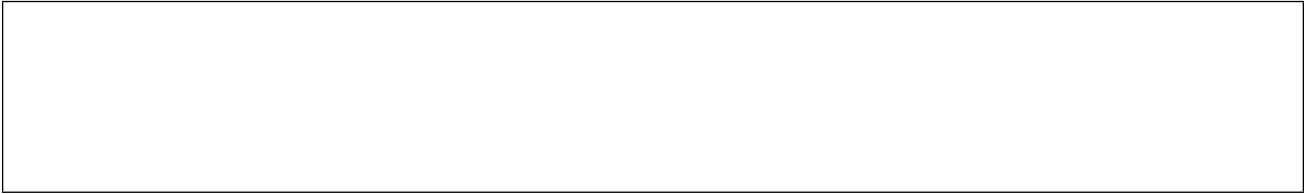


**HOSPITAL SALARIED OFFICERS KOJONUP DISTRICT HOSPITAL  
ENTERPRISE BARGAINING AGREEMENT 1999**

**No. PSAAG 36 of 2000**



1. - TITLE

This Agreement shall be titled the Hospital Salaried Officers Kojonup District Hospital Enterprise Bargaining Agreement 1999.

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 the Kojonup District Hospital along with allowing the benefits from those improvements to be shared by employees, the Kojonup District Hospital and the Government on behalf of the Community.
- (2) This Agreement places priority on the parties at Kojonup District Hospital taking responsibility for their own human resource and labour relations affairs and reaching agreement on issues appropriate to their Health Service.

### 4. - APPLICATION AND PARTIES BOUND

- (1) This agreement applies to the Hospital Salaried Officers Association of Western Australia (Union of Workers) (HSOA), the Employees covered by the Hospital Salaried Officer's Award No. 39 of 1968 and employed by the Kojonup District Hospital.
- (2) The estimated number of employees bound by this Agreement at the time of registration is 1.5 FTE.
- (3) This Agreement shall be read in conjunction with the Hospital Salaried Officers Award No. 39 of 1968 (hereafter sometimes referred to as the Award) and shall replace the provisions of that Award where expressly stated herein. Wherever there is an inconsistency between the Agreement and the Award, the Agreement shall take precedence.
- (4) This Agreement cancels and replaces the following agreement The Kojonup District Hospital Salaried Officers Enterprise Bargaining Agreement 1997.

### 5. - TERM OF AGREEMENT

- (1) This Agreement shall operate from the date of Registration until its expiry on 1 December 2001.
- (2) The parties to this Agreement agree to re-open negotiations at least no later than six months prior to the expiry of this Agreement, provided that neither party may refuse to commence negotiations as early as Enterprise bargaining negotiations commence for the Metropolitan Health Service Board.

### 6. - NO EXTRA CLAIMS

Subject to the terms of this agreement, for life of the agreement, the HSOA shall make no further claims on the KDH.

### 7. - OBJECTIVES, PRINCIPLES AND COMMITMENTS

- (1) The parties agree that the objectives of this Agreement are to:
  - (a) improve the productivity and efficiency of the KDH;
  - (b) facilitate greater flexibility in the management of conditions and work arrangements across the KDH;
  - (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, KDH and its clients and the Government on behalf of the community;
  - (b) ensuring that the KDH 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 the KDH operates as effectively, efficiently and competitively as possible.
- (3) The Hospital Salaried Officers Association and the KDH, 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 that 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 organisational 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 Multi-disciplinary 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.
- (4) In addition, the KDH is committed to facilitating and encouraging the participation and commitment of employees.

#### 8. - FRAMEWORK AND PRINCIPLES FOR IDENTIFYING PRODUCTIVITY IMPROVEMENTS AND BARGAINING

- (1) (a) Following the receipt of a request from the HSOA to negotiate a new Agreement, in accordance with Clause 5. -Term of Agreement, a representative from the KDH 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 the KDH.
- (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 the KDH'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 the KDH 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 the KDH 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 the KDH.

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 the KDH 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 the KDH 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 the KDH can be returned to the employees.

(c) Identifying Productivity Increases

To assist in identifying and negotiating productivity improvements during the life of this agreement and in negotiating the next agreement a model for identifying productivity increases is contained in Attachment 1.

