeding on parental leave may elect to take a shorter period of parental leave to that provided by subclause (2) of this clause and may at any time during that period elect to reduce or extend the period stated in the original application, provided four weeks written notice is provided.

Modification of Duties or Transfer to a Safe Job

(24) Part time employment during pregnancy

- (a) A pregnant employee may work part time in one or more periods whilst she is pregnant where she provides her Employer with a medical certificate from a medical practitioner advising that part time employment is, because of her pregnancy, necessary or preferable.
- (b) The terms of part time employment undertaken in accordance with subclause (24)(a) of this clause shall be in writing.
- (c) Such employment shall be in accordance with the part time employment and parental leave provisions of this Agreement.
- (d) Unless otherwise agreed between the Employer and employee, an employee will provide their Employer with four weeks written notice of an intention to:
- (i) vary part time work arrangements made under subclause (24)(b) of this clause; or
 - (ii) revert to full time employment during the employee's pregnancy.
- (e) An employee reverting to full time employment in accordance with subclause (24)(d)(ii) of this clause will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to undertaking part time employment.

- (25) If an employee gives the Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
- (a) illness, or risks, arising out of her pregnancy; or
 - (b) hazards connected with that position;
- then the Employer must modify the duties of the position or alternatively transfer the employee to a safe job at the same classification level for the period during which she is unable to continue in her present position.
- (26) If the Employer does not think it to be reasonably practicable to modify the duties of the position or transfer the employee to a safe job the employee is entitled to paid leave for the period during which she is unable to continue in her present position.
- (27) An entitlement to paid leave provided in subclause (26) of this clause is in addition to any other leave entitlement the employee has and the employee is to be paid the amount she would reasonably have expected to be paid if she had worked during that period. This entitlement also applies to eligible casual employees.
- (28) An entitlement to paid leave provided in subclause (26) of this clause ends at the earliest of whichever of the following times is applicable:
- (a) the end of the period stated in the medical certificate;
 - (b) if the employee's pregnancy results in the birth of a living child – the end of the day before the date of birth; or
 - (c) 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.

Communication during Parental Leave

- (29) (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 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 status or responsibility level of the position the employee held before commencing parental leave.
- (b) An employee shall take reasonable steps to inform their Employer about any significant matter that will affect the employee's decision regarding:
- (i) the duration of parental leave to be taken;
 - (ii) whether the employee intends to return to work; and
 - (iii) whether the employee intends to return to work on a part-time or modified

basis.

- (c) An employee shall also notify their Employer of changes of address or other contact details that might affect the Employer's capacity to comply with subclause (29)(a) of this clause.

Replacement Employee

- (30) (a) Prior to engaging a replacement employee the Employer shall inform the replacement person of:
 - (i) the temporary nature of the employment;
 - (ii) the entitlements relating to the return to work of the employee on parental leave or that employee's capacity to undertake special temporary or casual employment during their period of unpaid parental leave; and
 - (iii) any consequences for the replacement employee should the employee on parental leave return early from leave or seek an extension to their period of parental leave.
- (b) A replacement employee may be employed part time. Such employment shall be in accordance with subclause Clause 11 – Employment Categories of this Agreement.
- (c) Nothing in this subclause will be construed as requiring an Employer to engage a replacement employee.

Employment During Parental Leave

- (31) (a) The provisions of subclause (31) of this clause only apply to employment during:
 - (i) unpaid parental leave; and
 - (ii) leave without pay taken in conjunction with parental leave as provided for in subclause (20) of this clause.
- (b) The Employer cannot employ an employee in special temporary or casual employment whilst the employee is on a period of:
 - (i) paid parental leave; or
 - (ii) annual or long service leave taken concurrently with a period of unpaid parental leave.
- (c) Special temporary employment
 - (i) For the purposes of subclause (31) of this clause, "temporary" means employment:
 - (1) of an intermittent nature;
 - (2) for a limited, specified period;
 - (3) undertaken during unpaid parental leave or leave without pay taken in conjunction with unpaid parental leave; and

- (4) excluding employment undertaken in accordance with subclause (31)(d) of this clause.
- (ii) Notwithstanding any other provision of the parental leave clause, an employee may be employed by their Employer on a temporary basis provided that:
- (1) both parties agree in writing to the special temporary employment;
 - (2) employees are employed at the level commensurate to the level of the available position under the relevant Award or Agreement;
 - (3) in the case of a fixed term contract employees, the period of temporary employment is within the period of the current fixed term contract;
 - (4) any such period of service shall not change the employee's employment status in regard to their substantive employment; and
 - (5) any period of special temporary employment shall count as qualifying service for all purposes of this Agreement.
- (d) Special casual employment
- (i) For the purposes of this subclause, "casual" means employment:
- (1) on an hourly basis for a period not exceeding four weeks in any period of engagement;
 - (2) for which a casual loading is paid;
 - (3) undertaken during unpaid parental leave or leave without pay taken in conjunction with unpaid parental leave; and
 - (4) excluding employment undertaken in accordance with subclause (31)(c) of this clause.
- (ii) Notwithstanding any other provision of the parental leave clause, an employee, may be employed by their Employer on a casual basis provided that:
- (1) both parties agree in writing to the special casual employment;
 - (2) employees are employed at the level commensurate to the level of the available position under the relevant Award or Agreement;
 - (3) in the case of a fixed term contract employee, the period of casual employment is within the period of the current fixed term contract;

- (4) any such period of service shall not break the employee's continuity of service nor change the employee's employment status in regard to their substantive employment; and
 - (5) any period of special casual employment shall not count as qualifying service other than with respect to entitlements a casual employee would ordinarily be entitled to for any purpose under this Agreement.
- (e) For every period of special temporary or casual employment, the following records must be kept:
 - (i) the agreements made between the parties for periods of special temporary or casual employment;
 - (ii) the dates of commencement and conclusion of each period of special temporary and/or casual employment;
 - (iii) the hours worked by the employee during such periods; and
 - (iv) the classification level at which the employee is employed during such periods.
- (f) Effect of special temporary or casual employment on unpaid parental leave
 - (i) Subject to subclause (31)(f)(ii) of this clause, periods of special temporary and/or casual employment shall be deemed to be part of the employee's period of unpaid parental leave or leave without pay taken in conjunction with parental leave as originally agreed to by the parties.
 - (ii) An employee who immediately resumes unpaid parental leave or leave without pay following parental leave following the conclusion of a period of special temporary or casual employment:
 - (1) is entitled, on written notice, to extend their period of unpaid parental leave or leave without pay taken in conjunction with parental leave by the period of time in which they were engaged in special temporary and/or casual employment; and
 - (2) shall give not less than four weeks notice in writing to their Employer of the new date they intend to return to work and so conclude their period of parental leave or leave without pay taken in conjunction with parental leave.
 - (iii) An employee who does not immediately resume their period of unpaid parental leave or leave without pay taken in conjunction with parental leave at the conclusion of a period of special temporary or casual employment cannot preserve the unused portion of leave for use at a later date.

Return to Work on Conclusion of Parental Leave

- (32) (a) (i) An employee shall confirm their intention to conclude their parental leave or leave without pay following parental leave and return to work by notice in writing to their Employer not less than four weeks prior to the expiration of parental leave or leave without pay.
- (ii) An employee who intends to return to work on a modified basis in accordance with subclause (32)(d) of this clause, will advise their Employer of this intention by notice in writing not less than four weeks prior to the expiration of parental leave or leave without pay.
- (b) An employee on return to work following the conclusion of parental leave or leave without pay following 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 an employee was transferred to a safe job or proceeded on leave as provided for in subclauses (24) to (28) of this clause, the employee is entitled to return to the position occupied immediately prior to the transfer or the taking of the leave.
- (d) Right to return to work on a modified basis
- (i) An employee may return on a part time or job share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with Clause 11 – Employment Categories of this Agreement.
- (ii) An employee may return on a modified basis that involves the employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the employee worked immediately before starting parental leave.
- (e) Right to revert
- (i) An employee who has returned on a part time or modified basis in accordance with subclause (32)(d) of this clause may subsequently request the Employer to permit the employee to resume working on the same basis as the employee worked immediately before starting parental leave or full time work at the same classification level.
- (ii) The Employer is to agree to a request to revert made under subclause (32)(e)(i) of this clause unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of the Employer and those grounds would satisfy a reasonable person.
- (iii) An Employer is to give the employee written notice of the Employer's decision on a request to revert under subclause (32)(e)(i) of this clause. If the request is refused, the notice is to set out the reasons for the refusal.
- (iv) An employee who believes their request to revert under subclause (32)(e)(i)

of this clause 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.

Effect of Parental Leave and Partner Leave on the Contract of Employment

- (33) (a) An employee employed for a fixed term contract shall have the same entitlement to parental leave and partner leave, however the period of leave granted shall not extend beyond the term of that contract.
- (b) (i) Absence on unpaid parental leave or unpaid partner leave shall not break the continuity of service of employees.
- (ii) Where an employee takes a period of unpaid parental leave or unpaid partner leave exceeding 14 calendar days in one continuous period, the entire period of such leave shall not be taken into account in calculating the period of service for any purpose under this Agreement. Periods of unpaid leave of 14 days or less shall, however, count for service.
- (c) An employee on parental leave or partner leave may terminate employment at any time during the period of leave by written notice in accordance with Clause 10 – Contract of Employment of this Agreement.
- (d) An Employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or partner leave or absence on parental leave or partner leave but otherwise the rights of the Employer in respect of termination of employment are not affected.

Casual Employees

- (34) (a) To avoid doubt, 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 subclauses (24) to (28) of this clause.
- (b) Nothing in this clause confers a change in the employment status of a casual employee.
- (c) Service performed by an eligible casual employee for a public sector Employer shall count as service for the purposes of determining 12 months continuous service as per subclause (3)(b)(iii) of this clause where:
- (i) the eligible casual employee has become a permanent or fixed term contract employee with the same Employer; and
- (ii) the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than three months.

38. PURCHASED LEAVE - 42/52 SALARY ARRANGEMENT

- (1) (a) At the request of an employee an Employer may agree to an arrangement ("the arrangement") whereby the employee can take a reduced salary spread over 52 weeks of the year and receive the following amounts of purchased leave:

Number of weeks salary spread over 52 weeks	Number of weeks purchased leave
42	10
43	9
44	8
45	7
46	6
47	5
48	4
49	3
50	2
51	1

- (b) 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.
- (c) Purchased leave will not be able to be accrued, from one year to the next, provided that the employee is to be entitled to pay in lieu of the purchased leave not taken.
- (d) Unless otherwise agreed between the employee and the Employer, an employee who enters into an arrangement under this sub clause does so in blocks of 12 months.
- (e) For the purposes of this sub clause and without limiting the meaning of the term, “operational requirements” may include:
 - (i) The availability of suitable leave cover, if required;
 - (ii) The cost implications;
 - (iii) The impact on client/patient service requirements;
 - (iv) The impact on the work of other employees; and
 - (v) The employee’s existing leave liabilities.
- (f) The portion of the employee's salary to be forfeited shall be calculated as a fortnightly amount and their fortnightly salary shall be decreased by that amount for the duration of the arrangement.
- (g) All annual leave taken during the course of the arrangement shall be paid at the reduced rate.
- (h) The additional leave shall continue to accrue while the employee is on leave during the course of the arrangement.
- (i) The reduced salary shall be used for all purposes during the course of the arrangement.

- (j) The additional leave shall not attract leave loading.
- (2) 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.

39. DEFERRED SALARIES SCHEME FOR 12 MONTHS LEAVE

- (1) By written agreement between the Employer and the employee, an employee may enter into a deferred salary scheme over a five year period in which the employee may be paid 80% of their ordinary salary over a four year period, with the unpaid component accrued over the four years, and paid out in equal instalments during the fifth year.
- (2) The fifth year will be treated as continuous service, but will not count as service for the purpose of accruing leave entitlements.
- (3) Access to the leave when it falls due shall not be unreasonably refused by the Employer, but in any case the leave may only be deferred by agreement between the Employer and employee.
- (4) 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.
- (5) By agreement the four year accrual period may be suspended. The employee will revert back to 100% of salary or access leave without pay, provided that except where longer periods of unpaid leave are otherwise prescribed by this Agreement (e.g. Parental Leave), such non participatory periods shall not exceed 6 months. The commencement of the leave year shall be delayed by the length of the non-participatory period.
- (6) Where an employee withdraws from this arrangement in writing, or the employee's contract of employment terminates for any reason, the employee will receive a lump sum equal to the accrued credit. The payment of the lump sum may be deferred for a period of up to 3 months upon the employee's request, provided that where the contract has terminated the payment shall be made in their final pay.
- (7) Any paid leave taken during the first four years of this arrangement shall be paid at 80% of the Employee's ordinary salary.
- (8) 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.

