

**HOSPITAL SALARIED OFFICERS
TAMBELLUP DISTRICT HOSPITAL
ENTERPRISE BARGAINING AGREEMENT 1996**

NO. PSA AG 99 OF 1996

1. - TITLE

This Agreement shall be titled the Hospital Salaried Officers Tambellup District Hospital Enterprise Bargaining Agreement 1996.

2. - ARRANGEMENT

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3. - PURPOSE OF AGREEMENT

- (1) This Agreement aims to achieve improvements in productivity and efficiency and the enhanced performance of Tambellup District Hospital along with allowing the benefits from those improvements to be shared by employees, Tambellup District Hospital and the Government on behalf of the Community.
- (2) This Agreement places priority on the parties at Tambellup District Hospital taking responsibility for their own labour relations affairs and reaching agreement on issues appropriate to Tambellup District Hospital.
- (3) This Agreement is entered into in accordance with the Hospital Salaried Officers - Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.

4. - APPLICATION AND PARTIES BOUND

This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the HSOA's Public Sector Awards employed by the Board of Management of Tambellup District Hospital, (hereinafter referred to as Tambellup District Hospital) subject to the extent to which it employs employees covered by the Hospital Salaried Officers Award No. 39 of 1968, and unless and until otherwise determined by the Full bench in the s.72A matters currently before it.

- (1) The estimated number of employees bound by this Agreement at the time of registration is 0 employees.
- (2) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter referred to as the Award) and shall replace the provisions of that Award where expressly stated herein.

5. - TERM OF AGREEMENT

- (1) This Agreement shall operate from the date of Registration until 31 December 1997, provided that this Agreement, including allowances and salaries, may be varied or replaced prior to its expiry in order to implement any agreement arising out of this Agreement or the Hospital Salaried Officers - Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996.
- (2) The parties to this Agreement agree to re-open negotiations at least six months prior to the expiry of this Agreement.

6. - NO EXTRA CLAIMS

- (1) Subject to the agreed award consolidation and the mandatory core items for the first salary increase as outlined in Clause 13(1) of the Hospital Salaried Officers - Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996, this Agreement is in settlement of Application Number P59/94.
- (2) For the life of this Agreement or any agreement replacing this Agreement, the Hospital Salaried Officers Association shall make no further claims at Industry or Health Service level for productivity improvements which occurred prior to 1 January 1996.

7. - OBJECTIVES, PRINCIPLES AND COMMITMENTS

- (1) The parties agree that the objectives of this Agreement are to:

- (a) improve the productivity and efficiency of Tambellup District Hospital;
 - (b) facilitate greater decentralisation and flexibility in negotiating employment conditions and work arrangements at Tambellup District Hospital;
 - (c) ensure high quality patient services in a safe, healthy and equitable work environment;
 - (d) ensure high quality of employment and jobs; and
 - (e) provide a pathway to providing a wage increase to employees based upon the achievement of improved productivity and efficiency.
- (2) By:
- (a) ensuring that gains achieved through agreed improved productivity and changes in workplace culture are shared by employees, Tambellup District Hospital and its clients and the Government on behalf of the community;
 - (b) ensuring that Tambellup District Hospital operates in a manner consistent with the principles outlined in Section 7 of the Public Sector Management Act;
 - (c) developing and pursuing changes on a co-operative basis; and
 - (d) ensuring that Tambellup District Hospital operates as effectively, efficiently and competitively as possible.
- (3) The Hospital Salaried Officers Association and Tambellup District Hospital, Management and Employees bound by this Agreement are committed to:
- (a) Support and actively contribute to health service continuous quality improvement, including best practice, where best practice:
 - (i) is simply the best way of doing things;
 - (ii) is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to health service issues;
 - (iii) practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues;
 - (iv) is outcome rather than simply activity based;
 - (v) provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used;

- (vi) depends on effective training, empowerment and participation of both management and employees to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process; and
- (vii) are to be based on the following principles:
 - customer/patient focus
 - management commitment
 - employee participation
 - leadership
 - information analysis
 - policies and plans
 - appropriate standards
 - hospital/health service performance
 - cost effectiveness
 - working smarter
- (b) Support the clinical, teaching, research and organisation goals of the health service and contribute to the achievement of those goals as active members of the health service community.
- (c) Support and actively contribute to the achievement and/or maintenance of ACHS Accreditation.
- (d) Actively contribute to the achievement of health service budgets.
- (e) Assist with achieving Health department defined waiting list priorities and day surgery targets.
- (f) Co-operate with the development and implementation of strategies to achieve length of stay targets.
- (g) Participate in a Multidisciplinary approach to patient care.
- (h) The principles of public sector administration, in particular to the principles contained in Sections 7, 8. and 9. of the Public Sector Management Act 1994.

In addition, Tambellup District Hospital is committed to facilitating and encouraging the participation and commitment of employees.

8. - FRAMEWORK AND PRINCIPLES FOR FURTHER PRODUCTIVITY BARGAINING

- (1) (a) Following the receipt of a request from the HSOA to negotiate an amendment to this Agreement with Tambellup District Hospital, a

representative from Tambellup District Hospital will meet with a representative from the HSOA to discuss the request as soon as practicable but in any event within five working days of the receipt of the request.

These discussions should include process issues such as what sort of bargaining mechanism will be established, what consultative process can be used or needs to be put in place, possible initiatives to be considered and the time frame.

Negotiations will be conducted in a manner and time frame agreed by the parties to this Agreement.