## 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) 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.
- (3) 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.
- (4) All staff transferred or redeployed to the KDH 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 the KDH.
- (5) All promotional positions and new staff recruited by the KDH from outside the Public Sector may be provided with the choice of a Workplace Agreement or this Agreement, subject to the discretion of the KDH.
- (6) In the exercising of the discretion to only offer a Workplace Agreement under subclauses (4) and (5) of this clause, the KDH 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, the KDH 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

This Agreement provides for the following salary increases:

- (1) 4.0% from 16 November 1999;
- (2) 1.5% from 1 January 2000;
- (3) 2.0% from 1 July 2000; and
- (4) 1.25% from 1 January 2001.

The final payment of 1.25% will be subject to:

- (a) the KDH identifying productivity in excess of that used to justify the other salary increases; and

- (b) approval by government.

Productivity is to be identified in accordance with the definitions contained in Clause 8 of this Agreement and the “Model for Identifying Productivity increases” referred to in that clause.

- (5) The rates of pay are set out in clause 29. - Salaries, of this Agreement.
- (6) All increases are compounded.

#### 11. - RESOURCES FOR ONGOING PRODUCTIVITY IMPROVEMENT AND FURTHER ENTERPRISE BARGAINING NEGOTIATIONS

- (1) It is recognised that enterprise bargaining places considerable obligations upon the parties at the KDH.
- (2)
  - (a) To assist in meeting these obligations, the KDH will assist by providing appropriate resources having regard to the operational requirements of the KDH and resource requirements associated with developing productivity improvements under this Agreement and with negotiating a new agreement;
  - (b) It is accepted that employees of the KDH who are involved in the productivity improvement and the enterprise bargaining processes will be allowed reasonable paid time to fulfil their responsibilities in this process;
  - (c) Access to resources shall be negotiated with the KDH and shall not unreasonably affect the operation of the KDH;
  - (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 improvements and 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) This clause is to be read in conjunction with Clause 27 of the Award. The objective of this Clause is to provide a set of procedures for dealing with any question, dispute or difficulty arising under this Agreement and for dealing with any question, 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 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 employer representative, the matter is to be discussed between the employee representative and a representative nominated by the Chairman of the KDH (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 a representative nominated by the Chairman of the KDH (or his/her nominee) of the existence of a dispute or disagreement;
  - (e) The Secretary of the HSOA (or his/her nominee) a representative nominated by the Chairman of the KDH (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.
- (3) 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.

### 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 Relations Commission.
  - (v) In addition to the above arrangements, where the employees concerned, the employer and the Union agree in writing, shifts of up to but not more than 12 hours may be worked.
  - (vi) Subject to meal breaks, prescribed hours are to be worked in one continuous period provided that where a hospital or health service and employee have entered into an alternative arrangement involving discontinuous shifts prior to 1 December 1998, that arrangement may continue under this Agreement.

- (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;
- (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.
- (e) Any arrangement of hours of work which fall outside the parameters set out in this clause shall be subject to ratification by the WA Industrial Relations Commission.

(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 8 hours 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 8 hours 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) Where an employee's debit hours exceed 4 hours, the employer may treat the time as if the employee had taken leave without pay for the period necessary to reduce debit hours to four hours.
- (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 27 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 employees shall be paid at a rate pro-rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.
- (2) When a part-time employee classified above the 20 years of age rate 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.
- (4) Part-Time Flexibility for Relief

This provision replaces Order No. P.33 of 1998, known as the PMH/KEMH Patient Information Services Part Time Workers Order of 1998

- (a)
  - (i) The purpose of this provision is to provide those part time employees who wish to access it with the opportunity to work additional hours by covering short-term relief requirements of the employer.
  - (ii) While relief for vacancies will normally be provided from full time relief staff, where that is not possible, opportunities for relieving vacancies will be offered on an equitable basis to available, suitably qualified part time staff.
  - (iii) Where the numbers of suitably qualified and available part time staff warrant it, they shall form a relief pool for the purposes of this subclause.
- (b) The purpose of the relief pool is to identify a pool of available and appropriately trained employees to provide staffing relief for absences of other workers while reducing the need for employers to resort to the use of casuals to provide adequate relief cover. It is envisaged relief under this subclause will be required for absences occasioned by matter such as:

- Brief periods of unplanned absence;
  - Sick leave;
  - Time in lieu;
  - Annual leave;
  - Long service leave.
- (c) This provision applies to part time workers only
- (d) For the purposes of this subclause, as applicable, a pool or pools of staff qualified for the work to be relieved, will be formed.
- (e) Relief will be provided for absences of both part time and full time employees.
- (f) The pool will consist of only those employees who indicate their willingness to participate in the pool and to accept the modified terms and conditions applying to its operation those terms being set out in paragraph (g) below.
- (g) (i) Notwithstanding the provision of Subclause (1) (b) of Clause 34 Part-time Employees, of the Award, and subject to subclauses (b), (c), (d) of this clause where a part-time employee has previously indicated in writing a willingness to work extra hours and or extra shifts such employee may work up to 76 hours per fortnight at ordinary rates of pay without receiving prior notice.
- (ii) The indication given by an employee of their willingness to work extra hours may be withdrawn at any time.
- (iii) An indication by an employee of his/her willingness to work additional hours does not oblige the employee to work additional hours if they are offered by the employer, accordingly, the employee may refuse to work any additional hours offered to them and may not be required to give any reasons for so refusing. Any such refusal is without prejudice to the employee.
- (iv) The employer may not make it a Condition of Employment that an employee agree to make themselves available to work additional hours.
- (v) Consistent with the operation of this Agreement there will be no rostered split shifts.

#### 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.

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.

#### 17. - LONG SERVICE LEAVE

This clause replaces Clause 19. Long Service Leave of the Hospital Salaried Officers Award No. 39 of 1968.

- (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 seven 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 No. 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 or relevant agreement, as the case may be, at that time, and shall accrue the balance in accordance with sub clause (1) of this clause.
- (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 certification of this agreement was employed by the KDH, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
  - (ii) commenced employment with the KDH after the certification of this agreement 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 the KDH immediately prior to taking this leave.



- (b) An employee who resigns from their employment with KDH and who:
- (i) at or before the certification of this agreement was employed by the KDH, and has completed at least 15 years continuous service within the Western Australian Public Sector; or
  - (ii) commenced employment with the KDH after the certification of this agreement 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 the KDH 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, three 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 the KDH 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; or
  - (b) 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 the KDH, 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 the KDH. At the request of the employee and with the agreement of the employer, an employee may be paid in lieu of taking a portion of long service leave.
- (18) At the request of the employee and with the agreement of the employer, an employee may be paid in lieu of taking a portion of long service leave.

#### 18. - SICK LEAVE

- (1) 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. – TAKING OF ANNUAL LEAVE

- (1) This clause shall be read as if it were subclause (4A) of Clause 16. – Holidays and Annual Leave of the Hospital Salaried Officers Award No. 39 of 1968.
- (a)
    - (i) An employee is expected to take annual leave in the year immediately following the anniversary date upon which the leave became due.
    - (ii) The scheduling of annual leave should be as a result of consultation between the employer and the employee.
    - (iii) If the employee refuses to enter into discussions in relation to the taking of annual leave the employer may roster the employee off for a period of annual leave.
  - (b) An employee, who has accumulated in excess of two year's annual leave entitlement and who has been advised accordingly by the employer, may be required to take sufficient leave prior to the next entitlement becoming due to ensure that their entitlement does not exceed two years entitlement.
  - (c) An employee who fails to take the leave as specified in paragraph (b) of this subclause may have any entitlements in excess of two years paid out at the current rate of pay provided that the employee shall be required to take at least two weeks leave in any anniversary year of employment.
  - (d) At the request of an employee and with the written agreement of the employer, an employee may be allowed to accumulate in excess of two years annual leave entitlement upon demonstrating an extraordinary or special reason to the Employer.
  - (e) Any employee who has accrued an excessive amount of leave (i.e. in excess of two years entitlement) may be required to clear any excessive accrued leave by taking double their entitlement of accrued leave in any one year until such time as their entitlement is less than two years entitlement.
  - (f) Where the employer and employee agree, an employee who has an entitlement in excess of two years may be paid out their annual leave at their current rate of pay, rather than proceeding on annual leave, provided that the employee has proceeded on two weeks leave in that anniversary year of employment.

#### 20. - 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, stepchild, 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.

## (c) Use of Sick 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 sick leave for pressing personal emergencies, providing the employee must maintain a minimum of 10 days of sick leave available for personal use in each year

## (d) Employees may be granted leave for the following:

- International sporting events
- Defence force reserves
- State emergency service volunteers

Employees must submit a written request for leave and the Employer shall consider the request having regard to patient care and operational requirements.

### 21. - PARENTAL LEAVE

This clause replaces the Clause 18A. - Maternity Leave of the Hospital Salaried Officers Award No. 39 of 1968. Subject to the terms of this clause employees are entitled to parental leave and / or to work part-time in connection with the birth or adoption of a child.