40. BLOOD/PLASMA DONORS LEAVE

- (1) Subject to operational requirements, employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:
 - (a) prior arrangements with the supervisor have been made and at least two (2) days' notice has been provided; or

- (b) the employee is called upon by the Red Cross Blood Centre.
- (2) The notification period shall be waived or reduced where the line manager is satisfied that operations would not be unduly affected by an employee's absence.
- (3) Employees shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- (4) Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

41. EMERGENCY SERVICES LEAVE

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

42. LEAVE FOR TRAINING WITH DEFENCE FORCE RESERVES

- (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.
- (2) Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- (3) Application for leave of absence for defence service shall, in all cases, be accompanied by evidence that the request for leave relates to reserve service or training. At the expiration of the leave of absence granted, the employee shall provide a certificate of attendance to the Employer.
- (4) Paid leave
 - (a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for the purpose of attending a training camp, school, class or course of instruction, subject to the conditions set out hereunder.
 - (b) Part-time employees shall receive the same paid leave entitlement as full time employees but payment shall only be made for those hours that would normally have been worked but for the leave.

- (c) On written application, an employee shall be paid salary in advance when proceeding on such leave.
 - (d) Casual employees are not entitled to paid leave for the purpose of defence service.
- (5) Attendance at a Camp for Annual Continuous Obligatory Training
- (a) An employee is entitled to paid leave for a period not exceeding 76 hours on full pay in any period of twelve months commencing on 1 July in each year.
 - (b) If the Officer in-Charge of a military unit certifies that it is essential for an employee to be at the camp in an advance or rear party, a maximum of 30.4 extra hours leave on full pay shall be granted in the twelve-month period.
- (6) Attendance at One Special School, Class or Course of Instruction
- (a) In addition to the paid leave granted under subclause (5) of this clause, an employee is entitled to a period not exceeding 16 calendar days in any period of twelve months commencing on July 1 in each year, provided the Employer is satisfied that the leave required is for a special purpose and not for a further routine camp.
 - (b) In this circumstance, an employee may elect to utilise annual leave credits. However, if the leave is not taken from annual leave, salary during the period shall be at the rate of the difference between the normal remuneration of the employee and the defence force payments to which the employee is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and special rostered days off is to be excluded and no account is to be taken of the value of any board or lodging provided for the employee.
- (7) Unpaid leave
- (a) Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in subclauses (5) and (6) of this clause shall be unpaid.
 - (b) Casual employees are entitled to unpaid leave for the purpose of defence service.
- (8) Use of other leave
- (a) An employee may elect to use annual or long service leave credits for some or all of their absence on defence service, in which case they will be treated in all respects as if on normal paid leave.
 - (b) The Employer cannot compel an employee to use annual leave or long service leave for the purpose of defence service.

43. CULTURAL/CEREMONIAL LEAVE

- (1) Cultural/ceremonial leave shall be available to all employees.
- (2) Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.

- (3) Employees are entitled to time off without loss of pay for cultural /ceremonial purposes, subject to agreement between the Employer and employee and sufficient leave credits being available.
- (4) The Employer will assess each application for ceremonial /cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- (5) The Employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- (6) Cultural /ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:
 - (a) The employee's annual leave entitlements (where applicable); or
 - (b) Accrued days off or time in lieu.
- (7) Time off without pay may be granted by arrangement between the Employer and the employee for cultural/ceremonial purposes.

44. STUDY LEAVE

- (1) Conditions for Granting Time Off
 - (a) An employee may be granted time off with pay for part-time study purposes at the discretion of the Employer.
 - (b) Part-time employees are entitled to study leave on the same basis as full time employees.
 - (c) Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken.
 - (d) External students, who are obliged to attend educational institutions for compulsory sessions during vacation periods, may be granted time off with pay including travelling time up to the maximum annual amount allowed to an employee in the metropolitan area.
 - (e) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.
 - (f) In every case the approval of time off to attend lectures and tutorials will be subject to
 - (i) convenience of the Health Service;
 - (ii) the course being undertaken on a part-time basis;
 - (iii) Employees undertaking an acceptable formal study load in their own time;
 - (iv) Employees making satisfactory progress with their studies; and
 - (v) the course being relevant to the employee's career in the Health Service and being of value to the Employer.

- (g) A service agreement or bond will not be required.
- (2) Approved Courses.
 - (a) First degree courses at the University of Western Australia, Murdoch University, Curtin University of Technology and Edith Cowan University.
 - (b) First degree or Associate Diploma course at a college of advanced education.
 - (c) Diploma courses at Technical and Further Education (TAFE)
 - (d) Two-year full time Certificate courses at TAFE.
 - (e) Courses recognised by the National Authority for the Accreditation of Translators and Interpreters (NAATI) in a language relevant to the needs of the Employer.
 - (3) Except as outlined in subclause (5) of this clause, employees are not eligible for study assistance if they already possess one of the qualifications specified in subclause (2) of this clause.
 - (4) An employee who has completed a Diploma through TAFE is eligible for study assistance to undertake a degree course. An employee who has completed a two-year full time Certificate through TAFE is eligible for study assistance to undertake a Diploma course or a degree or Associate Diploma course.
 - (5) Assistance towards additional qualification including second or higher degrees may be granted in special cases such as a graduate embarking on a Post-Graduate Diploma or a higher degree in a special area of benefit to the Health Service as well as the employee.
 - (6) An acceptable part time study load should be regarded as not less than five hours per week of formal tuition with at least half of the total formal study commitment being undertaken in the employee's own time, except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.
 - (7) A first degree or Associate Diploma course does not include the continuation of a degree or Associate Diploma towards a higher post graduate qualification.
 - (8) In cases where employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
 - (9) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the employee's normal place of work.
 - (10) An employee shall not be granted more than 5 hours time off with pay per week except in exceptional circumstances where the Employer may decide otherwise.
 - (11) Time off with pay for those who failed a unit or units may be considered for one repeat year only.

- (12) Subject to the provisions of subclause (13) of this clause, the Employer may grant an employee full time study leave with pay to undertake:
- (a) Post graduate degree studies at Australian or overseas tertiary education institutions; or
 - (b) Study tours involving observations and/or investigations; or
 - (c) A combination of postgraduate studies and study tour.
- (13) Applications for full time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:
- (a) The course or a similar course is not available locally.
 - (b) It must be a highly specialised course with direct relevance to the employee's profession.
 - (c) It must be highly relevant to the Employer's corporate strategies and goals.
 - (d) The expertise or specialisation offered by the course of study should not already be available through other employees employed within the Health Service.
 - (e) If the applicant was previously granted study leave, studies must have been successfully completed at that time.
 - (f) A temporary employee may not be granted study leave with pay for any period beyond that employee's approved period of engagement.
- (14) Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.
- (15) Where an outside award is granted and the studies to be undertaken are considered highly desirable by the Employer, financial assistance to the extent of the difference between the employee's normal salary and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria then part or full payment of wages may be approved at the discretion of the Employer.
- (16) The Employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.
- (a) Where recipients are in receipt of a living allowance, this amount should be deducted from the employee's wages for that period.
 - (b) Where the Employer approves full time study leave with pay the actual wage contribution forms part of the Employers approved average staffing level funding allocation. The Employer should bear this in mind if considering temporary relief.
 - (c) Where study leave with pay is approved and the Employer also supports the payment of transit costs and/or an accommodation allowance, approval for the transit and accommodation costs in accordance with prevailing Government policy is required.

- (17) Where employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the Employer together with some local transit and accommodation expenses providing it meets the requirements of subclause (13) of this clause. Each case is to be considered on its merits.
- (18) The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for employees under this Agreement.

45. PROFESSIONAL DEVELOPMENT LEAVE

(1) Basic Entitlement

- (i) All full-time employees are entitled to two days of professional development leave on commencement and a further two days of professional development leave on the completion of each period of 12 months service.
- (ii) Full-time graduate nurses participating in a recognised graduate program are entitled to an additional three days of professional development leave on commencement.
- (iii) Part-time employees are entitled to professional development leave on a pro rata basis.

(2) Remote Area Entitlement

- (i) All employees working in locations between 200km and 400km from the Perth GPO are entitled to one additional day of professional development leave on commencement and a further additional day of professional development leave on the completion of each period of 12 months service.
- (ii) All employees working in locations more than 400km from the Perth GPO are entitled to two additional days of professional development leave on commencement and a further two additional days of professional development leave on the completion of each period of 12 months service.

- (3) Unused portions of professional development leave will accrue from year to year, but will not be paid out on resignation or termination of employment.
- (4) Employees will not receive travel time in addition to professional development leave entitlements.
- (5) The Employer will not unreasonably withhold approval of professional development leave for non-employer provided development opportunities which are directly relevant to the current or emerging professional development needs of employees.
- (6) The Employer will not require an employee to use their professional development leave under this clause for mandatory competencies, delivered by the Employer, including but not limited to Advanced Life Support; Basic Life Support, Manual Handling or Fire and Safety Training which is to be provided in ordinary paid time.
- (7) Where an employee moves during an applicable period of service between locations or employers the prescribed entitlement will be credited on a pro rata basis.

- (8) The Employer will provide to the Federation on a quarterly basis information on the accrual and utilisation of professional development leave in the preceding period. The information provided will be in a form which enables the Federation to establish the patterns of utilisation at both an individual health service level and a whole of health level.
- (9) All other forms of leave will continue to accrue whilst an employee is accessing professional development leave.

46. INTERNATIONAL SPORTING EVENTS LEAVE

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

- (a) it is a recognised international amateur sport of national significance; or
- (b) it is a world or international regional competition; and
- (c) no contribution is made by the sporting organisation towards the normal salary of the employee.

47. WITNESS AND JURY SERVICE

Witness

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

Jury

- (6) An employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the supervisor/manager who shall notify the Employer.
- (7) An employee required to serve on a jury shall be granted by the Employer leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror.
- (8) An employee granted leave of absence on full pay as prescribed in subclause (6) of this clause is not entitled to retain any juror's fees but shall pay all fees received into Consolidated Revenue Fund. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the Employer.

48. LEAVE WITHOUT PAY

The Employer may upon the request of an employee, grant that employee leave without pay for any reason.

PART 7 – ALLOWANCES

49. DISTRICT ALLOWANCE

- (1) The terms of the District Allowance (Government Wages Employees) General Agreement 2010 or any agreement replacing that agreement, which have prospective application on and from 1 July 2010 will apply as if those terms were express terms of this Agreement.
- (2) The employer will back pay the difference between the district allowance payable pursuant to the District Allowance (Government Wages Employees) General Agreement 2010 and the district allowance paid pursuant to the District Allowance (Government Wages Employees) General Agreement 2005. To avoid doubt the difference will be paid to employees with payments pertaining to the periods prior to 1 July 2010 not being subject to absorption as part of the rural gratuities transition arrangements.
- (3) Where an employee is entitled to a rural gratuity pursuant to Clause 59 – Rural Gratuities Transitional Provisions of this Agreement, the rural gratuity payment will be discounted in accordance with Clause 59(2) of this Agreement.

Superseded District Allowance

- (4) This subclause replicates Clause 49 – District Allowance of the Registered Nurses, Midwives and Enrolled Mental Health Nurses – Australian Nursing Federation – WA Health Industrial Agreement 2007 and these provisions are superseded by subclause 49(1).
 - (a) For the purposes of this subclause the following terms will have the following meaning:
 - (i) Dependant in relation to an employee means:
 - (1) a partner; or
 - (2) where there is no partner, a child or any other relative resident within the State who relies on the employee for their main support;who does not receive a district or location allowance of any kind.

- (ii) Partial Dependant in relation to an employee means:
 - (1) a partner; or
 - (2) where there is no partner or a child or any other relative resident within the State who relies on the employee for their main support;

who receives a district or location allowance of any kind less than that applicable to an employee without dependants under any Award, Agreement or other provision regulating the employment of the partial dependant.
- (iii) For the purposes of this clause, the boundaries of the various districts will be as described in paragraphs (b)(i) to (b)(vi) of this subclause and as delineated in subclause (f) of this subclause.

(b) District

(i) **District 1**

The area within a line commencing on coast; then east along latitude 28 to a point north of Tallering Peak; then due south to Tallering Peak; then southeast to Mt Gibson and Burracoppin; then to a point southeast at the junction of latitude 32 and longitude 119; then south along longitude 119 to coast.

(ii) **District 2**

That area within a line commencing on the south coast at longitude 119 then east along the coast to longitude 123; then north along longitude 123 to a point on latitude 30; then west along latitude 30 to the boundary of No. 1 District.