- (b) The negotiations should occur on the basis of a broad agenda of initiatives designed to improve efficiency, effectiveness, productivity, patient care and flexibility within Tambellup District Hospital.
- (c) The agenda should include but not be limited to:
 - (i) changes in work organisation, job design and working patterns and arrangements;
 - (ii) examination of terms and conditions of employment to ensure they are suited to Tambellup District Hospital's operational requirements;
 - (iii) identification and implementation of best practice across all areas of service delivery;
 - (iv) (i), (ii) and (iii) can be achieved by means including but not limited to:
 - (aa) new training and skills development programs as and where required;
 - (bb) the optimum use of human and capital resources including new technology;
 - (cc) quality assurance and continuous improvement programs;
 - (dd) having due regard to operational requirements, allowing sufficient flexibility to enable employees to meet their family responsibilities; and
 - (ee) active occupational health and safety risk reduction, training and rehabilitation programs.
- (2) In negotiating further salary increases in return for productivity improvements, the parties should ensure that the following issues have been addressed and/or applied:

(a) **Productivity Improvements**

Productivity improvements are changes which increase the efficiency and effectiveness of Tambellup District Hospital in meeting its agreed and contracted service programs and outcomes. Productivity improvements may be related to work practices or arrangements. They may be things which go to minimise the cost of what is done, to the way things are done, to when they are done, to the quality of what is done or to improve the ability of the provider to meet patient and customer needs. They may or may not require changes from Award conditions.

Without limiting any of the above, in practice, the primary focus of Enterprise Bargaining in the workplace is likely to be on best practice, efficiency, effectiveness, competitiveness, cost savings, and quality of employment.

(b) **Sharing Gains from Productivity Improvement**

The parties accept that there is no precise formula for the sharing of gains from productivity improvements, but in any agreement, in addition to employee benefits, there must be a clear and specific return to Tambellup District Hospital and/or the Government. Productivity improvements may be related to work practices or arrangements, subject to acceptance that where capital expenditure requires changes in work methods and/or the number of employees and the changes are of a nature that enhances the investment, it shall qualify as a productivity improvement, provided that there is a net quantifiable benefit to Tambellup District Hospital.

Any agreement reached should not rely primarily on improvements which are merely the result of new technology or financial reforms or other such initiatives. For example; in the case of capital investment (technology), changes arising from capital expenditure for which Tambellup District Hospital takes the risk and which require a reasonable return on the funds invested, do not necessarily count as a productivity improvement.

The treatment of improved efficiency arising from major capital expenditure is to be agreed by Tambellup District Hospital and the HSOA and shall take into account factors such as the cost of capital.

Where employees repackage or exchange employment conditions, all or most of the saving or productivity improvement made by Tambellup District Hospital can be returned to the employees.

(c) **Identifying Productivity Increases**

To assist in such a review a model for identifying productivity increases is contained in Attachment 5 of the Hospital Salaried Officers - Western

Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996. The model is included as a guide only and it is expected that it will be modified to meet the needs of Tambellup District Hospital as required.

(d) **Quantum and Timing of Increases**

The aggregate productivity gains negotiated at Tambellup District Hospital could result in increases greater than the targeted amount, however there are practical limits on how much can be paid and when the increases can be paid for specific operational improvements.

9. - AWARDS, AGREEMENTS AND WORKPLACE AGREEMENTS

(1) **Relationship Between Agreements and Awards**

Consistent with the Industrial Relations Act 1979 and the State Wage Principles, this Agreement shall provide the whole of the employees' wage increases for the life of the Agreement.

(2) Subject to the Industrial Relations Act 1979 and the State Wage Principles, the parties reserve their rights to seek to amend this Agreement to provide for further salary increases in return for productivity improvements at the Health Service.

(3) **Choice between this Agreement and Workplace Agreements**

(a) The parties accept that Employees will be given an informed and free choice between this Agreement and Workplace Agreements;

(b) To facilitate the making of an informed and free choice:

(i) Employees who are to be offered a choice between this Agreement and a workplace agreement may only be required to indicate their choice after the employee has been offered the position.

(ii) Where an employee has been offered a choice the employee shall have a minimum of seven days in which to decide which alternative to take, provided that where it is necessary to fill a position within a period of less than seven days or where an employer agrees to an employee commencing within a period of less than seven days, the employee shall have up to the date of formal acceptance.

(iii) The employee shall be provided with:

(aa) a copy of an agreed summary of this Agreement; and

- (bb) a copy of a summary of the Workplace Agreement.
- (iv) At the request of an employee, the employee shall be provided with;
 - (aa) access to a copy of this Agreement and the Workplace Agreement;
 - (bb) any other relevant documentation, such as information on salary packaging; and
 - (cc) information on where they can obtain further advice and on how to contact the Union.

For its part, the Union undertakes to advise all employees on the matter of choice whether or not they are members of the Union.

- (c) If agreement on any aspect of this clause is not able to be reached the dispute settlement procedure set out in Clause 12 of this Agreement is to be followed.
- (4) By agreement between the employer and the employee, an employee who has signed a Workplace Agreement prior to the registration of this S.41 Industrial Agreement can revisit the Workplace Agreement in light of this Agreement.
- (5) All staff transferred or redeployed to Tambellup District Hospital from within the Public Sector or within the Government Health Industry may be offered the choice of a Workplace Agreement or this Agreement subject to the discretion of Tambellup District Hospital.
- (6) All promotional positions and new staff recruited by Tambellup District Hospital from outside the Public Sector may be provided with the choice of a Workplace Agreement or S41 Industrial Agreement, subject to the discretion of Tambellup District Hospital.
- (7) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (5) and (6) of this clause, Tambellup District Hospital shall ensure that the decision to only offer a Workplace Agreement is made for legitimate operational reasons. In exercising their discretion to only offer a Workplace Agreement, Tambellup District Hospital is to liaise with the HSOA to ensure it is not done to circumvent the option of choice.

10. - RATES OF PAY AND THEIR ADJUSTMENT

(1) **Targeted Outcome**

It is agreed that:

- (a) The minimum targeted outcome is an increase in salaries of 10% which includes the initial salary increase flowing from this Agreement and any subsequent increases negotiated by Tambellup District Hospital and the HSOA.
- (b) It would be in exceptional circumstances where the targeted outcome would not be achieved.

(2) **Wage Adjustments**

This Agreement shall provide for salary increases as outlined in Clause 22. - Salaries of this Agreement payable as follows:

- (a) A first increase of 5%, payable from 1 January 1996;
- (b) A second increase of 2% from 1 July 1996; and
- (c) A further 3% targeted minimum increase, provided sufficient productivity improvements are negotiated by Tambellup District Hospital and the HSOA and this Agreement is amended to reflect such agreement, payable no earlier than 1st January 1997 unless otherwise agreed at the Health Service Level. This increase is to be negotiated in accordance with the provisions of the Hospital Salaried Officers - Western Australian Government Health Industry Enterprise Bargaining Framework Agreement 1996 and provided in accordance with Clause 8(2) of this Agreement.