## (1) Definitions

For the purpose of this clause:

- (a) "Child" means a child of the employee under the age of one year except for adoption of a child where "child" means a person under the age of five years of age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the spouse of the employee or child who has previously lived continuously with the employee for a period of six months or more.
- (b) "Parental leave" means maternity, paternity or adoption leave taken in accordance with this clause.

## (2) Basic entitlement

- (a) Employees whose contract of service is by the month are entitled to 52 weeks unpaid parental leave in relation to the birth or adoption of their child. For females maternity leave may be taken and for males paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- (b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- (i) for maternity leave and paternity leave, an unbroken period of one week at the time of the birth of the child:
  - (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- (c) In order to demonstrate to the employer that, subject to paragraph (b), only one parent will be off on Parental leave at a time an employee shall, when applying for parental leave, provide the employer with a statutory declaration stating particulars of any period of parental leave sought or taken by his or her spouse.

(3) Maternity leave

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

(4) Paternity leave

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

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) written notification of the date on which he proposes to start and finish the period of paternity leave.

(5) Adoption leave

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

(6) Variation of notice period

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

(7) Variation of period of parental leave

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

(8) Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which the employee has accrued, such as annual leave and long service leave, subject to the total amount of leave not exceeding 52 weeks.

(9) Transfer to a safe job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

(10) Entitlement to Part-Time employment

- (a) Where an employee is pregnant, and has a doctors certificate advising that it would be preferable for the employee to work part-time, or where an employee is eligible for parental leave, and the

employer agrees, the employee may work part-time, the terms of which are to be agreed in writing, in one or more periods at any time until the child's second birthday or until the second anniversary of the placement of the child.

- (b) The work to be performed part-time need not be the work performed by the employee in his or her former position.
- (11) Returning to work after a period of parental leave or part time work.
- (a) An employee will notify of their intention to return to work after a period of parental leave or part-time work entered into in accordance with this clause at least four weeks prior to the expiration of the leave or part-time work.
  - (b) An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to subclause (8), the employee will be entitled to return to the position they held immediately before such transfer. An employee who entered into part-time work in accordance with subclause (10) will be entitled to return to his or her former position.
  - (c) When such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- (12) Replacement employees
- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
  - (b) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (13) Notwithstanding any award, agreement or other provision to the contrary:
- (a) absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the Award or this Agreement.
  - (b) commencement of part-time employment in accordance with this clause, and return from part time to full time work under this clause, shall not break the continuity of service or employment.

## 22. - ALLOWANCES

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 31. - Salaries of this Agreement.

## 23. - 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.

24. - MOBILITY

(1) This clause will apply to all current and prospective employees of the KDH.

(2) The parties agree that with the establishment of the KDH all employees are employed by the Board and as such it is no longer appropriate that staff be appointed exclusively to individual Hospital & Health Service sites of the KDH.

(3) The parties also agree that in order for the KDH to provide appropriate levels of healthcare to consumers it is necessary to have a workforce which is mobile and that, managed properly, mobility has the potential to improve the employment security, career opportunity and development, and work life of employees.

(4) The parties agree that in giving effect to the mobility provisions of this clause, both the organisation's and the employee's needs are to be considered including;

(a) ensuring that the careers of employees are not disadvantaged

(b) consideration of family & carer responsibilities

(c) availability of transport

(d) matching skill level and professional suitability of any temporary job opportunity or permanent new position

(e) availability of training and support to assist the employee with any skills deficit in respect to the requirement of the temporary job opportunity or permanent new position.

(f) The classification level and relevant opportunity costs to the employee.

The parties acknowledge that the above considerations can only be properly assessed through consultation. Subject to the particular circumstances of individual employees, a greater degree of mobility may be expected in regard to higher classified employees.