(iii) **District 3**

The area within a line commencing on coast at latitude 26; then along latitude 26 to longitude 123; then south along longitude 123 to the boundary of No. 2 District.

(iv) **District 4**

The area within a line commencing on the coast at latitude 24; then east to the South Australian border; then south to the coast; then along the coast to longitude 123; then north to the intersection of latitude 26; then west along latitude 26 to the coast.

(v) **District 5**

That area of the State situated between the latitude 24 and a line running east from Carnot Bay to the Northern Territory border.

(vi) **District 6**

That area of the State north of a line running east from Carnot Bay to the Northern Territory border.

- (c) An employee will be paid a district allowance at the standard rate prescribed in Column II of paragraph (f) of this subclause, for the district in which the employee's headquarters is located. Provided that where the employee's headquarters is situated in a town or place specified in Column III of paragraph (f) of this subclause, the employee will be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of paragraph (f) of this subclause.
- (d) An employee who has a dependant will be paid double the district allowance prescribed by paragraph (c) of this subclause above for the district, town or place in which the employee's headquarters is located.
- (e) Where an employee has a partial dependant the total district allowance payable to the employee will be the district allowance prescribed by paragraph (c) of this subclause, plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full time capacity under the Award, Agreement or other provision regulating the employment of the partial dependant.
- (f) The weekly rate of district allowance payable to employees pursuant to paragraph (c) of this subclause, will be as follows:

COLUMN I	COLUMN II	COLUMN III	COLUMN IV
DISTRICT	STANDARD RATE	EXCEPTIONS TO STANDARD RATE	RATE
	\$ per week	Town or place	\$ per week
6	89.50	Nil	Nil
5	64.35	Fitzroy Crossing	132.10
		Halls Creek	95.15
		Nullagine	98.40
		Marble Bar	113.70
		Karratha	75.80
		Port Hedland	70.50
4	55.30	Warburton Mission	91.85
		Denham	51.05
		Carnarvon	32.90
		Eucla	85.30
3	52.15	Meekatharra	43.20
		Leonora	60.45
2	48.05	Kalgoorlie	21.50
		Boulder	
		Ravensthorpe	49.00
		Esperance	26.45
1	Nil	Jerramungup	48.05

(Note: In accordance with paragraph (d) of this subclause, employees with dependants will be entitled to double the rate of district allowance shown.)

- (g) When an employee is on approved annual recreation leave, the employee will for the period of such leave, be paid the district allowance to which the employee would ordinarily be entitled.

- (h) When an employee on long service leave or other approved leave with pay (other than annual recreation leave), the employee will only be paid district allowance for the period of such leave if the employee, dependants or partial dependants remain in the district in which the employee's headquarters is situated.
- (i) When an employee leaves his or her district on duty, payment of any district allowance to which the employee would ordinarily be entitled will cease after the expiration of two weeks unless the employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the Employer.
- (j) Except as provided in paragraph (i) of this subclause, a district allowance will be paid to any employee ordinarily entitled thereto in addition to reimbursement of any travelling transfer or relieving expenses or camping allowance.
- (k) Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in paragraph (f) of this subclause, is required to travel or temporarily reside for any period in excess of one month in any district or districts in respect of which such allowance is so payable, the employee will be paid for the whole of such period a district allowance at the appropriate rate pursuant to paragraphs (c), (d) or (e) of this subclause, for the district in which the employee spends the greater period of time.
- (l) When an employee is provided with free board and lodging by the Employer or a public authority the allowance will be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.
- (m) An employee who is employed on a part-time basis will be entitled to district allowance on a pro-rata basis. The allowance will be determined by calculating the hours worked by the employee as a proportion of the full-time hours prescribed by the Agreement under which the employee is employed. That proportion of the appropriate district allowance will be payable to the employee.

50. RELIEVING OR SPECIAL DUTY ALLOWANCE

- (1) An employee who is required to take up duty away from their normal headquarters on relief duty or to perform special duty, and must reside temporarily away from their usual place of residence will be reimbursed in accordance with this clause.
- (2) Where the employee:
 - (a) is supplied with accommodation and meals free of charge; or
 - (b) is accommodated at a government institution, hostel, or similar establishment and supplied with meals,

Reimbursement will be in accordance with the rates prescribed in Column A, items 1 to 3 of Schedule C – Scale of Allowances of this Agreement.
- (3) Where the employee is fully responsible for their own accommodation, meals and incidental expenses and hotel or motel accommodation is utilised:
 - (a) For the first 42 days after arrival at the new locality reimbursement will be in accordance with the rates prescribed in Column A, items 4 to 8 of Schedule C – Scale of Allowances of this Agreement.

- (b) For periods in excess of 42 days after arrival in the new locality reimbursement will be in accordance with the rates prescribed in Column B, items 4 to 8 of Schedule C – Scale of Allowances of this Agreement for employees with dependants and Column C items 4 to 8 of Schedule C – Scale of Allowances of this Agreement for other employees.

Provided that the period of reimbursement under this subclause will not exceed 49 days without the approval of the Employer.

- (4) Where the employee is fully responsible for her or his own accommodation, meals and incidental expenses, and other than hotel or motel accommodation is used, reimbursement will be in accordance with the rates prescribed in Column A, items 9, 10 or 11 of Schedule C – Scale of Allowances of this Agreement.
- (5) Reimbursement of expenses will not be suspended should an employee become ill whilst on relief duty, provided leave for the period of such illness is approved in accordance with this Agreement and the employee continues to incur accommodation meal and incidental expenses.
- (6) Where an employee who is required to relieve or perform special duties is authorised by the Employer to travel to the new locality in the employees own motor vehicle, the employee will be reimbursed for the return journey as follows:
- (a) Where the employee will not be required to maintain a motor vehicle for the performance of the relieving or special duties reimbursement will be on the basis of one half of the appropriate rate prescribed by Clause 53 - Motor Vehicle Allowance of this Agreement. Provided that the maximum amount of reimbursement will not exceed the cost of the fare by public transport which otherwise would be used for the journey.
- (7) The rate applicable to an employee with dependants under subclause (3)(b) of this clause will be paid to an employee without dependants if the Employer is satisfied that the employee has to maintain a home and support dependants in a locality other than that to which they have been sent. The onus of proof rests with the employee in such a case.
- (8) Where it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred, an appropriate rate of reimbursement may be determined by the Employer.
- (9) The provisions of this clause will not operate concurrently with the provisions of Clause 52 - Travelling Allowance of this Agreement. Provided that where an employee is required to travel on official business which involves an overnight stay, away from their temporary place of employment, the Employer may extend the periods in subclause (3) of this clause by the time spent in travelling.
- (10) An employee who is directed to relieve another employee or to perform special duties away from the employees usual place of employment and is not required to reside temporarily away from the employees usual place of residence will, if not in receipt of a higher duties or special allowance for such work, be reimbursed the amount of additional fares paid in travelling by public transport to and from the temporary place of duty.

51. WEEKEND ABSENCES

- (1) Subject to the provisions of subclause (2) of this clause an employee who is temporarily absent from the normal place of work on relieving duty within Australia or travelling on official business within Australia outside a radius of 320 kilometres from the normal place of work will be granted one additional day's leave for every group of three consecutive weekends so absent. Each weekend will be counted as a member of only one group.
- (2) The leave described at subclause (1) of this clause is payable only when the employee:
 - (a) is necessarily absent from their residence and,
 - (b) is actually separated from their family, and
 - (c) is not directed to work on the weekend by the Employer.
- (3) The additional leave at subclause (1) of this clause will be commenced within one month of completion of the period of relief duty or travelling unless the Employer approves otherwise. Annual leave loading provided by this Agreement will not apply to any leave entitlement under this clause.
- (4) An employee who is temporarily absent from their normal place of work on relieving duty or travelling on official business outside a radius of 320 and up to 400 kilometres measured from the normal workplace may elect to have the benefit of concessions provided by subclause (5) of this clause in lieu of those provided at subclause (1) of this clause.
 - (a) In the case of residents of the Perth metropolitan area, Kalgoorlie, Albany and Geraldton will be regarded as being within a radius of 400 kilometres from the normal workplace.
- (5) Subject to the provisions of subclause (6) of this clause, an employee who is temporarily absent from their normal place of work on relieving duty or travelling on official business within a radius of 320 kilometres measured from the place of work, and such relief duty or travel would normally necessitate the employee being absent from their residence for a weekend, will be allowed to return to their residence for the weekend.
- (6) The conditions in subclause (5) of this clause will not apply where:
 - (a) An employee is directed to work on a weekend by the Employer;
 - (b) Travelling to and from the employee's residence is undertaken within the normal hours of duty;
 - (c) An employee's family accompanies them during the period of relief or travelling with the approval of the Employer.
- (7) When an employee is authorised by the Employer to use their own motor vehicle to travel to the locality where the relief duty is being performed or when travelling on official business:
 - (a) The employee will be reimbursed on the basis of one half of the appropriate rate prescribed by Clause 53 – Motor Vehicle Allowances of this Agreement for the journey to their residence for the weekend and the return to the place of relief duty.

- (b) The maximum amount of reimbursement will not exceed the cost of the rail or fare by public transport which otherwise would be used for such journey, and payment will be made only to the owner of the vehicle.
- (8) When an employee has been authorised by the Employer to use a government motor vehicle in connection with the relief duty or travelling on official business, the employee will be allowed to use that vehicle for the purpose of returning to their residence for the weekend.
- (9) An employee who does not use their own motor vehicle or a government motor vehicle as provided by subclauses (7) and (8) of this clause will be reimbursed the cost of the fare by public transport by road or rail for the journey to and from their residence for the weekend.
- (10) An employee who does not return to their residence on the weekend will be paid travelling allowance or relieving allowance as the case may require in accordance with the provisions of Clause 50 – Relieving or Special Duty of this Agreement or Clause 52 – Travelling Allowance of this Agreement.
- (11) An employee who returns to their residence for the weekend will not be entitled to the reimbursement of any expenses allowed by Clause 50 – Relieving or Special Duty of this Agreement or Clause 52 – Travelling Allowance of this Agreement from when the employee returns to their residence to the time of departing from their residence to travel to resume duty at the place away from their residence.
- (12) Whenever an employee is undertaking duty that involves working weekend rosters then the employee’s day off duty will be substituted for “weekend absence” for the purposes of subclauses (1) to (11) of this clause.

52. TRAVELLING ALLOWANCE

- (1) An employee who travels on official business will be reimbursed reasonable expenses in accordance with the provisions of this clause.
- (2) When a trip necessitates an overnight stay away from the employee’s 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) 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 C – Scale of Allowances of this Agreement.
- (3) When a trip necessitates an overnight stay away from the employee’s usual place of work and the employee is fully responsible for their 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 C – Scale of Allowances of this Agreement;

- (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 and 11 of Schedule C – Scale of Allowances of this Agreement.
- (4) To calculate reimbursement under subclauses (2) and (3) of this clause for part of a day, the following formulae will apply:
- (a) If departure from the usual place of work is:
 - (i) before 0800 - 100% of the daily rate.
 - (ii) 0800 or later but prior to 1300 - 90% of the daily rate.
 - (iii) 1300 or later but prior to 1800 - 75% of the daily rate
 - (iv) 1800 or later - 50% of the daily rate.
- (5) If arrival back at the usual place of work is:
- (a) 0800 or later but prior to 1300 - 10% of the daily rate.
 - (b) 1300 or later but prior to 1800 - 25% of the daily rate.
 - (c) 1800 or later but prior to 2300 - 50% of the daily rate.
 - (d) 2300 or later - 100% of the daily rate.
- (6) When an employee travels to a place outside a radius of 50 kilometres measured from the usual place of work and the trip does not involve an overnight stay away from the usual place of work, reimbursement for all meals claimed will be at the rate set out in column A, items 12 or 13 of Schedule C – Scale of Allowances of this Agreement subject to the employees' certification that each meal claimed was actually purchased.
- Provided that when an employee departs from the usual place of work before 0800 and does not arrive back at the usual place of work 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 C – Scale of Allowances of this Agreement.
- (7) When it can be shown to the satisfaction of the Employer by the production of receipts that reimbursement in accordance with Schedule C – Scale of Allowances of this Agreement does not cover the employees reasonable expenses for a whole trip the employee will be reimbursed the excess expenditure.
- (8) In addition to the rates contained in Schedule C – Scale of Allowances of this Agreement 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.
- (9) 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.
- (10) 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 the provisions of this Agreement, and the employee continues to incur accommodation, meal and incidental expenses.