(3) **The Minimum Increases**

- (a) The increases outlined above are in addition to the 1st and 2nd Arbitrated Safety Net Adjustments. However, if the third Arbitrated Safety Net Adjustment referred to by the Western Australian Industrial Relations Commission in its December 1994 State Wage Case Decision becomes available during the period of this Agreement, it shall be absorbed into this Agreement to the extent to which this Agreement provides a salary increase in excess of the amount provided by the third Arbitrated Safety Net Adjustment.

- (b) Payment of the increases will be made having regard to:
 - (i) the continued commitment of the parties to the objectives of this Agreement and the implementation of the initiatives and reforms included within it;
 - (ii) whether the reforms agreed have been implemented or whether they are in the process of being implemented;
 - (iii) whether the targets included in an agreement as a measure of increased productivity, efficiency or effectiveness, have been met; and
 - (iv) whether the agreed consolidation and registration of the Hospital Salaried Officers Award is completed by 1 July 1996.

11. - RESOURCES FOR PRODUCTIVITY NEGOTIATIONS

- (1) It is recognised that enterprise bargaining places considerable obligations upon the parties at Tambellup District Hospital.
- (2)
 - (a) To assist in meeting these obligations, Tambellup District Hospital will assist by providing appropriate resources having regard to the operational requirements of Tambellup District Hospital and resource requirements associated with developing amendments to this Agreement aimed at achieving further salary increases in return for productivity improvements;
 - (b) It is accepted that employees of Tambellup District Hospital who are involved in the enterprise bargaining process will be allowed reasonable paid time to fulfil their responsibilities in this process;
 - (c) Access to resources shall be negotiated with Tambellup District Hospital and shall not unreasonably affect the operation of Tambellup District Hospital;
 - (d) Any paid time or resources shall be provided in a manner suitable to both parties and to enable negotiations to occur and to assist in the achievement of agreement.
 - (e) The parties accept that the process of bargaining in good faith includes disclosing relevant information, as appropriate for the purposes of the negotiations and confidentiality and privacy in the negotiation process will be respected at all times.
 - (f) The parties accept that on occasions the nature of certain information may prejudice a party's position or not assist in the resolution of the matter. Subject to the rights of the parties to invoke Clause 12. - Dispute Avoidance and Settlement Procedures of this Agreement, a decision on

whether or not to exchange or divulge information will be a matter for the relevant party to decide, provided that information shall not be unreasonably withheld;

- (g) Where information of a commercial or sensitive nature is exchanged, the parties agree not to use or divulge that information outside of the negotiating forums.
- (3) No officer or employee will be discriminated against as a result of activities conducted in accordance with this clause.

12. - DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURES

- (1) The objective of this Clause is to provide a set of procedures for dealing with any questions disputes or difficulties arising under this Agreement and for dealing with any questions, dispute or difficulty between the parties during negotiations for amendments to this Agreement.
- (2) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty between the parties as to the application of Government policy and the Wage Principles and/or their effect upon this Agreement, the Health Department and/or the Department of Productivity and Labour Relations (DOPLAR) are to provide advice to Tambellup District Hospital in an attempt to resolve the matter.
- (3) Subject to the Public Sector Management Act 1994, in the event of any question, dispute or difficulty arising under this Agreement, the following procedures shall apply, provided that nothing in these procedures shall prevent the Secretary of the HSOA (or his/her nominee) from intervening to assist in the process:
 - (a) The matter is to be discussed between the HSOA employee representative and the employer representative and an attempt made to resolve the matter;
 - (b) If the matter is unable to be resolved through discussions between the HSOA employee representative and the Tambellup District Hospital representative, the matter is to be discussed between the employee representative and the Chief Executive Officer of Tambellup District Hospital or his/her nominee, as soon as practicable but within five working days. Notification of any question, dispute or difficulty may be made verbally and/or in writing;
 - (c) The parties may individually or collectively seek advice from any appropriate organisation or person in an attempt to resolve the matter;
 - (d) If the matter is not resolved within five working days of the date of notification in (b) hereof, either party may notify the Secretary of the HSOA (or his/her nominee), or the Chief Executive Officer of Tambellup District Hospital (or his/her nominee) of the existence of a dispute or disagreement;
 - (e) The Secretary of the HSOA (or his/her nominee) and the Chief Executive Officer of Tambellup District Hospital (or his/her nominee) shall confer on the matters notified by the parties within five working days and:
 - (i) where there is agreement on the matters in dispute the parties shall be advised within two working days;
 - (ii) where there is disagreement on any matter it may be submitted to the Western Australian Industrial Relation Commission.

Provided that with effect from 22 November, 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

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

Provided that with effect from 22 November, 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

13. - HOURS

This clause replaces Clause 13. - Hours of the Hospital Salaried Officers Award No. 39 of 1968.

- (1) (a) The ordinary hours of work shall be an average of thirty eight per week and shall be worked by one of the following arrangements:
- (i) Ordinary hours of work of thirty eight per week;
 - (ii) Flexitime roster covering a settlement period of four weeks;
 - (iii) Actual hours of seventy six over nine days with the tenth day to be taken as a paid rostered day off;
 - (iv) Such other arrangements as are agreed between the employer and employee. Provided that proposed hours of duty where set outside the terms of this Agreement shall be subject to ratification of the WA Industrial Commission.
 - (v) In addition to the above arrangements, where the employee and the employer so agree in writing, shifts of not more than 12 hours may be worked.
- (b) Subject to the following, where the employer and an employee or group of employees agree in writing, shifts of up to 12 hours may be worked provided the average normal hours worked in a shift cycle or settlement period does not exceed 76 per fortnight.
- (i) While recognising that in the course of an averaging process there may be some individual variances, the terms and conditions of the

shift agreement shall on balance be no less favourable than those prescribed by this Agreement;

- (ii) The period of the shift cycle or settlement period over which the arrangement may extend shall be clearly defined;
 - (iii) The arrangement shall allow for a minimum of one clear day off in each 7 days;
 - (iv) The arrangement may allow for additional time off in lieu of penalty rates;
 - (v) The arrangement may allow for salary averaging of regular penalties and allowances including penalties for working on a public holiday;
 - (vi) Any proposed arrangement or agreement which extends beyond these parameters must be referred to the Industrial Relations Commission for ratification.
- (c) Where the employer has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the employer shall notify the employees who may be affected by the proposed changes and the Union as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and union shall occur consistent with the Introduction of Change clause of the Hospital Salaried Officers Award No. 39 of 1968.
- (d) The operation of working arrangements prescribed in paragraph (a) above, shall be consistent with the working arrangements prescribed in this clause.