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

(a) Temporary Transfer

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

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

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

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

#### 25. - SKILLS ACQUISITION, TRAINING AND EMPLOYEE DEVELOPMENT

- (1) This clause is to be read in conjunction with Clause 28.- Mobility.
- (2) The purpose of these clauses is to:
  - (a) recognise that change is a constant factor within the work environment, that the workplace of tomorrow will not be the same workplace today, and that employees can be expected to work in several different types of job during their working life;
  - (b) recognise that both employees and employers share obligations to ensure that the organisation and the employees are able to adapt to continuous change;
  - (c) facilitate the creation of a mobile, skilled, efficient, effective and adaptable workforce;
  - (d) facilitate the training and development of staff so that they are best able to meet the present and future needs of the Government Health Industry;
  - (e) assist in ensuring that employers are able to attract, develop and retain the best possible staff;
  - (f) facilitate the deployment of employees within the operations of the employer to best effect; while at the same time respecting the individual needs, security, expectations and reasonable requirements of employees, and not imposing, either directly or indirectly, unnecessary or unreasonable costs on them.
- (3) The parties agree that the provision of appropriate levels of health care is better able to be facilitated where the workforce is appropriately trained and skilled both for present needs and for reasonably expected future requirements including career development and opportunities within the Government Health Industry.
- (4) It is agreed that skills acquisition, training and employee development;
  - (a) not impose unreasonable difficulties, out of pocket expenses, or otherwise impact adversely on employees;
  - (b) subject to the provisions of this clause, be as far as practicable, voluntary;

- (5) Skills acquisition, training and employee development, administered in accordance with the standards and principles contained in this clause, within the KDH health service region will benefit employees through providing;
- (a) access to a greater variety of employment opportunities;
  - (b) the opportunity to develop and acquire a wide range of skills, competencies and work experience;
  - (c) expanded opportunity in terms of career development; and
  - (d) improved employment security.
- (6) Employees agree to be prepared to give reasonable consideration to any proposal in regard to their skills acquisition, training and development which meets the principles and requirements of this clause.
- (7) The parties agree that in giving effect to the provisions of this clause, both the organisation's and employee's needs and reasonable expectations are to be considered including:
- (a) ensuring that the careers of employees are enhanced and that they are not disadvantaged;
  - (b) consideration of the possible impact of any course study requirements, training, training schedule, employee development and or succession plan on family and carer responsibilities;
  - (c) reimbursement of the employee for any reasonable costs incurred by the employee as a result of attendance at or participation in any training, course of study or development activities at the direction of the employer;
  - (d) the skill level, aptitude, aspirations and suitability of the employee for the proposed skills acquisition, training or development program;
  - (e) the relevance of any proposed skills acquisition, training or development program to the needs of the employer, and
  - (f) that attendance by the employee does not unduly affect or inconvenience the operations of the employer.

The parties acknowledge the above and any other reasonable considerations can only be properly assessed through consultation between the employer, employee and, where appropriate, the union.

- (8) For the purposes of this clause, an "approved course" or "approved training" is an accredited or industry recognised course of study, conference or workshop undertaken by the employee which in the employer's view;
- (a) is relevant to the business outcomes to be achieved by the employee
  - (b) is relevant to the current and emerging business needs of the employer; and/or
  - (c) enhances the career development of the employee.

(9) Training and Short Courses

The parties agree that they will assist in the introduction of this initiative on the following basis:

- (a) An employee may be required to attend a training course or short course directly related to their work during ordinary working hours.
- (b) Attendance at such courses shall be at no expense to the employee.

- (c) An employee shall not unreasonably refuse to participate in any course of study where the subject matter is relevant to the current or emerging business needs of the employer, provided the course of study is conducted in ordinary working hours and is paid in accordance with the terms of the Agreement.
  - (d) The employer may grant leave with pay to participate in an approved short course or training course. The amount of leave may be up to 38 hours within a 12 month period.
  - (e) Where attendance is paid for by the employer;
    - (i) The employee may be required to provide evidence to the employer of attendance and satisfactory progress with studies.
    - (ii) The employee may be required to report to other employees on the course or training or to impart the knowledge gained to other employees.
  - (f) The employer may, where the short course or training is not an approved course or training, grant an employee leave to attend the short course or training during the employee's hours of duty and may require the employee to make up the hours or the employer may grant unpaid leave for such purpose.
- (10) Multiskilling
- (a) Employees agree that they will assist in the introduction of this policy on the following basis;
    - (i) Job Rotation
      - (aa) Employer and Employee mutually negotiate the decisions.
      - (bb) The period of time for any job rotation cycle is defined.
      - (cc) Prior to commencement of a job rotation arrangement, agreement is reached regarding the employee's continuity of service, tenure of employment in their substantive position or placement, at the completion of the rotation.
    - (ii) Job Enlargement and Enrichment
      - (aa) Decisions are mutually agreed by employee and supervisor.
      - (bb) The purpose, progression and outcomes from the enlargement/enrichment process are clearly defined.
      - (cc) The period of time is defined, where possible.
      - (dd) The employee is formally notified of the agreed duties and these are commensurate with the substantive classification of the employee.
      - (ee) The employee is provided with adequate support and mentoring to ensure they have an adequate opportunity to learn and become expert in the new duties and responsibilities.
  - (b) Any job specific training required will be provided by the KDH. A training programme will be developed to allow employees to gain a high level of understanding of the new position and will take into account the continuity of customer service and the career development of the employee.
  - (c) While as far as practicable, participation in multi-skilling will be voluntary, where, subject to the considerations set out in this clause, the employee unreasonably refuses a multi-skilling opportunity, the employer may direct the employee to undertake the placement.