- (11) Reimbursement claims for travelling in excess of fourteen days in one month will not be passed for payment by a certifying officer until the Employer has endorsed the account.
- (12) An employee who is relieving at or temporarily transferred to any place within a radius of 50 kilometres measured from their headquarters will not be reimbursed the cost of midday meals purchased, but an employee travelling on duty within that area which requires their absence from the usual place of work over the usual midday meal period will be paid the rate prescribed by item 17 of Schedule C – Scale of Allowances of this Agreement for each meal necessarily purchased, provided that:
 - (a) such travelling is not a normal feature in the performance of their duties; and
 - (b) such travelling is not within the suburb in which the employee resides; and
 - (c) the total reimbursement under this subclause for any one pay period will not exceed the amount prescribed by item 18 of Schedule C – Scale of Allowances of this Agreement.
- (13) The rates of allowances prescribed in Schedule C – Scale of Allowances of this Agreement will be adjusted in accordance with any movement in the relevant allowances in the Public Service Award 1992.

53. MOTOR VEHICLE ALLOWANCE

- (1) An employee who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, and who does not receive a commuted allowance, will be reimbursed in accordance with the appropriate rates set out in subclause (10) of this clause for journeys travelled on official business and approved by the Employer.
- (2) Subject to subclause (7) of this clause an employee will be reimbursed with the appropriate rates set out in subclause (10) of this clause for the distance travelled from the employee's residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where the employee travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.
- (3) Where an employee, in the course of a journey, travels through two or more separate areas, reimbursement will be at the appropriate rate applicable to each of the areas traversed as set out in this clause.
- (4) Where an employee does not travel in excess of 4000 kilometres in a year an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual distance travelled and 4000 kilometres will be paid to the employee, provided that where the employee has less than twelve months qualifying service in the year then the 4000 kilometre distance will be reduced on a pro rata basis and the allowance calculated accordingly.
- (5) An employee who relieves an employee and who is thereby required to supply a motor vehicle as a term of employment will receive the same benefits as the employee they are relieving in respect of the provisions of this clause.

- (6) An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by the Employer voluntarily consents to use the vehicle will, for journeys travelled on official business approved by the Employer be reimbursed all expenses incurred in accordance with the appropriate rates set out in subclauses (11) and (12) of this clause.
- (7) For the purpose of subclause (6) of this clause an employee will not be entitled to reimbursement for any expenses incurred in respect to the distance between the employee's residence and the usual place of work and the return distance from the usual place of work to residence.
- (8) In the case where employees are required to tow the Employer's caravans on official business, the additional rate will be 7.5 cents per kilometre. When an Employer's trailer is towed on official business the additional rate will be four cents per kilometre.
- (9) The Employer may authorise a commuted amount for reimbursement of costs for motor vehicles or any other conveyance belonging to an employee. The Employer may increase the rates prescribed by this subclause in any case in which it is satisfied that they are inadequate.
- (10) Requirement to supply and maintain a motor car

Area details	Rate (cents) per kilometre		
	Engine displacement (in cubic centimetres)		
	Over 2600 cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan area			
First 4000 kilometres	185.5	127.4	101.0
Over 4000 up to 8000 kms	80.7	58.8	48.9
Over 8000 up to 16000 kms	45.8	35.9	31.5
Over 16000 kms	50.6	38.1	32.4
South-west land division			
First 4000 kilometres	187.4	128.6	102.2
Over 4000 up to 8000 kms	82.2	59.6	49.7
Over 8000 up to 16000 kms	47.1	36.6	32.2
Over 16000 kms	51.9	38.7	33.0
North of 23.5° south latitude			
First 4000 kilometres	203.9	139.4	110.7
Over 4000 up to 8000 kms	89.1	64.3	53.5
Over 8000 up to 16000 kms	50.8	39.3	34.4
Over 16000 kilometres	53.9	40.4	34.5

- (a) Except as provided in subclause (1)(d) of this clause an employee with or without dependants will be paid by the new Employer at the rates prescribed in column A, items 4, 5 or 6 of Schedule C – Scale of Allowances of this Agreement for a period of 14 days after arrival at the employees new locality within Western Australia or Column A, items 7 and 8 of Schedule C – Scale of Allowances for a period of 21 days after arrival at a new headquarters in another State of Australia. Provided that if an employee is required to travel on official business during the said periods, such period will be extended by the time spent in travelling. Under no circumstances, however, will the provisions of this subclause operate concurrently with those of Clause 52 - Travelling Allowance of this Agreement to permit an employee to be paid allowances in respect of both travelling and transfer expenses for the same period.
- (b) Prior to the payment of an allowance specified in subclause (1)(a) of this clause, the employer shall:
- (i) Require the employee to certify that permanent accommodation has not been arranged or is not available from the date of transfer. In the event that permanent accommodation is to be immediately available, no allowance is payable; and
 - (ii) Require the employee to advise the employer that should permanent accommodation be arranged or become available within the prescribed allowance periods, the employee shall refund the pro rata amount of the allowance for that period the occupancy in permanent accommodation takes place prior to the completion of the prescribed allowance periods.
- Provided also that should an occupancy date which falls within the specified allowance periods be notified to the employer prior to the employee's transfer, the payment of a pro rata amount of the allowance should be made in lieu of the full amount.
- (c) If an employee is unable to obtain reasonable accommodation for the transfer of their home within the prescribed period referred to in subclause (1)(a) of this clause and the new Employer is satisfied that all possible steps to secure accommodation have been taken, then the employee will be paid in accordance with the rates prescribed in column B, items 4, 5, 6, 7 or 8 of Schedule C – Scale of Allowances of this Agreement as the case may require until such time as the employee has secured reasonable accommodation. Provided that the period of reimbursement under this subclause will not exceed 77 days without the approval of the new Employer.
- (d) When it can be shown by the production of receipts or other evidence that an allowance payable under this clause would be insufficient to meet reasonable additional costs incurred by the employee on transfer, an appropriate rate of reimbursement will be determined by the new Employer.
- (e) An employee who occupies hospital accommodation will not be entitled to reimbursement under subclauses (1)(a) and (1)(c) of this clause. Provided that where entry into hospital accommodation is delayed through circumstances beyond the employee's control an employee may, subject to the production of receipts, be

reimbursed actual reasonable accommodation and meal expenses for the employee and dependants, if applicable, less a deduction for normal living expenses prescribed in column A, items 15 and 16 of Schedule C – Schedule of Allowances of this Agreement and provided that if any costs are incurred under subclause (1)(g) of this clause, they will be reimbursed.

(f) Where an employee transfers their employment in accordance with the other provisions of this subclause and incurs expenses referred to in subclause (1)(g) of this clause as a result of that transfer, then the employee will be granted a disturbance allowance and will be reimbursed by the new Employer the actual expenditure incurred upon production of receipts or such other evidence as may be required.

(g) The disturbance allowance will include:

(i) cost incurred for telephone installation at the employees new residence provided that the cost of telephone installation will be reimbursed only where a telephone was installed at the employee's former residence including departmental accommodation and provided further, that reimbursement will not apply to an employee's private residence wherein a telephone was not installed prior to the employee's first transfer in accordance with this provision;

(ii) costs incurred with the connection or reconnection of services to the employee's household including departmental accommodation for water, gas or electricity.

(iii) costs incurred with the redirection of mail to the employee's new residence for a period of no more than three months.

(2) Subclauses (2) to (11) (both inclusive) of this clause will apply to an employee who terminates their employment with one Employer bound by this Agreement and commences with another Employer bound by this Agreement provided that the employee complies with the following:

(a) the classification of the new position is higher than the classification of the employee's former position or the classification of the new position is the same or lower than the classification of the employee's former position and the employee is transferred by the Employer; and

(b) the employee commences with the new Employer within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by the Employer from whom the employee resigned, or, if no such payment has been made, within one working week of the day on which the resignation became effective.

(c) The employee will be reimbursed by the new Employer:

(i) The actual reasonable cost of conveyance of the employee and spouse and children under sixteen years of age or other children wholly dependent upon him/her.

(ii) The actual cost (including insurance) of the conveyance of their household furniture effects and appliances up to a maximum volume of 45 cubic

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

- (iii) An allowance of \$556.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport their furniture, effects and appliances provided that the Employer is satisfied that the value of the household furniture effects and appliances moved by the employee is at least \$3,334.00.
- (iv) Reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum of \$180.00.

Pets are defined as dogs, cats, birds or other domestic animals kept by the employee or the employee's dependents for the purpose of household enjoyment. Pets do not include domesticated livestock, native animals or equine animals.

- (3) An employee who terminates solely for their own convenience or is terminated on account of misconduct must bear the whole cost of their removal unless otherwise determined.
- (4) An employee will be reimbursed the full freight charges necessarily incurred in the removal of their motor vehicle. If authorised by the new Employer to travel to a new locality in their own motor vehicle reimbursement will be as follows:
 - (a) Where the employee will be required to maintain a motor vehicle for use on official business at the new headquarters, reimbursement for the distance necessarily travelled shall be on the basis of the appropriate rate prescribed by Clause 53 – Motor Vehicle Allowance of this Agreement.
 - (b) Where the employee will not be required to maintain a motor vehicle for use on official business, reimbursement for the distance necessarily travelled will be on the basis of one half of the appropriate rate prescribed by Clause 53 – Motor Vehicle Allowance of this Agreement.
 - (c) Where an employee and/or dependents have more than one vehicle, and all the vehicles are to be relocated to the new residence, the cost of transporting or driving up to two vehicles shall be deemed to be part of the removal costs.
 - (d) Where only one vehicle is to be relocated to the new residence, the employee may choose to transport a trailer, boat or caravan in lieu of the second vehicle. The employee may be required to show evidence of ownership of the trailer, boat or caravan to be transported.
 - (e) If the employee tows the caravan, trailer or boat to the new residence, the additional rate per kilometre is to be 3.5 cents per kilometre for a caravan or boat and 2 cents per kilometre for a trailer.
- (5) Where practicable, furniture, effects and appliances will be removed by State owned transport. Where it is impracticable to use State owned transport the employee will, before removal is undertaken, obtain quotes from at least two carriers which will be submitted to the new Employer who may authorise the acceptance of the more suitable. Provided that the payment for a volume amount beyond 45 cubic metres is not to occur without the written approval of the new Employer having first been obtained.

- (6) The new Employer may, in lieu of conveyance, authorise payment of an amount not exceeding the maximum prescribed by subclause (2)(c)(ii) of this clause to compensate for loss in any case where an employee with prior approval of the Employer, disposes of their furniture, effects and appliances instead of removing them to the new locality. Provided that such payment will not exceed the sum which would have been paid if such furniture, effects and appliances had been removed by the cheapest available method of transport available and the volume was 45 cubic metres.
- (7) Where an employee occupies departmental or private rental accommodation where furniture is provided and as a consequence is obliged to store their own furniture, the employee will be reimbursed the actual cost of such storage up to a maximum allowance of \$1,034.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage for the value of the furniture stored. An allowance under this subclause will not be paid for a period in excess of four years without the approval of the new Employer.
- Provided that nothing in this subclause will preclude the Employer from reimbursing an employee the actual cost of storage where it exceeds the prescribed maximum allowance, if the Employer considers that cost has been necessarily and reasonably incurred in the circumstances of a particular case.
- (8) Newly appointed employees will be entitled to receive the benefits of this provision if they are required by the Employer to participate in any training course prior to being posted to their respective positions. This entitlement will only be available to employees who have completed the training and who incur costs when moving to the first posting.
- (9) Receipts must be produced for all sums claimed.
- (10) The employer may agree to provide removal assistance greater than specified in this Agreement and if in that event the employee to whom the benefit is granted elects to leave the position, on a permanent basis, within twelve months, the employer may require the employee to repay the additional removal assistance on a pro rata basis. Repayment can be deducted from any monies due to the employee.
- (11) For the purposes of this sub-clause, “elects to leave the position”, means the employee freely chooses to leave the position in the ordinary course of promotion, transfer or resignation and this necessitates the employer obtaining a replacement employee.
- (12) This clause will not apply to employees who resign from one Employer in the metropolitan area and commence with another Employer in the metropolitan area.
- (13) The allowances in this clause will be adjusted in accordance with any movement in the allowances in the Public Service Award 1992.