(2) Ordinary Hours

Subject to the Award clauses other than those expressly replaced by this Agreement, the spread of ordinary hours will be from 6.00am to 6.00pm Monday to Friday inclusive with a meal break of not less than 30 minutes nor more than 60 minutes to be taken between 12.00noon and 2.00pm, provided that an employee may with prior approval of their supervisor be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes.

(3) Other Working Arrangements

- (a) The ordinary hours of duty observed may be varied in accordance with subclause (1)(a)(iv) so as to make provisions for:
 - (i) the attendance of employees for duty on a Saturday, Sunday, or Public Holidays.

- (ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and
- (iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office.

provided that where the hours of duty are so varied an employee shall not be required to work more than five hours continuously without a break unless agreed in writing between the employee and the employer.

- (b) Notwithstanding the above, where it is considered necessary to provide a more economic operation, the employer may authorise the operation of alternative working arrangements in the hospital/health service, or any branch or section thereof.

The continuing operation of any alternative working arrangements, so approved, will depend on the employer being satisfied that the efficient functioning of the hospital/health service is being enhanced by its operation.

Such alternative working arrangements shall be in accordance with subclause (1)(a) and (d).

(4) Flexitime Arrangements

(a) Flexitime Roster

- (i) The authorisation of a flexitime roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexileave.
- (ii) The roster shall cover a settlement period of four weeks and shall be made available to all affected employees no later than three days prior to the settlement period commencing.
- (iii) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the department.
- (iv) Subject to four weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

(b) Hours of Duty

- (i) The ordinary hours of duty may be an average of 7 hours 36 minutes per day which may be worked with flexible commencement and finishing times in accordance with the

provisions of this subclause, provided that the required hours of duty for each four week settlement period shall be 152 hours.

- (ii) For the purpose of leave and Public Holidays, a day shall be credited as 7 hours 36 minutes.

(c) Flexitime Periods

Within the constraints of the prepared roster and subject to the concurrence of the supervisor, employees may select their own starting and finishing times within the following periods:

6.00 am to 9.30 am
 11.00 am to 2.30 pm (Minimum half an hour break)
 3.30 pm to 6.00 pm

(d) Core Periods

Core periods may be set by agreement between the employer and the employee.

(e) Lunch Break

- (i) An employee shall be allowed to extend the meal break between 11 am and 2.30 pm of not less than 30 minutes but not exceeding 60 minutes except as provided below.
- (ii) An employee may be allowed to extend the meal break beyond 60 minutes to a maximum of 90 minutes. Such an extension is subject to prior approval of the employee's supervisor.

(f) Flexileave

- (i) Within the constraints of the prepared roster and subject to the prior approval of the supervisor, an employee may be allowed a maximum of two full days or any combination of half days and full days that does not in total exceed two days in any one settlement period.
- (ii) Approval to take flexileave is subject to the employee having accrued sufficient credit hours to cover the absence prior to taking the leave. In exceptional circumstances and with the approval of the employer, flexileave may be taken before accrual subject to such conditions as the employer may impose.

(g) Settlement Period

- (i) For recording time worked, there shall be a settlement period which shall consist of four weeks.

- (ii) The settlement period shall commence at the beginning of a pay period.
- (iii) The required hours of duty for a settlement period shall be 152 hours.

(h) Credit Hours

- (i) Credit hours in excess of the required 152 hours to a maximum of 7 hours 36 minutes are permitted at the end of each settlement period. Such credit hours shall be carried forward to the next settlement period.
- (ii) Credit hours in excess of 7 hours 36 minutes at the end of a settlement period shall be lost.
- (iii) Credit hours at any point within the settlement period shall not exceed 20 hours.

(i) Debit Hours

- (i) Debit hours below the required 152 hours to a maximum of 4 hours are permitted at the end of each settlement period.

Such debit hours shall be carried forward to the next settlement period.

- (ii) For debit hours in excess of 4 hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in subparagraph (i) of this subclause.
- (iii) Employees having excessive debit hours may be required to work standard working hours in addition to not being paid for the number of hours in excess of the debit hours permitted at the end of each settlement period.

(j) Maximum Daily Working Hours

Subject to subclause (1)(b), a maximum of 10 hours may be worked in any one day.

(k) Study Leave

Where study leave has been approved by the employer, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.

(l) Overtime

- (i) Employees receiving at least one day's prior notice of overtime shall be required to work the ordinary hours of duty determined by the employer under subclause (1) of this clause.
- (ii) Where an employee is required to work overtime at the conclusion of a day with less than one day's notice, and
 - (aa) where the employee has at the commencement of that day 2 hours or more flexitime credits, the employee shall be paid overtime after 5 hours work on that day, or for time worked after 3.30 pm, whichever is the later, or
 - (bb) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime, for time worked after the completion of ordinary hours of duty or after working 7 hours 36 minutes on that day, whichever is the earlier, or
 - (cc) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than 2 hours flexitime credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7 hours 36 minutes, on that day whichever is the earlier.
- (iii) Where an employee is required to work overtime at the beginning of a day with less than one day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (1) of this clause.

(5) Nine Day Fortnight

(a) Hours of Duty

- (i) The employer may authorise the operation of a nine day fortnight where the ordinary hours of duty of 76 hours a fortnight are worked over nine days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 27 minutes.
- (ii) The employer shall determine employees' commencing and finishing times between the spread of 6.00 am and 6.00 pm, in order to ensure that departmental requirements are met on each day.