For the purposes of this paragraph, “unreasonably” is defined as an employee who can be seen to be damaging their own employment by refusing to multi-skill, and/or the employer can demonstrate significant operational need for the employee to be multi-skilled.

- (11) Staff Development Program
- (a) KDH will develop at an organisational level staff development programs.
  - (b) The staff development program will be directed to meeting the current and future staffing needs of the KDH and will be based on the identified staffing needs and succession plans of the hospitals, health services, and health units, which make up the KDH area.
  - (c) The staff development program(s);
    - (i) may be focused at the health service or KDH level as appropriate.
    - (ii) will involve staff who either nominate or are nominated to participate in the scheme, but whose participation shall be voluntary.
    - (iii) where, due to the number of nominations a quota is necessary selection for participation will be on merit.
    - (iv) will be focused on meeting the current and future staffing needs of the Health Service and Government Health Industry; and
    - (v) may be based either or both on the job training and formal training.
  - (d) All reasonable expenses incurred by an employee arising out of participation in a staff development program will, subject to the presentation of adequate proof, be reimbursed by the employer.
- (12) Formal Part-time or Full-time Post Secondary Study
- The provisions of this clause shall not diminish the rights of employees who undertake formal post secondary study in an approved course.
- (13) Notwithstanding, any provisions contained above in this clause, the employer can limit access to training and development courses based upon financial grounds.
- (14) The KDH will review the application of skills acquisition, training and employee development programs during the life of this agreement. The parties agree to review the application of this clause as a result of that review.

#### 26. - SALARY PACKAGING

This clause is an agreement entered into in accordance with Clause 44 Salary Packaging of the Award and shall be read in conjunction with that clause.

- (1) At the request of an employee, an employer and employee may agree to enter into a salary packaging arrangement.
- (2) KDH 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.
- (3) The salary packaging arrangement entered into shall be by separate written agreement with the employer which sets out the terms and conditions of the arrangement provided that the terms of such agreement shall comply with the terms of this clause.

- (4) Such agreement shall be formulated on the basis that, on balance, there shall be no material disadvantage of the employee concerned, and shall be cost neutral in relation to the total employment cost the employer.
- (5) The salary packaging arrangement must comply with relevant taxation laws and the employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.
- (6) An employee may elect to cancel any salary packaging arrangement by giving a minimum of four weeks notice.
- (7) The employer may elect to cancel any salary packaging arrangement by giving minimum of four weeks notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.
- (8) Notwithstanding subclauses (6) and (7) the employer and the employee may agree to forgo the notice period.
- (9) The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.
- (10) Any dispute arising from the operations of this clause will be dealt with in accordance with the relevant dispute settlement provisions.”

#### 27. - ESTABLISHMENT OF LEVEL 1 & 2 COMPETENCIES

- (1) The KDH agrees to investigate the potential for the progressive introduction and implementation of competency based job descriptions for Levels 1 and 2 employees.
- (2) As a first step, the parties agree that they will review the outcomes of the processes set out under clause 33 of the Hospital Salaried Officers Metropolitan Health Service Board Enterprise Agreement 1999.
- (3) It is agreed, subject to the agreement of the MHSB, the KDH may participate as an observer in the HSOA/MHSB competency review process.

#### 28. - RURAL RECRUITMENT AND RETENTION ISSUES

- (1) Recruitment and attraction of suitably qualified and/or experienced employees, particularly Allied Health professionals, is an issue for Rural Health Services. This issue has a significant impact on service cost; quality; efficiency; effectiveness; flexibility; and patient care, as does their resolution.
- (2) The parties agree to investigate ways of removing obstacles to the recruitment and attraction of suitably qualified and/or experienced employees.
- (3) As a first step to addressing these matters the parties agree to consider:
  - The appropriateness and flexibility of the current classification system
  - Training and professional development opportunities
  - Support systems and mentoring
  - Career paths
  - Accommodation
  - Incentive schemes