55. PROPERTY ALLOWANCE

- (1) (a) This clause shall not apply to employees of the Metropolitan Health Services employed at Metropolitan locations.
- (b) The provisions of this clause shall apply to an employee who transfers from a position in one locality to another position in a new locality provided that the:
- (i) classification of the new position is higher than the classification of their former position; or

- (ii) the classification of the new position is the same or lower than the classification of their former position and the employee is changing their employment on account of illness over which the employee has no control or, if the employer initiates the transfer and/or considers the transfer of the employee to be in the interests of the employer; and
 - (iii) the employee commences employment in the new employment with either the same employer or a new employer bound by this Agreement within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by the employer from whom the employee transferred or resigned, or, if no such payment has been made, within one working week of the day on which their resignation or transfer became effective.
- (2) For the purposes of this clause the following expressions shall have the following meanings:
- (a) “Agent” means a person carrying on business as a real estate agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.
 - (b) “Expenses” in relation to an employee means all costs incurred by the employee in the following areas:
 - (i) legal fees in accordance with the Solicitor's Remuneration Order, 1976 as amended and varied, duly paid to a solicitor or in lieu thereof fees charged by a settlement agent for professional costs incurred in respect of the sale or purchase, the maximum fee to be claimed shall be as set out under item 8 of the above order;
 - (ii) disbursements duly paid to a solicitor or a settlement agent necessarily incurred in respect of the sale or purchase of the residence;
 - (iii) Real Estate Agent's Commission in accordance with that fixed by the Real Estate and Business Agents Supervisory Board, acting under Section 61 of the *Real Estate and Business Agents Act 1978*, duly paid to an agent for services rendered in the course of and incidental to the sale of the property, the maximum fee to be claimed shall be fifty percent (50%) as set out under Items 1 or 2 - Sales by Private Treaty or Items 1 or 2 - Sales by Auction of the Maximum Remuneration Notice;
 - (iv) stamp duty
 - (v) fees paid to the Registrar of Titles or to the employee performing duties of a like nature and for the same purpose in another State or Territory of the Commonwealth;
 - (vi) expenses relating to the execution or discharge of a first mortgage;
 - (vii) the amount of expenses reasonably incurred by the employee in advertising the residence for sale.

- (c) “Property” shall mean a residence as defined in this clause including a block of land purchased for the purpose of erecting a residence thereon to the extent that it represents a normal urban block of land for the particular locality.
 - (d) “Residence” includes any accommodation of a kind commonly known as a flat or a home unit that is, or is intended to be, a separate tenement including dwelling house, and the surrounding land, exclusive of any other commercial property, as would represent a normal urban block of land for the particular locality.
 - (e) “Settlement Agent” means a person carrying on business as settlement agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under the law.
- (3) When an employee is transferred from one locality to another, the employee shall be entitled to be paid a property allowance for reimbursement of expenses incurred by the employee -
- (a) In the sale of residence in the employee’s former locality, which, at the date on which the employee received notice of transfer to a new locality:
 - (i) the employee owned and occupied; or
 - (ii) the employee was purchasing under a contract of sale providing for vacant possession; or
 - (iii) the employee was constructing for the employees’ own permanent occupation, on completion of construction; and
 - (b) In the purchase of a residence or land for the purpose of erecting a residence thereon for the employee’s own permanent occupation in the new locality.
- (4) An employee shall be reimbursed such following expenses as are incurred in relation to the sale of a residence:
- (a) If the employee engaged an agent to sell the residence on the employee’s behalf - 50 percent of the amount of the commission paid to the agent in respect of the sale of the residence;
 - (b) If a solicitor was engaged to act for the employee in connection with the sale of the resident - the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor in respect of the sale of the residence;
 - (c) If the land on which the residence is created was subject to a first mortgage and that mortgage was discharged on the sale, then an employee shall, if, in a case where a solicitor acted for the mortgagee in respect of the discharge of the mortgage and the employee is required to pay the amount of professional costs and disbursements necessarily incurred by the mortgagee in respect of the discharge of the mortgage - the amount so paid by the employee;
 - (d) If the employee did not engage an agent to sell the residence on his or her behalf - the amount of the expenses reasonably incurred by the employee in advertising the residence for sale.

- (5) An employee shall be reimbursed such following expenses as are incurred in relation to the purchase of a residence:
- (a) If a solicitor or settlement agent was engaged to act for the employee in connection with the purchase of the resident - the amount of the professional costs and disbursements necessarily incurred are paid to the solicitor or settlement agent in respect of the purchase of the residence;
 - (b) If the employee mortgaged the land on which the residence was erected in conjunction with the purchase of the residence, then an employee shall, if, in a case where a solicitor acted for the mortgagee and the employee is required to pay and has paid the amount of the professional costs and disbursements (including valuation fees but not a procuracy fee payable in connection with the mortgage) necessarily incurred by the mortgagee in respect of the mortgage - the amount so paid by the employee;
 - (c) If the employee did not engage a solicitor or settlement agent to act for the employee in connection with the purchase or such a mortgage - the amount of the expenses reasonably incurred by the employee in connection with the purchase or the mortgage, as the case may be, other than a procuracy fee paid by the employee in connection with the mortgage.
- (6) An employee is not entitled to be paid a property allowance under subclause (5) of this clause unless the employee is entitled to be paid a property allowance under subclause (4) of this clause, provided that the employer may approve the payment of a property allowance under subclause (5) of this clause to an employee who is not entitled to be paid a property allowance under subclause (4) of this clause if the employer is satisfied that it was necessary for the employee to purchase a residence or land for the purpose of erecting a residence thereon in the employee's new locality because of the employee's transfer from the former locality.
- (7) For the purpose of this Agreement it is immaterial that the ownership, sale or purchase is carried out on behalf of an employee who owns solely, jointly or in common with:
- (a) the employee's partner, or
 - (b) a dependant relative, or
 - (c) the employee's partner and a dependant relative.
- (8) Where an employee sells or purchases a residence jointly or in common with another person - not being a person referred to in subclause (7) of this clause the employee shall be paid only the proportion of the expenses for which the employee is responsible.
- (9) An application by an employee for a property allowance shall be accompanied by evidence of the payment by the employee of the expenses, being evidence that is satisfactory to the employer.
- (10) Notwithstanding the foregoing provisions, an employee is not entitled to the payment of a property allowance:
- (a) in respect of a sale or purchase prescribed in subclause (4) and (5), of this clause, which is effected:

- (i) more than twelve months after the date on which the employee took up duty in the new locality; or
- (ii) after the date on which the employee received notification of being transferred back to the former locality;

Provided that the employer may, in exceptional circumstances, grant an extension of time for such period as is deemed reasonable.

- (b) Where the employee is transferred from one locality to another solely at the employee's own request or on account of misconduct.

(11) Where there is a dispute or disagreement concerning:

- (a) the necessity to purchase a residence or land;
- (b) the amount of the disbursements necessarily incurred and duly paid by the employee;
- (c) the amount of expenses reasonably incurred by an employee when;
 - (i) an agent was not engaged to sell the dwelling/house on their behalf; or
 - (ii) a solicitor or settlement agent was not engaged to act on their behalf in connection with the purchase or a mortgage;

it shall be deemed to be a dispute or disagreement and shall be resolved in accordance with Clause 60 - Dispute Resolution Procedure.

56. UNIFORM AND LAUNDRY ALLOWANCE

(1) Where the Employer does not provide a uniform free of charge to the employee, the Employer will reimburse the employee a weekly allowance in accordance with the following table provided the employee conforms to the uniform set by the Employer.

First pay period on or after date of Registration of this Agreement	First pay period on or after 1 July 2011	First pay period on or after 1 July 2012
\$6.88	\$7.16	\$7.48

(2) Where the Employer requires that a uniform is worn, and where the uniforms are not laundered by the hospital, employees will be reimbursed a weekly allowance in accordance with the following table:

First pay period on or after date of Registration of this Agreement	First pay period on or after 1 July 2011	First pay period on or after 1 July 2012
\$2.23	\$2.32	\$2.42

57. DISTANT APPOINTMENTS ALLOWANCE

- (1) The provisions of this clause will apply when an employee is engaged for service at a location within Western Australia that is more than 40 kilometres from that employee's place of residence at the time of appointment. For employees engaged outside of the State the place of residence will be deemed to be Perth.
- (2) The employment of the employee will be deemed to have commenced at the time the employee leaves the place of residence.

The Employer will pay the fares, travelling expenses, and an amount agreed between the Employer and the employee prior to engagement for the cost of transporting the employee's personal effects from the place of residence to the place of employment. The Employer will determine the method of public transport to be utilised by the employee in moving from the place of appointment to the place of employment.

- (3) An employee who is required to supply a vehicle as a condition of employment and elects to drive the vehicle to the work location will be paid an allowance equal to the rate prescribed in clause 53(11) of this Agreement provided that such an allowance will not exceed the cost of transport by public conveyance to the location.
- (4) An employee who is not required to supply a vehicle as a condition of employment and elects to drive their vehicle to the work location will be paid an allowance equal to half that prescribed in clause 53(11) of this Agreement provided that such an allowance will not exceed the cost of transport by public conveyance to the work location.
- (5) An employee who is required to supply a vehicle as a condition of employment and elects to drive the vehicle to the work location shall be paid an allowance equal to the rate prescribed in clause 53(10) of this Agreement. Where the employee does not elect to drive the vehicle the Employer shall pay the full freight costs of transporting the vehicle to the work location.
- (6) If the employee resigns, other than for a reason which in the opinion of the Employer is a good and sufficient reason or is dismissed for misconduct before the completion of three months service the employee will refund to the Employer the cost of the fare prescribed in subclause (2) of this clause.
- (7) Where an employee's employment ceases after three months service or any lesser period for which the employee was appointed, or when the employee has been employed continuously at more than one health care unit without returning to the place of residence for more than three months the employee is entitled to return expenses calculated in accordance with subclause (2) of this clause.

PART 8 - REMOTE AND RURAL CONDITIONS

58. REMOTE AREA EMPLOYEES

- (1) Incidence and Application
 - (a) This Clause shall apply to all remote area nurses employed by health care sites, which are geographically isolated from public health amenities.

- (b) A remote area nurse is a registered nurse employed as the health care provider on a twenty four hour per day basis in a community that is isolated from hospital and medical facilities. Provided that no employee shall be appointed as a remote area nurse until they have gained suitable relevant post registration nursing experience.

(2) Definitions

- (a) Remote areas are defined as places, which are geographically isolated from public amenities, community services, acute hospital facilities and (usually) medical practitioners.
- (b) For the purposes of this Agreement the following health care sites are considered to be located in remote areas:

Group A:

Abrolhos Island
Balgo Hills (Wirrimanu)
Billiluna
Burringurrah
Coonana
Doduan
Gibb River Station
Imintji
Kalumbaru
Kunawarritji (Well 33)
Lombadina
Looma
Marble Bar
Mount Barnett (Kupungarri)
Mount Elizabeth
Mount House
Mulan
Noonkenbah (Yungngora)
Nullagine
One Arm Point (Bardi)
Oombulgurri
Parnngurr (Cotton Creek)
Punmu
Strelley Station
Tjuntjunjarra (Paupiyale Tjarutja)
Warralong
Wangkatjunka
Warmun
Yandeyarra

Group B:

Bremer Bay
Cervantes
Lake Varley

(3) Availability allowance

- (a) The provisions contained in clause 27(4)(a), 27(4)(b), 27(4)(d), and 28(9) to (14) inclusive, of this Agreement shall not apply to remote area nurses.

- (b) When required to be on-call the remote area nurse shall remain within the health care site or provide notice of the employee's whereabouts or contact telephone number displayed at the health care site and/or left on the answering machine.
- (c) In locations where-such a facility is available, the Employer shall provide electronic or other devices by which the remote area nurse can be contacted anywhere within their work environment.
- (d) A remote area nurse shall receive an Availability Allowance of 50% of the "on call" allowance prescribed by clause 28(9) of this Agreement for all hours outside ordinary and overtime hours actually worked.
- (e) Where there is more than one nurse at any one location, the remuneration for availability will be shared equally. The allowance may be extended to other nurses at the site, if it is felt that more than one nurse is required to be available at any one time.

(4) Availability allowance - other remote area nurses

Remote area nurses employed at Bremer Bay and Lake Varley shall be paid an availability allowance of 3% upon their regular rate of wage each week as compensation for the requirement to be available for duty at any time. This, in lieu of the allowance in subclause (3) (d) of this clause, is in addition to being paid overtime when there is a requirement to work outside of ordinary hours.

(5) Overtime

- (a) Remote area nurses shall be paid an annual allowance in lieu of the overtime provisions of Clause 27 - Overtime of this Agreement. Such an allowance shall be calculated on the basis of twenty five percent (25%) of the employee's base salary and paid fortnightly.
- (b) Where the remote area nurse is not employed in a remote area full-time the allowance referred to in subclause (5)(a) of this clause shall be paid on a pro rata basis.

(6) Isolation Leave

- (a) Isolation leave is designed to compensate the remote area nurse for long periods of being continuously on call and shall be used as recreation leave only. A remote area nurse shall not be required to use Isolation Leave for staff development purposes.
- (b) Nurses who work in localities falling within Group A in subclause (2)(b) of this clause shall be entitled to one week's isolation leave after the completion of each twelve weeks in a remote area. Provided that the fourth such week in any year shall be taken in conjunction with a period of annual leave.
- (c) Nurses employed in localities falling within Group B in subclause (2)(b) of this clause shall be entitled to one week's isolation leave after the completion of each 24 weeks in a Group B locality. Provided that the second such week in any year shall be taken in conjunction with a period of annual leave.