(b) Lunch Break

A meal break shall be allowed and taken in accordance with the standard provisions of this clause.

(c) Special Rostered Day Off

Each employee shall be allowed one special rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and special rostered days off for each employee.

(d) Leave and Public Holidays.

For the purposes of leave and Public Holidays, a day shall be credited as 8 hours 44 minutes notwithstanding the following:

- (i) When a Public Holiday falls on an employee's special rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
- (ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or special rostered day off.
- (iii) A four week annual leave entitlement is equivalent to 152 hours, the equivalent to eighteen rostered working days of 8 hours 27 minutes, and two special rostered days off.
- (iv) An employee who is sick on a special rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

(e) Overtime

The provisions of the relevant overtime clause, shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (a)(ii) and on an employee's special rostered day off.

(f) Study Leave

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

14. - PART-TIME EMPLOYEES

To be read in conjunction with Clause 34. - Part-time Employees of the Hospital Salaried Officers Award No. 39 of 1968.

- (1) Part-time workers aged 21 years or more shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.
- (2) When a part-time worker as defined by the Hospital Salaried Officers Award No. 39 of 1968, commences employment on or after the 1 July 1996, he/she shall accrue service towards progression onto subsequent salary increments within a salary level, on a pro-rata basis of the number of hours worked to full time hours.
- (3) Provided that relevant prior service and experience shall be taken into account when determining at what increment within a specified salary level a part-time employee is appointed.

15. - MEDICAL IMAGING TECHNOLOGISTS

This provision replaces Clause 12. of the Hospital Salaried Officers Award No. 39 of 1968.

Notwithstanding anything contained elsewhere in this Agreement or in the Hospital Salaried Officers Award No. 39 of 1968, Medical Imaging Technologists who were prior to this Agreement employed on a thirty-five hour and four week annual leave basis shall as a result of the registration of this Agreement, be employed on a thirty-five and a half (35.5) hour week and four week annual leave basis.

16. - PUBLIC HOLIDAYS

This provision replaces subclause 16(1)(a) of the Hospital Salaried Officers Award No. 39 of 1968.

- (1) The following days or the days observed in lieu thereof shall subject as hereinafter provided, be allowed as holidays without deduction of pay, namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.
- (2) With effect from 1 April 1996 employees covered by this Agreement shall not be eligible to receive the two floating holidays otherwise provided for by Operational Instruction 657/95 and Circular to Ministers No. 1 of 1994 issued by the Office of The Premier. Provided that the holiday employees become eligible to receive on 2 January 1996 may be taken in accordance with the above mentioned Circular before 1 January 1997.

17. - LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968 with effect from 1st April 1996.

- (1) An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years of continuous service and an additional thirteen weeks paid long service leave for each subsequent period of ten years of continuous service completed by the employee.
- (2) Notwithstanding subclause (1), an employee in employment with an employer respondent to the Hospital Salaried Officers Award N0. 39 of 1968 at the time of the inception of this agreement shall retain the proportion of long service leave accrued at the rate provided by the Award at that time and accrue the balance at the ten year rate.
- (3) Upon application by an employee, the employer may (subject to subclause (4) of this Agreement), approve of the taking by the employee:-
 - (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
 - (b) of half the period of long service leave on double pay, in lieu of the period of long service leave entitlement on full pay; or
 - (c) of any portion of his/her long service leave entitlement on full pay or double such period on half pay; or half such period on double pay
 - (d) 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 a lesser period of long service leave calculated by converting the part time service to equivalent full time service.
- (4) Long service leave may be taken in weekly multiples on full, half or compacted pay provided that where an employees remaining portion of accrued untaken leave entitlement is less than a week such portion may be taken.
- (5) Any holiday occurring during the period in which an employee is on long service leave will be treated as part of the long service leave, and extra days in lieu thereof shall not be granted.
- (6) Long service leave shall be taken as it falls due at the convenience of the employer but within three years next after becoming entitled thereto: Provided that the employer may approve the accumulation of long service leave not exceeding twenty six weeks.
- (7) (a) An employee who;

- i) at or before the 1st April 1996 was employed by Tambellup District Hospital, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
- ii) commenced employment with Tambellup District Hospital after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

may, by agreement with the employer, take pro-rata long service leave provided that the employee has completed at least three years continuous service with Tambellup District Hospital immediately prior to taking this leave.

- (b) An employee who resigns from their employment with Tambellup District Hospital and who;

- i) at or before the 1st April 1996 was employed by Tambellup District Hospital, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
- ii) commenced employment with Tambellup District Hospital after the 1st April 1996, and has completed at least 15 years continuous service within the Western Australian Public Sector Health Industry;

shall, in addition to any accrued long service leave be paid pro-rata long service leave, provided that the employee has completed at least three years continuous service with Tambellup District Hospital immediately prior to his/her resignation.

- (8) For the purposes of subclause (7), the Western Australian Public Sector Health Industry shall mean the Minister for Health, the Commissioner of Health and all Public Sector Hospitals, Health Services and Agencies constituted under the Hospitals and Health Services Act 1927.
- (9) Where an Employee has been redeployed at the direction of a Western Australian Public Sector Employer, 3 years continuous service for the purposes of subclauses (7) of this Clause shall be calculated including the service with such previous employer or employers.
- (10) An employee who resigns having not qualified to be paid pro-rata long service leave in accordance with subclause (8) shall, subject to subclause (12), be entitled to payment for accrued long service leave only.