- Flexible leave arrangements
  - Work practices and arrangement
- (4) To address these issues, the parties agree that the Health Service:
- (a) may participate on an industry working party established to, inter alia, make recommendations aimed at improving recruitment and retention of employees, or
  - (b) establish a working party with employer and employee representatives to consider the recommendations of the industry working party(ies) and their relevance to the Kojonup District Hospital and or
  - (c) establish a working party with employer and employee representatives to make recommendations aimed at improving recruitment and retention of employees .
- (5) The recommendations of the industry working party(ies) and / or the Kojonup District Hospital working party shall be made available to the HSOA by 30 September 2000. Prior to the implementation of any of the recommendations, the employer shall consult with employees and the HSOA.
- (6) The implementation of Recruitment and Retention strategies shall be in accordance with Clause 40 – Introduction of Change of the Hospital Salaried Officers Award No. 39 of 1968.

#### 29. - 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 16 November 1999 until the expiry of this Agreement.
- (2) Minimum salaries as follows; for all callings other than those specified in subclause (3);

	<b>PREVIOUS</b>	<b>4% FROM</b>	<b>1.50% FROM</b>	<b>2% FROM</b>	<b>1.25% FROM 1/01/01 subject to clause 10(4)</b>
	<b>EBA RATES SALARY P/ANNUM \$</b>	<b>16.11.99 SALARY P/ANNUM \$</b>	<b>1/01/00 SALARY P/ANNUM \$</b>	<b>1/07/00 SALARY P/ANNUM \$</b>	<b>SALARY P/ANNUM \$</b>
LEVEL 1					
under 17 years of age	12,237	12,726	12,917	13,176	13,340
17 years of age	14,289	14,861	15,083	15,385	15,577
18 years of age	16,680	17,347	17,607	17,960	18,184
19 years of age	19,306	20,078	20,379	20,787	21,047
20 years of age	21,681	22,548	22,886	23,344	23,636
1st year of full-time equivalent adult service	23,816	24,769	25,140	25,643	25,964
2nd year of full-time equivalent adult service	24,551	25,533	25,916	26,434	26,765
3rd year of full-time equivalent adult service	25,282	26,293	26,688	27,221	27,562
4th year of full-time equivalent adult service	26,011	27,051	27,457	28,006	28,356

LEVEL 2	26,742	27,812	28,229	28,793	29,153
	27,475	28,574	29,003	29,583	29,952
	28,317	29,450	29,891	30,489	30,870
	28,900	30,056	30,507	31,117	31,506
	29,760	30,950	31,415	32,043	32,443
LEVEL 3	30,777	32,008	32,488	33,138	33,552
	31,567	32,830	33,322	33,989	34,413
	32,399	33,695	34,200	34,884	35,320
	33,724	35,073	35,599	36,311	36,765
LEVEL 4	34,418	35,795	36,332	37,058	37,522
	35,459	36,877	37,431	38,179	38,656
	36,527	37,988	38,558	39,329	39,821
	38,047	39,569	40,162	40,966	41,478
LEVEL 5	38,838	40,392	40,997	41,817	42,340
	39,926	41,523	42,146	42,989	43,526
	41,045	42,687	43,327	44,194	44,746
	42,196	43,884	44,542	45,433	46,001
LEVEL 6	44,414	46,191	46,883	47,821	48,419
	46,060	47,902	48,621	49,593	50,213
	48,400	50,336	51,091	52,113	52,764
LEVEL 7	49,651	51,637	52,412	53,460	54,128
	51,237	53,286	54,086	55,167	55,857
	52,880	54,995	55,820	56,937	57,648
LEVEL 8	55,280	57,491	58,354	59,521	60,265
	57,248	59,538	60,431	61,640	62,410
LEVEL 9	60,226	62,635	63,575	64,846	65,657
	62,298	64,790	65,762	67,077	67,915
LEVEL 10	64,566	67,149	68,156	69,519	70,388
	68,214	70,943	72,007	73,447	74,365
LEVEL 11	71,128	73,973	75,083	76,584	77,542
	74,091	77,055	78,210	79,775	80,772
LEVEL 12	78,154	81,280	82,499	84,149	85,201
	80,899	84,135	85,397	87,105	88,194
	84,029	87,390	88,701	90,475	91,606
CLASS 1	88,764	92,315	93,699	95,573	96,768
CLASS 2	93,498	97,238	98,696	100,670	101,929
CLASS 3	98,231	102,160	103,693	105,766	107,089
CLASS 4	102,965	107,084	108,690	110,864	112,249