- (d) A remote area nurse who commences employment at any other remote area locality within a period of one week shall be entitled to transfer the isolation leave accrued under subclause (6)(b) of this clause to the new locality, provided that a further period of one week's travel between engagements shall be allowed.
- (7) Travel
- (a) For each period of leave, the remote area nurse shall be provided with travel into and out of the remote area to the nearest airport serviced by scheduled passenger service.
 - (b) Travel and relief arrangements shall allow for a minimum handover period of one hour.
- (8) Staff Development
- (a) In lieu of the provisions of Clause 45 - Professional Development Leave of this Agreement remote area nurses shall receive two weeks in-service training additional to the provisions contained in Clause 44 - Study Leave of this Agreement, of which at least one week shall be in a major centre with access to Staff Development Nurses, and/or other staff development resources.
 - (b) For periods of in-service training the Employer shall be responsible for funding travel, accommodation and shall provide a daily allowance according to Schedule C – Scale of Allowances of this Agreement.
 - (c) In-service training shall meet the needs identified through the Performance Management process.
- (9) Nothing in this Agreement prevents an Employer and an employee from agreeing in writing to other benefits in substitution for the entitlements prescribed in this Clause.

59. RURAL GRATUITIES – TRANSITIONAL PROVISIONS

- (1) This Clause applies to employees who were eligible employees as defined by subclause (3)(c) of this clause at the date of registration of this Agreement, providing it does not apply to employees who commence employment in an eligible area after the date of registration of this Agreement.
- (2) (a) Where an employee is entitled to a rural gratuity payment in accordance with this clause it will be reduced by the district allowance increase as defined by subclause (3)(b) of this clause.
- (b) Where an employee is entitled to a rural gratuity payment in accordance with this clause it will be calculated in accordance with the following formula:
- *Rural Gratuity nominally due*
 - *plus the District Allowance payment nominally due pursuant to subclause 49(4)(f)*
 - *minus the District Allowance actually paid as pursuant to Clause 49(1)*
 - *equals the Rural Gratuity actually payable.*

For example in the case of a Level 1.8 RN with applicable service in Kalgoorlie and where the:

- *Rural Gratuity nominally due on 1 July 2011 is \$4,028; and*
 - *District Allowance payment nominally due pursuant to subclause 49(4)(f) is \$1,124; and*
 - *District Allowance actually paid as pursuant to Clause 49(1) is \$2,385*
- the Rural Gratuity actually payable is = \$2,767.*

(3) For the purposes of this clause:

- (a) “continuous service” means any period for which an employee is paid including any period when the employee is absent from their duties on full or part pay, but does not include any cumulative period exceeding nine working days during which the employee is absent on leave without pay, on workers compensation, or on parental leave.
- (b) “district allowance increase” means the District Allowance paid, as per clause 49(1) of this Agreement, during the qualifying period, minus the Superseded District Allowance rate prescribed by clause 49(4)(f) of this Agreement for the same period.
- (c) “eligible employees” means employees employed by the WA Country Health Service on a permanent basis located within Zone 1, Merredin Health Service, Geraldton Health Service, Mid West Health Service as defined in this clause. (Does not include casual employees, agency staff or temporary contract employees, except those temporary contract employees on a 12 month graduate program.)
- (d) Zone 1 encompasses the health services formerly known as the Kimberley Health Service, East Pilbara Health Service, West Pilbara Health Service, Ashburton Health Service, Murchison Health Service, Gascoyne Health Service, Laverton Leonora Health Service and Kalgoorlie Boulder Health Service as contained in Clause 37 – Rural Gratuities of the Nurses (WA Government Health Services) Agreement 2001.

(4) Gratuity Payments will be payable subject to:

- (a) Following the completion of a minimum term of two years’ continuous service with the WA Country Health Service in a Zone 1 locality, eligible employees shall be entitled to a gratuity payment. The initial payment following the two year accrual will be calculated as a percentage of 8 weeks substantive base weekly wage dependent on the location in which the employee served. (See table below).
- (b) Subsequent gratuity payments will be made at the end of each additional year(s) of continuous service completed by the employee. The subsequent payment will be calculated as a percentage of 4 weeks substantive base weekly wage dependent on the location in which the employee served.
- (c) In lieu of the provisions of subclauses (a) and (b) of this clause, the following provisions shall apply to employees engaged within the former Kimberley Health Service as contained in Clause 37 – Rural Gratuities of the Nurses (WA Government Health Services) Agreement 2001:

- (i) Following the completion of a minimum term of one years' continuous service with the health service formerly known as the Kimberley Health Service as contained in Clause 37 – Rural Gratuities of the Nurses (WA Government Health Services) Agreement 2001, eligible employees will be entitled to a gratuity payment. The initial payment following the one year accrual will be calculated as a percentage of three weeks substantive base weekly wage dependent on the location in which the employee served. (See table below)
 - (ii) A second gratuity payment will be made at the end of an additional year of service completed by the employee. The subsequent payment will be calculated as a percentage of 5 weeks substantive base weekly wage dependent on the location in which the employee served.
 - (iii) Subsequent gratuity payments will be made at the end of each additional year(s) of continuous service completed by the employee. The subsequent payment will be calculated as a percentage of 4 weeks substantive base weekly wage dependent on the location in which the employee served.
- (5) The proportion of the gratuity payable depends on which location the eligible employee is employed. The gratuity proportions for locations within Zone 1 are as follows.

Group A	Group B	Group C
No Gratuity	75%	100%
Broome	Carnarvon	Coonana
	Coolgardie	Cue
	Derby	Fitzroy Crossing
	Kalgoorlie	Halls Creek
	Kambalda	Laverton
	Karratha	Leonora
	Kununurra	Marble Bar
	Newman	Meekatharra
	Port Hedland	Menzies
	Tom Price	Mount Magnet
	Exmouth	Onslow
		Paraburdoo
		Roebourne
		Sandstone
		Wickham
		Wyndham

- (6) Eligible employees who permanently move from one location within Zone 1 to another location within Zone 1 and maintain continuity of service, can transfer their accrual, providing they serve at least six months at each location, on each occasion.
- (a) Eligible employees who serve less than six months in a Zone 1 location, who permanently move from one location within Zone 1 to another location within Zone 1 and maintain continuity of service, may only transfer their accrual if they have the written approval from the General Managers of the Health Services concerned.
 - (b) If the percentage of the gratuity differs from one location to the other then a pro-rata calculation will be made and paid accordingly upon the gratuity falling due.

- (7) Eligible employees who are promoted, demoted, or elect to take on a position at a lower level than their initial position, on a permanent basis during a qualifying period, will receive a gratuity that is pro rata to the time spent at each level and paid accordingly upon the gratuity falling due.
- (8) Eligible employees who act in higher duties positions during the life of this Agreement are not eligible for the higher gratuity payment regardless of the length of acting undertaken.
- (9) Part-time employees shall receive a payment that is pro-rata to the average number of hours worked during the qualifying period.
- (10) Casual employees, Temporary employees (except those temporary contract employees on a 12 month graduate program), and Agency Staff are not eligible for payment of a gratuity. Any length of service accrued as a casual employee will not be recognised should that casual employee become a permanent employee.
- (11) The offer of a gratuity payment to new employees as per this clause will cease upon the expiry of this Agreement. Existing employees part way through a qualifying period will only be able to access their next due gratuity payment at the end of that qualifying period, notwithstanding that such qualifying period may be completed subsequent to expiry of this Agreement. The continuance of gratuity payments will be addressed in future Agreements.
- (12) An employee who commences employment with a Zone 1 locality after the expiry of this Agreement shall not be entitled to payment of a gratuity as per the conditions of this Agreement.
- (13) When paying the gratuity the following provisions must be observed:
 - (a) where possible the gratuity will be paid as a lump sum on the first pay day following the completion of each qualifying period. However, for tax purposes, the payment should be averaged (taxed at the marginal rate),
 - (b) gratuity payments will not be cumulative,
 - (c) paid leave is included as part of a qualifying period. The cash equivalent of paid leave will not be included as service for the purpose of this payment,
 - (d) the gratuity does not apply for superannuation purposes,
 - (e) the gratuity is not “all purpose” and should not be included for the calculation of overtime, penalties and leave loading.
 - (f) the increment level, within a classification level, that the employee was receiving at the time the gratuity payment fell due will be used to calculate the base weekly wage.
 - (g) for pro rata calculations following a change in classification level of an employee during a qualifying period, the increment level, within a classification level, that the employee was receiving prior to changing classification level will be used to calculate the base weekly wage for that pro rata period.

- (14) It is acknowledged that a gratuity payment provision has been included in this Agreement as a bona fide attempt to improve the recruitment and retention of registered nurses by the Zone 1 locality. It is agreed that twelve months prior to the expiry of this Agreement a working party will evaluate the success of this initiative in improving recruitment and reducing staff turnover. Any future incentives to be offered will take into account the recommendations of the working party.

Merredin Health Service

- (15) Nurses directly employed by the WA Country Health Service within the health service formerly known as the Merredin Health Service as contained in Clause 38 – Gratuity Payment – Merredin Health Service of the Nurses (WA Government Health Services) Agreement 2001 who complete a period of 18 months of continuous service with the health service formerly known as the Merredin Health Service will be entitled to a gross payment of \$1200 at the completion of each 18 month period of continuous service.
- (16) Part time employees will be paid on a pro rata basis as their hours bear to 38.
- (17) For the purposes of this clause, service shall not be deemed to include periods of leave without pay, unpaid parental leave and other leave in excess of 13.5 weeks per 18 month period.
- (18) The continuation of the incentive payment will be linked to satisfactory performance management outcomes to be reviewed within six months of the expiration of this Agreement.
- (19) No pro rata payment will be made to employees who complete less than eighteen months service.

Geraldton Health Service

- (20) This clause relates to Registered Nurses employed by the WA Country Health Service within the health service formerly known as the Geraldton Health Service's Accident and Emergency, Intensive Nursing, Maternity and Operating Theatre Units as contained in Clause 39 – Gratuity Payment – Geraldton Health Service of the Nurses (WA Government Health Services) Agreement 2001.
- (21) Following the completion of eighteen (18) months continuous service within the health service formerly known as the Geraldton Health Service's Accident and Emergency, Intensive Nursing, Maternity and Operating Theatre Units, the employee is entitled to a payment of \$1200.
- (22) Part time Registered Nurses shall receive a payment that is pro rata to the average number of hours worked during the eighteen (18) month period.
- (23) Casual employees are not eligible for payment.
- (24) Continuous service is defined as any period where an employee is paid including any period when the employee is absent from their duties on full or part pay but does not include any cumulative period exceeding two (2) weeks during which the employee is absent on leave without pay.
- (25) An employee can elect to take the retention payment as a lump sum or over a period of six pay periods.

- (26) Where at the instruction of the employer, the employee works at other locations than in subclause (20) of this clause then this will count as service. However, if the employee opts to work in another location then this period of employment will be excised from the period of continuous service.
- (27) The payment of the retention allowance is only valid for those employees employed during the life of this Agreement.

Mid West Health Service

- (28) This clause relates to Registered Nurses employed by the WA Country Health Service within the health service formerly known as the Midwest Health Service as contained in Clause 40 – Gratuity Payment – Midwest Health Service of the Nurses (WA Government Health Services) Agreement 2001.
- (29) Following the completion of eighteen (18) months continuous service within the health service formerly known as the Midwest Health Service, the employee is entitled to a payment of \$1200.
- (30) Part time Registered Nurses shall receive a payment that is pro rata to the average number of hours worked during the eighteen (18) month period.
- (31) Casual employees are not eligible for payment.
- (32) Continuous service is defined as any period where an employee is paid including any period when the employee is absent from their duties on full or part pay but does not include any cumulative period exceeding two (2) weeks during which the employee is absent on leave without pay.
- (33) An employee can elect to take the retention payment as a lump sum or over a period of six pay periods.
- (34) Where at the instruction of the employer, the employee works at other locations than in subclause (28) of this clause then this will count as service. However, if the employee opts to work in another location then this period of employment will be excised from the period of continuous service.
- (35) The payment of the retention allowance is only valid for those employees employed during the life of this Agreement.