- (11) An employee who is dismissed, shall not be entitled to long service leave or payment for long service leave other than leave that had accrued to the employee prior to the date of the offence for which the employee is dismissed provided that an employee who is dismissed through no fault of his/her own and who having completed at least 15 years continuous service, calculated in accordance with the provisions of this Clause, and having completed at least three years continuous service, calculated in accordance with the provisions of this Clause, with Tambellup District Hospital immediately prior to dismissal shall, in addition to any accrued long service leave be paid pro-rata long service leave.
- (12) A lump sum payment for long service leave accrued in accordance with this clause and for pro-rata long service leave shall be made in the following cases:-
 - (a) To an employee who retires at or over the age of fifty-five years or who has retired on the grounds of ill health, provided that no payment shall be made for pro-rata long service leave unless the employee has completed not less than twelve months' continuous service.
 - (b) To an employee who has retired for any other cause: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than three years' continuous service before the date of his/her retirement.
 - (c) To the widow or widower of an employee or such other person as may be approved by the employer in the event of the death of an employee: Provided that no payment shall be made for pro-rata long service leave unless the employee had completed not less than twelve months' continuous service prior to the date of his/her death.
- (13) A calculation of the amount due for long service leave accrued and for pro-rata long service leave shall be made at the rate of salary of an employee at the date of retirement, resignation or death, whichever applies and no such payment shall exceed the equivalent of twelve months' salary.
- (14) Long service leave accrued prior to the issue of the Hospital Salaried Officers Award No. 39 of 1968 shall remain to the credit of each employee.
- (15) Subject to the provisions of subclauses (6), (10), (11), (12) and (16) of this clause, the service of an employee shall not be deemed to have been broken:-
 - (a) by resignation, where he/she resigned from the employment of an employer a party to the Award and commenced with another employer a party to the Award within one working week of the expiration of any period for which payment in lieu of annual leave or holidays has been made by an employer party to the Award from whom he/she resigned or, if no such payment has been made, within one working week of the day on which his/her resignation became effective;

- (b) if his/her employment was ended by his/her employer who is party to the Award, for any reason other than misconduct or unsatisfactory service but only if -
- (i) the employee resumed employment with an employer party to the Award not later than six months from the day on which his/her employment ended; and
 - (ii) payment pursuant to subclause (11) of this clause has not been made; or
- (c) by any absence approved by the employer as leave whether with or without pay.
- (16) The expression "continuous service" in this clause includes any period during which an employee is absent on full pay or part pay, from his/her duties with any employer party to the Award, but does not include -
- (a) any cumulative period exceeding two weeks in any one anniversary year during which the employee is absent on leave without pay;
 - (b) Any service of the employee who resigns or is dismissed, other than service prior to such resignation or to the date of any offence in respect of which the employee is dismissed when such prior service has actually entitled the employee to long service leave, including pro-rata long service leave, under this clause.
- (17) Portability
- (a) Where an employee was, immediately prior to being employed by Tambellup District Hospital, employed in the service of:
 - The Commonwealth of Australia, or
 - Any other State Government of Australia, or
 - Any Western Australian State public sector or state government employer,

and the period between the date when the employee ceased previous employment and the date of commencing employment by a respondent to this Agreement does not exceed one week, that employee shall be entitled to long service leave determined in the following manner:

- (i) the pro rata portion of long service leave to which the employee would have been entitled up to the date of appointment under the Public Sector Management Act, shall be calculated in accordance with the provisions that applied to the previous employment referred to, but in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the employee may become entitled under this clause; and
 - (ii) the balance of the long service leave entitlement of the employee shall be calculated upon appointment by a respondent to this Agreement in accordance with the provisions of this clause.
- (b) Nothing in this clause confers or shall be deemed to confer on any employee previously employed by the Commonwealth or by any other State of Australia any entitlement to a complete period of long service leave that accrued in the employee's favour prior to the date on which the employee commenced with Tambellup District Hospital.
- (18) At the request of the employee and with the agreement of the employer, an employee faced with pressing personal needs, may be paid in lieu of taking a portion of long service leave.

18. - SICK LEAVE

This provision replaces subclause (7) of Clause 18. - Sick Leave of the Hospital Salaried Officers Award No. 39 of 1968.

The basis for the cumulative accrual of sick leave shall be:-

		Leave On Full Pay Working Days
(a)	On date of employment of the employee	5
(b)	On completion by the employee of six months' service	5
(c)	On completion by the employee of twelve months' service	10
(d)	On completion of each additional twelve months' service by the employee	10

Provided that where an employee has accrued sick leave on half days pay prior to the date upon which this Agreement comes into effect those accrued half days shall be converted to the equivalent of full days sick leave and shall remain to the employee's credit until such time as they may be taken.

19. - FAMILY, BEREAVEMENT AND PERSONAL LEAVE

This clause replaces Clause 17. - Short Leave of the Hospital Salaried Officers Award No. 39 of 1968.

(1) Family Leave

- (a) In this subclause "family member" means the employee's spouse, defacto spouse, child, step child, parent, step parent. This entitlement will also apply to another person who lives with the employee as a member of the employee's family.
- (b) The employee is entitled to use up to 38 hours of his/her personal accrued sick leave to care for an ill family member each year, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year. Subject to subclause (e), all family leave taken is deducted from the employee's sick leave entitlement.
- (c) Family leave is not cumulative from year to year.
- (d) Medical certificate requirements are as per those for Sick Leave under the Award.

- (e) Where an employee has insufficient accrued sick leave, by mutual agreement, up to five days of annual leave may be used for the purpose of family leave.

(2) Bereavement Leave

- (a) An employee shall on the death of:
 - (i) the spouse of the employee;
 - (ii) the child or step-child of the employee;
 - (iii) the parent or step-parent of the employee;
 - (iv) the brother, sister, step brother or step sister; or
 - (v) any other person, who immediately before that person's death, lived with the employee as a member of the employee's family,

be eligible for up to two (2) days 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.

- (b) The 2 days need not be consecutive.
- (c) Bereavement leave is not to be taken during any other period of leave.
- (d) An employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:
 - (i) the death that is the subject of the leave sought; and
 - (ii) the relationship of the employee to the deceased person.
- (e) An employee requiring more than two days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employees 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.

(3) Special Personal Leave

- (a) Without Pay

The employer may upon the request of an employee, grant that employee special leave without pay for any special or personal reason.

(b) Use of Annual Leave

The employer may, upon the request of an employee and with sufficient cause being shown, which may in the circumstances be with little notice, grant that employee single days of annual leave for pressing personal emergencies.

20. - ALLOWANCES

- (1) Where an employee subject to this Agreement is paid an allowance as provided under the Hospital Salaried Officers Award No. 39 of 1968, which is calculated as a percentage of a salary rate prescribed by that Award, the allowance shall for the life of this Agreement, now be calculated using the salary rates as prescribed at Clause 22. - Salaries of this Agreement.

21. - OVERPAYMENTS

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

(2) One-off Overpayments

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

(3) Cumulative Overpayments

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

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

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

22. - SALARIES

This clause replaces Schedule A - Minimum Salaries of the Hospital Salaried Officers Award No. 39 of 1968.

- (1) Subject to the provision of Clause 9. - Salaries of the Award and to the provisions of this Clause the minimum annual salaries for employees bound by this Agreement are set in this Clause and shall apply from 1 January 1996 until the expiry of this Agreement.
- (2) Minimum Salaries are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10. of the Framework Agreement.

LEVELS	Award Rate	Award Rate + 2 ASNA of \$835 p.a.	Award Rate + 2 ASNA + 5% EB effective 1 Jan 1996	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 1				
under 17 years of age	10,452	10,881	11,425	11,654
17 years of age	12,206	12,707	13,342	13,609
18 years of age	14,248	14,833	15,574	15,886
19 years of age	16,491	17,168	18,026	18,387
20 years of age	18,520	19,280	20,244	20,649
1st year of full-time equivalent adult service	20,343	21,178	22,237	22,682
2nd year of full-time equivalent adult service	20,997	21,832	22,924	23,382
3rd year of full-time equivalent adult service	21,647	22,482	23,606	24,078
4th year of full-time equivalent adult service	22,295	23,130	24,287	24,772
LEVEL 2				
	22,946	23,781	24,970	25,469
	23,597	24,432	25,654	26,167
	24,346	25,181	26,440	26,969
	24,864	25,699	26,984	27,524
	25,629	26,464	27,787	28,343
LEVEL 3				
	26,533	27,368	28,736	29,311
	27,236	28,071	29,475	30,064
	27,975	28,810	30,251	30,856
	29,154	29,989	31,488	32,118
LEVEL 4				
	29,771	30,606	32,136	32,779
	30,696	31,531	33,108	33,770
	31,647	32,482	34,106	34,788
	32,998	33,833	35,525	36,235
LEVEL 5				
	33,702	34,537	36,264	36,989
	34,669	35,504	37,279	38,025
	35,664	36,499	38,324	39,090
	36,688	37,523	39,399	40,187
LEVEL 6				
	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
	42,204	43,039	45,191	46,095

LEVEL 7	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
	46,188	47,023	49,374	50,362

LEVEL 8	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

- (a) An employee, who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.
- (b) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of \$1000 per annum.

For the purposes of this subclause 'Medical Typist' and 'Medical Secretary' shall mean those workers classified on a classification equivalent to Level 1,2, or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or Doctor's notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

- (3) Salaries. - Specified Callings and Other Professionals are as follows provided that the effective dates of the Enterprise Bargaining (EB) increases are subject to the provisions of Clause 10 of the Framework Agreement.
 - (a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the union and the employers, and who are employed in the callings of Architect, Audiologist, Bio Engineer, Chemist, Dietitian, Engineer, Medical Scientist, Librarian, Occupational Therapist, Physiotherapist, Physicist, Pharmacist, Clinical Psychologist, Psychologist, Research Officer, Scientific Officer, Social Worker, Speech Pathologist, Podiatrist, Medical Imaging Technologist, Nuclear Medicine Technologist, Radiation Therapist, Orthotist, or any other professional calling as agreed between the Union and employers, shall be entitled to Annual Salaries as follows:

LEVELS	Award Rate	Award Rate + 2 ASNA of \$835 p.a.	Award Rate + 2 ASNA + 5% effective 1 Jan 1996	Award Rate + 2 ASNA + 5% + 2% effective 1 July 1996
	Salary P/Annum	Salary P/Annum	Salary P/Annum	Salary P/Annum
LEVEL 3/5	26,533	27,368	28,736	29,311
	27,975	28,810	30,251	30,856
	29,771	30,606	32,136	32,779
	31,647	32,482	34,106	34,788
	34,669	35,504	37,279	38,025
	36,688	37,523	39,399	40,187
LEVEL 6	38,660	39,495	41,470	42,299
	40,124	40,959	43,007	43,867
	42,204	43,039	45,191	46,095
LEVEL 7	43,317	44,152	46,360	47,287
	44,727	45,562	47,840	48,797
	46,188	47,023	49,374	50,362
LEVEL 8	48,323	49,158	51,616	52,648
	50,073	50,908	53,453	54,522
LEVEL 9	52,721	53,556	56,234	57,358
	54,563	55,398	58,168	59,331
LEVEL 10	56,580	57,415	60,286	61,491
	59,824	60,659	63,692	64,966
LEVEL 11	62,415	63,250	66,413	67,741
	65,050	65,885	69,179	70,563
LEVEL 12	68,663	69,498	72,973	74,432
	71,104	71,939	75,536	77,047
	73,888	74,723	78,459	80,028
CLASS 1	78,098	78,933	82,880	84,537
CLASS 2	82,308	83,143	87,300	89,046
CLASS 3	86,516	87,351	91,719	93,553
CLASS 4	90,726	91,561	96,139	98,062

(b) Subject to paragraph (d) of this sub clause, on appointment or promotion to the Level 3/5 under this sub clause:

- (i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment;
- (ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment;
- (iii) Employees, who have completed an approved Masters or PhD Degree relevant to their calling shall commence on the third year increment;

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

- (c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this sub clause and shall maintain a manual setting out such qualifications.
 - (d) The employer in allocating levels pursuant to paragraph (b) of this sub clause may determine a commencing salary above Level 3/5 for a particular calling/s.
- (4) The following conditions shall apply to employees in the callings detailed below:

Engineers -

Employees employed in the calling of Engineer and who are classified Level 3/5 under this Agreement shall be paid a minimum salary at the rate prescribed for the maximum of Level 3/5 where the employee is an “experienced engineer” as defined.