PART 9 - DISPUTE RESOLUTION

60. DISPUTE RESOLUTION PROCEDURE

- (1) Preamble
 - (a) Any grievance, complaint or dispute, or any matter raised by the Federation, Employer or employee(s) about the application of this Agreement, or dispute arising in the workplace shall be settled in accordance with the procedures set out herein.
 - (b) Until the matter is determined, work shall continue normally in accordance with custom and practice existing before the matter arose, unless an employee has a reasonable concern about an imminent risk to their health and safety. No party shall be prejudiced as to the final settlement by the continuance of work.

- (c) Nothing in this Clause limits the right of an employee to be represented by a Federation official, an accredited job representative or another person who is authorised to act on the employee's behalf.

(2) Procedure

- (a) The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days. An employee may be accompanied by a representative.
- (b) If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days. An employee may be accompanied by a representative.
- (c) If the dispute is still not resolved, it may be referred by the employee, or their representative, to the Chief Executive or their nominee.
- (d) Where the dispute cannot be resolved within five (5) working days of the referral of the dispute to the Chief Executive Officer or their nominee, either the Employer or the employee or the Federation may refer the matter to the Western Australian Industrial Relations Commission for conciliation and arbitration as required.
- (e) The period for resolving a dispute may be extended or shortened by agreement between the Employer and the employee and/or the Federation.
- (f) Observance of these procedures shall in no way prejudice the right of any party in a dispute to refer the matter for resolution in the Commission, at any time.

(3) To assist in the resolution of disputes, an employee who is required to attend industrial proceedings may be granted leave of absence without loss of pay to attend Commission proceedings. The granting of leave will be subject to the operating requirements of the Employer.

(4) The Employer may grant paid leave during ordinary working hours to an employee representative to attend a short course conducted by a recognised training provider which is specifically directed towards effective dispute resolution. The granting of leave will be subject to the operating requirements of the Employer.

(5) The specific training course will be agreed between the Employer and the individual employee.

(6) Disciplinary Procedure

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

- (a) In the event that an employee commits a misdemeanour, the employee's immediate supervisor or any other officer so authorised, may exercise the Employer's right to reprimand the employee so that the employee understands the nature and implications of their conduct.

- (b) The first two reprimands shall take the form of warnings, and if given verbally, shall be confirmed in writing as soon as practicable after the giving of the reprimand.
- (c) Should it be necessary, for any reason, to reprimand an employee three times in a period not exceeding twelve months continuous service, the contract of service shall, 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 shall not, in any way, limit the right of the Employer to summarily dismiss an employee for gross misconduct.

PART 10 - MISCELLANEOUS

61. LEAVE TO ATTEND FEDERATION BUSINESS

- (1) The Employer shall 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 Federation nominated representative of the employees is required to attend negotiations and/or conferences between the Federation and Employer;
 - (c) who with prior agreement between the Federation and Employer attends official Federation meetings preliminary to negotiations or industrial hearings;
 - (d) who as a Federation nominated representative of the employees is required to attend joint Federation/management consultative committees or working parties.
- (2) The granting of leave pursuant to subclause (1) of this clause shall 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 Federation business to be conducted or evidence to be given;
 - (c) for those employees whose attendance is essential;
 - (d) when the operation of the Organisation is not being unduly affected and the convenience of the Employer impaired.
- (3) Leave of absence will be granted at the ordinary rate of pay.
- (4) The Employer shall not be liable for any expenses associated with an employee attending to Federation business.
- (5) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.
- (6) An employee shall not be entitled to paid leave to attend Federation business other than as prescribed by this clause.

- (7) The provisions of this clause shall not apply to special arrangements agreed from time to time by the parties, which provide for unpaid leave for employees to conduct Federation business.
- (8) The provisions of this clause shall not apply when an employee is absent from work without the approval of the Employer.

62. TRADE UNION TRAINING LEAVE

- (1) Subject to the provisions of this clause:
 - (a) The Employer shall grant paid leave of absence to employees who are nominated by the Federation to attend short trade union training courses relevant to the employee's employment or the role of the Federation job representative, conducted by and / or on behalf of the Federation.
 - (b) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the Employer and the Federation.
- (2) An employee shall be granted up to a maximum of five days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five days and up to ten days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten days.
- (3) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowance, penalty rates or overtime.
- (4) 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.
- (5) Subject to subclause (3) of this clause, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
- (6) The granting of leave pursuant to the provisions of subclause (1) of this clause is subject to the operation of the Organisation not being unduly affected and to the convenience of the Employer.
- (7) Any application by an employee shall be submitted to the Employer for approval at least four weeks before the commencement of the course, provided that the Employer may agree to a lesser period of notice.
- (8) All applications for leave shall be accompanied by a statement from the Federation indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority which is conducting the course.
- (9) A qualifying period of twelve months in government employment shall be served before an employee is eligible to attend courses or seminars of more than one half-day duration. An Employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than twelve months government service.

- (10) The Employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.
- (11) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

63. NOTICE BOARDS

The Employer will provide a notice board of a reasonable size for the posting of notices, in a place where every employee concerned may conveniently and readily see it.

64. UNION ACCESS TO ORIENTATION PROGRAMS

Where the Employer conducts a group staff orientation program, which may be on or off site, the Federation shall be given at least 14 days notice of the time and place of the orientation program and be invited to the session.

PART 11 - SIGNATORIES

65. SIGNATORIES

Signed
Marshall Warner
Director
Health Industrial Relations Service

8/6/11
Date

Signed and Sealed
Mark Olson
Secretary
Australian Nursing Federation Industrial Union of
Workers Perth

9/6/11
Date

SCHEDULE A – EXCEPTIONAL MATTERS ORDER

PR914193

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.99 notification of industrial dispute

s.120A application for orders of Commission on exceptional matters

Australian Nursing Federation and Others

and

The Honourable Minister for Health and Others

(C2001/1910)

Various employees

Health and welfare services

JUSTICE MUNRO

SENIOR DEPUTY PRESIDENT O'CALLAGHAN

COMMISSIONER O'CONNOR

SYDNEY, 11 FEBRUARY 2002

EXCEPTIONAL MATTERS ORDER

A. Further to the decision issued by the Commission on 17 December 2001 [Print PR912571], and the supplementary decision issued on 11 February 2002 [Print PR914192], the following order is made:

1. TITLE

This Order shall be known as the Nurses (WA Government Health Services) Exceptional Matters Order 2001.

2. PARTIES

The parties to this order are the Minister for Health in the State of Western Australia, (the Minister), the Australian Nursing Federation, (the ANF), and the Employer respondents corresponding to those listed in Appendix 2 of the Nurses (WA Government Health Services) Agreement 2001, (the Employer respondents), as identified in Attachment 1 to this Order.

3. APPLICATION

This Order applies to the employment in Western Australian Government Health Services by the Minister or by the Employer respondents of employees, who are eligible to be members of the ANF and engaged within a classification provided for in clauses 9, 10, 11 and Appendix 1 of the Nurses (WA Government Health Services) Agreement 2001, and to work performed for each such Employer that is work within the scope of the definitions for those classifications in clause 31 of the Nurses (ANF - WA Public Sector) Award 1994, (the Award), being work performed by an employee of the respondent Employers.

4. PERSONS BOUND

This Order is binding upon the parties, and upon the officers and employees of each of the parties and upon employees who are the members of the ANF, or eligible to be members of the ANF.

5. DUTY TO PREVENT SUSTAINED UNREASONABLE WORKLOAD

5.1 Each respondent Employer shall ensure that the work to be performed by an employee to whom this Order applies:

5.1.1 is of a nature that is reasonably consistent with the performance, over the ordinary time hours of a regular periodic roster, of duties and tasks within the employee's classification description at the standard required for observance of the Nurses' Code of Conduct requirement that the nursing care provided or about to be provided to a patient shall be adequate, appropriate, and not adversely affect the rights, health or safety of the patient client; and,

5.1.2 constitutes a workload that is not a sustained manifestly unfair or unreasonable workload having regard to the skills, experience and classification of the employee and the period over which the workload is imposed.

Provided that this clause shall not operate in respect of work that a respondent Employer directs in order to meet emergency or extra-ordinary circumstances of an urgent kind so long as such work is not work regularly added to the employee's weekly or daily roster.

6. DUTY TO ALLOCATE AND ROSTER NURSES IN ACCORDANCE WITH PROCESS CONSISTENT WITH REASONABLE WORKLOAD PRINCIPLES

6.1 The respondent Employers shall, from no later than 1 April 2002, implement in the allocation and rostering of nurses a developed form of the staffing model described as the "nursing hours per patient day model" (NHPPD), the main premises of which are set out in Attachment 2 to this Order.

6.2 Subject to clause 6.3, the premises of the NHPPD model shall be developed to include criteria and benchmarking measures for nursing work in wards or units not covered by a ward category and associated criteria specified in Attachment 2 and in particular for:

6.2.1 intensive care units;

6.2.2 surgical operating theatres;

6.2.3 cardiac/coronary units;

6.2.4 mental health units; and

6.2.5 emergency and accident departments.

6.3 The implementation of the NHPPD model by the respondent Employers shall be undertaken in a way that allows for ongoing development and refinement of the model consistent with overall allocation and rostering outcomes determining nursing staff resources to meet estimated workloads in accordance with the following key principles:

6.3.1 clinical assessment of patient needs;

6.3.2 the demands of the environment such as ward layout;

6.3.3 statutory obligations including workplace safety and health legislation;

6.3.4 the requirements of nurse regulatory legislation and professional standards; and

6.3.5 reasonable workloads.

7. DUTY TO CONSULT, COMMUNICATE AND CONSTRUCTIVELY INTERACT ABOUT HEALTH SERVICE PROVISION TO PATIENTS

7.1 **General duties**

7.1.1 Each respondent Employer and the ANF shall together constitute and participate in a process for consultation and communication at industry level and at hospital level about overall nursing workload issues as an element in the provision of health services to patients.

7.1.2 The ANF shall not unreasonably oppose the best use being made of all available and appropriately skilled staff to bring about the most effective team for the optimal provision of health services to patients at general and ward level, without unnecessary conditions or task demarcations.

7.2 Nursing Workloads Consultative Process Committee

7.2.1 For the purpose of complying at industry level with the duties in clause 7.1, the Minister acting generally for Western Australian Government Health Industry (the WAGHI) respondent Employers shall establish a Nursing Workloads Consultative Process Committee (the NWCP Committee). The founding membership of the NWCP Committee shall be four senior level representatives of the WAGHI respondent Employers, including a chairperson, and two representatives from the ANF; plus a representative each from the Australian Liquor, Hospitality and Miscellaneous Workers Union (the LHMU), and the Health Services Union of Australia (the HSUA), if those organisations elect to nominate a representative for the purposes of representation on the NWCP Committee only in relation to that part of their memberships that deal with nursing and/or nursing care related issues directly. The NWCP Committee may by agreement increase or decrease its membership.

7.2.2 For the duration of this Order, every six months the Minister on behalf of WAGHI Employers shall provide a detailed report to the NWCP Committee in relation to the steps being taken and the evaluation of progress in minimising adverse effects on workloads or patient service capacity in public hospitals. Such reports shall:

7.2.2.1 provide available data about levels and changes in levels of workloads of employees eligible to be members of the ANF, the LHMU or the HSUA;

7.2.2.2 outline measures the Employers have taken to address and/or relieve the workload of the relevant employees, including specific steps taken;

7.2.2.3 provide information as to the progress achieved in implementing these or other similar steps, or to generally relieve or alleviate the workload of these employees, and

7.2.2.4 provide information as to future plans or intentions in relation to proposals to address the question of workloads of these employees.

7.2.3 As far as practicable, the reports made under clause 7.2.2 shall be provided in writing. The first such report shall be provided to each member of the NWCP Committee on 22 March 2002. Reports shall be provided every six months after that date for the duration of this Order.

7.2.4 A meeting of the NWCP Committee shall be held on 29 March 2002 and thereafter meetings shall be held at the discretion of the NWCP Committee timed in broad conformity with the provision of reports.

7.3 HOSPITAL NURSING WORKLOAD CONSULTATIVE COMMITTEES AND AREA NURSING WORKLOAD CONSULTATIVE COMMITTEES

7.3.1 For the purpose of complying at metropolitan hospital level with the duties in clause 7.1, the respective respondent Employer for each metropolitan hospital (as set out in Attachment 3 to this Order) shall establish a Hospital Nursing Workload Consultative

Committee (the HNWC Committee) to have an advisory role in reviewing, assessing and making recommendations to the Executive Nursing Team of each respective metropolitan hospital, on an as needs basis, regarding:

- nursing workloads generally;
- admissions, discharges and patient movements generally, including transfers;
- bed usage and management generally; and
- planning for bed or ward closures during downtimes or other exigencies (including a refusal by the Executive Nursing Team for the hospital to ratify the level of nursing care for a given patient load against nursing professional standards).

In establishing HNWC Committees, the respondent Employer shall allow for the participation of up to 6 ANF representatives on each HNWC Committee and a corresponding number of WAGHI representatives.

7.3.2 For the purposes of complying at regional and rural hospital and health care facility level with the duties in clause 7.1, the respective respondent Employer for each Area Health Authority shall establish an Area Nursing Workload Consultative Committee (the ANWC Committee) to have an advisory role in reviewing, assessing and making recommendations to the Executive Nursing Team of each hospital or health care facility for which each respective Area Health Authority has responsibility, on an as needs basis, regarding:

- nursing workloads generally;
- admissions, discharges and patient movements generally, including transfers;
- bed usage and management generally; and
- planning for bed and ward closures during downtimes or other exigencies (including a refusal by the Executive Nursing Team for the hospital to ratify the level of nursing care for a given patient load against nursing professional standards).

In establishing the ANWC Committees, the Area Health Authority shall allow for the participation of one ANF representative per health care facility for which it has responsibility and a corresponding number of WAGHI representatives.

7.3.3 If there is no Area Health Authority in existence that is responsible for a hospital or health care facility, the respective respondent Employer for each such hospital or health care facility shall establish an appropriate NHWC Committee, with the same membership and role as that detailed in clause 7.3.1 of this Order.

7.3.4 If an Area Health Authority comes into existence and becomes responsible for a hospital or health care facility, the individual HNWC Committee at all of the hospitals or health care facilities for which that Area Health Authority has responsibility, will cease, and an ANWC Committee, with the same membership and role as that detailed in clause 7.3.2 of this Order will be established for that Area Health Authority.

7.4 Each of the consultative processes established under this clause shall operate as far as practicable without formality with a view to reaching a consensus about matters to be considered. By agreement of the relevant Committee, the matters to be considered may also include issues such as patient transfers to or from hospital through liaison with community health services units, the trauma service and the ambulance service, the

refinement of the admissions and discharge policy for a hospital, and measures necessary to bring about the most effective team for the optimal provision of health services to patients at general ward level. Unless otherwise provided by this Order, the processes established under this clause are advisory. A respondent Employer in relation to a particular matter referred to a committee may elect to be bound by any agreement reached at the relevant committee in respect of the matter referred.

8. VISIBILITY OF IMPLEMENTATION OF NHPPD MODEL AT WARD OR UNIT LEVEL

In giving effect to the duty in clause 6, each respondent Employer shall ensure for the duration of this Order that the implementation of the NHPPD model, and any other mechanisms that may be in place to manage the workloads of nurses, shall be made clearly visible to and readily understood by, nurses at the ward or unit level. The precise mechanism for ensuring that this visibility and/or understanding is achieved may vary from site to site, health service to health service, but will result in the NHPPD being applied to identify a work roster that may be clearly understood by nurses at the ward or unit level.

9. MEASURES TO ENCOURAGE RE-ENTRY TO THE NURSING WORKFORCE

For the purpose of giving effect to the duties created by this Order, the parties shall take into account a commitment by the Department of Health of Western Australia and the respondent Employers to continue to provide for the duration of this Order, free re-registration and refresher courses for nurses seeking to re-enter the nursing workforce; and for the Department of Health to continue to co-ordinate statewide recruitment for nurses to enter into these courses. The ANF shall encourage use of such courses.

10. GRIEVANCE PROCEDURE

10.1 Notwithstanding clause 30 of the Award and clause 19 of the Nurses (WA Government Health Services) Agreement 2001, the following grievance procedure shall apply to a workload grievance under this clause.

10.2 A workload grievance is a grievance stated in writing by an employee bound by this Order performing work to which this Order applies, by the ANF, or by a respondent Employer, as a person aggrieved, about the nursing workload that a nurse is required to undertake, on the ground that:

10.2.1 an unreasonable or excessive patient care or nursing task work load is being imposed on the nurse other than occasionally and infrequently;

10.2.2 to perform nursing duty to a professional standard, a nurse is effectively obliged to work unpaid overtime on a regularly recurring basis;

10.2.3 the workload requirement effectively denies any reasonably practicable access to the nurse's quota of time for professional development, within 12 months of the entitlement arising;

10.2.4 within a workplace or roster pattern, no effective consultative mechanism and process is available in respect of the determination of bed closures or patient workload for the available nursing resources in the workplace or roster pattern;

10.2.5 a reasonable complaint to the appropriate hospital authority about capacity to observe professional mandatory patient care standards has not been responded to or acted upon within a reasonable time; or

- 10.2.6** a particular member or set of members of a patient care team are being consistently placed under an unreasonable or unfair burden or lack of adequate professional guidance because of the workload or the staffing skill mix of the team.
- 10.3** Before initiating the formal grievance process under this clause, the person aggrieved shall attempt to resolve with the appropriate and responsible employee, Employer or organisation the matter giving rise to the grounds of the grievance. After such an attempt has failed, or if the attempt is manifestly likely to be unproductive of a resolution of the matter, the person aggrieved shall lodge a statement setting out details of the grievance with the Director of Nursing at the work location, and in the case of an aggrieved employee, with the ANF.
- 10.4** Where the grievance is not resolved within five working days, the Director of Nursing shall inform the Chief Executive Officer (CEO) of the Area Health Authority (or if one has not been established, the CEO or General Manager of the relevant hospital of health service as the case may be) responsible for the work location of the grievance and supply as soon as practicable a statement outlining the grievance and setting out the principal reasons why it has not been or cannot be resolved. Thereupon, the CEO of the Area Health Authority and one person nominated by the ANF, shall form a conciliation committee to attempt to resolve the grievance.
- 10.5** Where the grievance is not resolved within five working days of being brought to the Area Health Authority's CEO, the CEO of the Area Health Authority shall inform the Director General of Health of the grievance and supply as soon as practicable a statement outlining the grievance and setting out the principal reasons why it has not been or cannot be resolved. Thereupon, the Director General of Health or one person nominated by the Director General of Health and one person nominated by the ANF, shall form a conciliation committee to attempt to resolve the grievance.
- 10.6** A grievance shall be resolved where the parties to the grievance reach agreement. Where agreement is reached the parties at the work location shall be informed of the grievance resolution in writing including an implementation timetable and method of implementation.
- 10.7** The implementation of these procedures shall take place without delay and be completed as soon as practicable. The Employer and the ANF shall each as far as practicable avoid action which may exacerbate the dispute or predetermine the outcome of an attempt to resolve the grievance.
- 10.8** A grievance that remains unresolved for a period of more than 15 working days Monday to Friday may be referred by the ANF or a respondent Employer to a Board of Reference.
- 10.9** A Board of Reference under this clause shall be constituted comprising two nominees of the ANF and two nominees of the Employer, and a member of the Australian Industrial Relations Commission as Chairperson.
- 10.10** The function of the Board of Reference shall be to resolve the grievance if practicable, without making a formal determination. If the Board of Reference is:
- 10.10.1** unable to resolve the grievance, but,
- 10.10.2** is satisfied that the ground for the grievance has been established; and
- 10.10.3** is satisfied that a determination on the basis of the grievance is necessary; the Board of Reference may make a determination in conformity with clause 10.11.
- 10.11** Subject to clause 10.10, a Board of Reference may determine:
- 10.11.1** in relation to a grievance under clause 10.2.1, 10.2.5, or 10.2.6, a principle to be applied for determining the workload relevant to the ground of the grievance being a

principle capable of remedying the ground of grievance if applied by the responsible Employer;

- 10.11.2** in relation to a grievance under clause 10.2.2 or 10.2.3, a right for the employee or employees affected to, or a duty on the Employer to grant an entitlement which, if granted or enforced, would remedy in part or whole the ground of the grievance;
- 10.11.3** in relation to a grievance under clause 10.2.4, a process for consultation and reporting upon management decisions about patient workload or bed closures, not being a process inconsistent with clause 7 of this Order, that if introduced, would be appropriate to remedy the ground of the grievance.
- 10.11** In the event of representative members of the Board being equally divided in opinion, the Chairperson will cast his or her vote to give a majority decision.
- 10.12** A determination by the Board shall be binding upon the parties and the parties shall abide by any such determination as though it is a provision of this Order having a term co-extensive with the duration of this Order.

COMMENCEMENT DATE OF ORDER AND PERIOD OF OPERATION

This Order commences on 1 March 2002 and shall expire on 28 February 2004.

BY THE COMMISSION:

JUSTICE P.R. MUNRO

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SCHEDULE B - NHPPD GUIDING PRINCIPLES

Ward Category	NHPPD	Criteria for measuring diversity, complexity and nursing tasks required
ED		<p>ED Nursing Hours per Patient Presentation (NHpPP) Formula</p> <p>(Assessment Time) + (Ongoing Care component x ALOS) + (Observation Ward Occupied Bed Days x 5.75 hours where appropriate)</p>
ICU	31.60	<ul style="list-style-type: none"> • Tertiary designated ICU.
CCU	14.16	<ul style="list-style-type: none"> • Designated stand alone CCU.
HDU	12.00	<ul style="list-style-type: none"> • Designated stand alone HDU • High Dependency Unit @ >6 beds.
A	7.5	<ul style="list-style-type: none"> • High Complexity • High Dependency Unit @ or < 6 beds within a ward • Tertiary Step Down ICU • High Intervention Level • Specialist Unit/Ward Tertiary Level 1:2 staffing • Tertiary Paediatrics • Mental Health (MH) Secure Beds <ul style="list-style-type: none"> ▪ Seclusion used as per <i>Mental Health Act 1996</i> (WA) ▪ High risk of self harm and aggression ▪ Intermittent 1:1 /2 Nursing ▪ Patients frequently on 15 minutely observations
B	6.0	<ul style="list-style-type: none"> • High Complexity • No High Dependency Unit • Tertiary Step Down CCU/ICU • Moderate/High Intervention Level

		<ul style="list-style-type: none"> • Special Unit/Ward including Mental Health Unit • High Patient Turnover⁽¹⁾ > 50% • FHHS Paediatrics⁽²⁾ • Secondary Paediatrics • Tertiary Maternity • MH – High risk of self harm and aggression <ul style="list-style-type: none"> ▪ Patients frequently on 30 minute observations ▪ Occasional 1:1 nursing ▪ Mixture of open and closed beds ▪ Seclusion used as per <i>Mental Health Act 1996</i> (WA)
C	5.75	<ul style="list-style-type: none"> • High Complexity Acute • Care Unit/Ward • Moderate Patient Turnover > 35%, OR • Emergency Patient Admissions > 50% • MH – Moderate risk of self harm and aggression <ul style="list-style-type: none"> • Psychogeriatric Mental Health Unit • Mental Health unit incorporating ECT Facility
D	5.0	<ul style="list-style-type: none"> • Moderate Complexity • Acute Rehabilitation Secondary Level • Acute Unit/Ward • Emergency Patients Admissions > 40% OR • Moderate Patient Turnover > 35% • Secondary Maternity • MH – Medium to low risk of self harm and aggression <ul style="list-style-type: none"> • Mental Health Forensic Patients in open beds

E	4.5	<ul style="list-style-type: none"> • Moderate Complexity • Moderate Patient Turnover > 35% • Sub Acute Unit/Ward • Rural Paediatrics • Rural Maternity
F	4.0	<ul style="list-style-type: none"> • Moderate/Low Complexity • Low Patient Turnover < 35% • Care Awaiting Placement/Age Care • Sub Acute Unit/Ward • MH Slow stream rehabilitation
G	3.0	<ul style="list-style-type: none"> • Ambulatory Care including: • Day Surgery Unit
Renal (T)	3.02	<ul style="list-style-type: none"> • Stand alone Tertiary Renal Unit
Renal (S)	2.18	<ul style="list-style-type: none"> • Stand alone Satellite Renal Unit

SCHEDULE C – SCALE OF ALLOWANCES

Travelling, Relieving or Special Duty, Transfers and/or Removals

Item Particulars	Daily Rate	Daily Rate Officers with dependents relieving allowance for period in excess of 42 days 50(3)(b) Transfer allowance for period in excess of 42 days 54(1)(b)	Daily Rate Officers without dependents relieving allowance for period in excess of 42 days 50(3)(b)
	\$	\$	\$
Allowance to meet incidental expenses			
1. WA – South of 26 ⁰ South Latitude	14.55		
2. WA – North of 26 ⁰ 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 ⁰ South Latitude	208.55	104.30	69.50
6. Locality North of 26 ⁰ 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 ⁰ South Latitude	93.65		
10. WA – North of 26 ⁰ 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 ⁰ South Latitude			
Breakfast	16.30		
Lunch	16.30		
Dinner	46.50		
13. WA – North of 26 ⁰ 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			
17. Rate per meal	6.35		
18. Maximum reimbursement per pay period	31.75		