For the purposes of this paragraph “experienced engineer” shall mean:

- (a) An engineer appointed to perform professional engineering duties and who is a Corporate Member of The Institution of Engineers, Australia, or who attains that status during service.
- (b) An engineer appointed to perform professional duties who is not a Corporate Member of the Institution of Engineers, Australia but who possesses a degree or diploma from a University, College, or Institution acceptable to the employer on the recommendation of the Institution of Engineers, Australia, and who -
 - (i) having graduated in a four or five academic year course at a University or Institution recognised by the employer, has had four years experience on professional engineering

duties acceptable to the employer since becoming a qualified engineer, or

- (ii) not having a University degree but possessing a diploma recognised by the employer, has had five year's experience on professional engineering duties, recognised by the employer since becoming a qualified engineer.
- (5) The rates of pay in this Agreement include the first \$8.00 per week arbitrated safety net adjustment payable under the December, 1994 State Wage Decision. This first \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase as a result of agreements reached at enterprise level since 1 November, 1991. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

- (6) The rates of pay in this Agreement include the second \$8.00 per week arbitrated safety net adjustment payable under the December 1994 State Wage Decision. This second \$8.00 per week arbitrated safety net adjustment may be offset to the extent of any wage increase payable since 1 November, 1991, pursuant to enterprise agreements in so far as that wage increase has not previously been used to offset an arbitrated safety net adjustment. Increases made under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from Enterprise Agreements, are not to be used to offset arbitrated safety net adjustments.
- (7) The first and second arbitrated safety net increases have, for the purposes of this agreement been offered against past productivity improvements.

23. - RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration, that being the _____ day of _____ 1996.

Michael Hartland

(Signed by M. Hartland)
(Signature)

29/3/96
(Date)

President, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Daniel P Hill

(Signed by D. Hill)
(Signature)

29/3/96
(Date)

Secretary, for and on behalf of the Hospital Salaried Officers Association of Western Australia (Union of Workers)

Eric Dillon

(Signed by E. Dillon)
(Signature)

29/3/96
(Date)

A/Co-ordinator, Industrial Relations, HDWA, for and on behalf of the Board of Management or the Hon. Minister for Health as the Board of Management of Tambellup District Hospital.

ATTACHMENT 1 - MODEL FOR IDENTIFYING PRODUCTIVITY INCREASES

The following model is to be used as a guide only and it is expected that it will be modified to meet the needs of Tambellup District Hospital as required.

A Model for Identifying Productivity Increases

The primary focus of Enterprise Bargaining in the workplace will be on best practice, efficiency, effectiveness, competitiveness and cost saving.

Employees to focus on the following areas:

- **Productivity Improvements which can be made:** Identification of all possibilities for improving productivity through looking at possible changes in what work is done, how the work is done, who does the work, who could better do the work, when the work is done, whether the work should be done (ie. whether a particular task can be performed less often and still achieve a satisfactory output) possibilities for multi-skilling and opportunities to reduce costs (including financial costs) and reduce waste.
- **Barriers to Productivity Improvements:** Identification of any significant barriers to improving productivity, such as, need for training, need for equipment, problems with computer programs, demarcation problems and arguments about who should do what, award constraints, information or guidelines problems, problems in regard to supervision, whether too much or not enough, or of poor quality, opportunities and barriers to self management, physical barriers such as the location of various functions which interact with each other and barriers to communication.

Employers, in consultation with their Employees, to focus on all of the above plus macro issues impacting on productivity:

- **Structural Matters:** Management may need to look at the structures within which the work is done and how they can be improved upon.
- **Management Style:** Management style and its appropriateness may need to be examined at both an organisational and departmental level.
- **Best Practice, Benchmarking, Continuous Improvement and New Opportunities:** Initiatives in these areas will in general need to be initiated by management. This is an important area given that one of its outcomes should be improved competitiveness.

Where barriers to competitiveness beyond the control of the employer/health service are identified, these should be drawn to the attention of the Health Department so that they can be addressed on an industry basis.

- **Culture and Environment:** Management culture and organisational culture may need to be examined in light of the overall direction of health management and

where appropriate programs and training be introduced to address any identified problems.

Quality of Employment - Issues to be Examined by Both Employees and Employers:

This area does not necessarily impact on productivity, as such, but may have a positive impact financially and/or an improvement in the non-wage rewards of employment and is therefore a very valuable, win-win, area for both employees and employers. Matters to be examined under this heading include, but are not confined to:

- Occupational Health and Safety
- Unplanned Absences
- Health and Welfare of the Workforce
- Family needs and other demands on workers: better ways to accommodate and acknowledge these without losing focus on the main objectives in regard to responsibility for service to the employer.
- Use of Leave
- Equal Opportunity
- Career paths, including access to special project work, providing opportunities for development and recognition
- Employee Recognition, through feedback, support, acknowledgment, enablement, empowerment, consultation and non-financial rewards
- Training and Development
- Equity Issues

VARIATION RECORD**HOSPITAL SALARIED OFFICERS TAMBELLUP DISTRICT HOSPITAL
ENTERPRISE BARGAINING AGREEMENT 1996****NO. PSA AG 99 OF 1996**

Delivered 24/05/96 76 WAIG 3542
Consolidated

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
2. Arrangement	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
3. Purpose of Agreement	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
4. Application and Parties Bound	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
5. Term of Agreement	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
6. No Extra Claims	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
7. Objectives, Principles and Commitments	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
8. Framework and Principles for further Productivity Bargaining	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
9. Awards, Agreements and Workplace Agreements	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
10. Rates of Pay and their Adjustment	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
11. Resources for Productivity Negotiations	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
12. Dispute Avoidance and Settlement Procedures	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542

	(3)(e)(ii) & (4) ins. text2053/97		22/11/97	77 WAIG 3079
13. Hours				
	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
14. Part-Time Employees				
	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
15. Medical Imaging Technologists				
	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
16. Public Holidays				
	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
17. Long Service Leave				
	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
18. Sick Leave				
	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
19. Family, Bereavement and Personal Leave				
	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
20. Allowances				
	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
21. Overpayments				
	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
22. Salaries				
	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
23. Ratification				
	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542
ATTACHMENT 1 - Model for Identifying Productivity Increases				
	As delivered	PSA AG 99/96	24/05/96	76 WAIG 3542