- (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) Minimum salaries for Specified Callings and Other Professionals are detailed as follows;
  - (a) Employees, who possess a relevant tertiary level qualification, or equivalent as agreed between the HSOA 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, Certified Clinical Perfusionist, or any other professional calling as agreed between the HSOA and employers, shall be entitled to Annual Salaries as follows:

	<b>PREVIOUS (1997/98)</b>	<b>4% FROM</b>	<b>1.50% FROM</b>	<b>2.00% FROM</b>	<b>1.25% FROM</b>
	<b>EBA RATES</b>	<b>16.11.99</b>	<b>1.01.00</b>	<b>1.07.00</b>	<b>1.01.01 subject to clause 10(4)</b>
	<b>SALARY</b>	<b>SALARY</b>	<b>SALARY</b>	<b>SALARY</b>	<b>SALARY</b>
	<b>P/ANNUM</b>	<b>P/ANNUM</b>	<b>P/ANNUM</b>	<b>P/ANNUM</b>	<b>P/ANNUM</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
LEVEL 3/5	30,777	32,008	32,488	33,138	33,552
	32,399	33,695	34,200	34,884	35,320
	34,418	35,795	36,332	37,058	37,522
	36,527	37,988	38,558	39,329	39,821
	39,926	41,523	42,146	42,989	43,526
	42,196	43,884	44,542	45,433	46,001
LEVEL 6	44,414	46,191	46,883	47,821	48,419
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LEVEL 7	49,651	51,637	52,412	53,460	54,128
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CLASS 1	88,764	92,315	93,699	95,573	96,768
CLASS 2	93,498	97,238	98,696	100,670	101,929
CLASS 3	98,231	102,160	103,693	105,766	107,089
CLASS 4	102,965	107,084	108,690	110,864	112,249

- (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-year academic tertiary qualification, relevant to their calling, shall commence at the first year increment;
  - (ii) Employees, who have completed an approved four-year academic tertiary qualification, relevant to their calling, shall commence at the second year increment;

- (iii) Employees, who 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 the HSOA 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.

### 30. –AWARD CONSOLIDATION

- (1) The parties agree to the consolidation of the award during the life of this agreement.
- (2) In order to facilitate the consolidation process, the KDH may seek the assistance of the HDWA in negotiating the consolidation, or to work through the Health Department of Western Australia, as its agent.
- (3) The amendments to the Award are outlined in Attachment 2 – Award Amendments.

### 31. – CONTRACT OF SERVICE – PROBATION

This Clause replaces subclauses (1) of Clause 8.- Contract of Service, of the Hospital Salaried Officers Award No. 39 of 1968.

- (1) (a) Every new employee appointed to the employ of the KDH shall be on probation for a period of three (3) months.

- (b) At any time during the period of probation the KDH may annul the appointment and terminate the service of the employee by the giving of two weeks notice.
- (c) At any time during the period of probation the employee may resign by giving two (2) weeks notice.
- (d) A lesser period of notice may be agreed, in writing between the KDH and the employee.
- (e) On the completion of three months employment the period of probation may be extended for a further and final period of three months at the discretion of the KDH. The provisions of subclause (b), (c) and (d) of this clause still apply during the period of probation.
- (f) Where an employee's period of probation has been extended for a further period of three months, the KDH shall notify the employee in writing of the extension and provide justification for the extension of probation.
- (g) An employee shall not be deemed to be employed by the month until he/she has completed his/her probationary period or extended probationary period of employment as the case may be.

### 32. - HIGHER DUTIES

- (1) This clause replaces Clause 11 of the Award for all employees except those employees classified at Level 1 or 2.
- (2) Employees who undertake acting in positions which are classified higher than their substantive positions will be paid a higher duties allowance in accordance with this clause.
- (3) An employee becomes eligible to be paid higher duties allowance upon having worked ten (10) days (cumulative) in blocks of 5 consecutive working days or more acting in any position classified higher than their substantive position in their current anniversary year of employment.
- (4) Subject to subclause (3) higher duties allowance is payable for periods of acting in a higher position for a period of 5 consecutive working days or more, provided that where additional days of higher duties are worked continuously with the qualifying period, the higher duties allowance will be paid for all such additional days so worked.
- (5) The higher duties allowance payable:
  - (a) to employees performing the full duties of the higher position is equal to the difference between the employees salary for their substantive position and the position being acted in , provided that, where the cumulative period of acting in a position or positions of a particular level or higher exceeds 12 months in any 18 month period, the employee's allowance will include the relevant service increments for the position in which he/she is acting;
  - (b) to employees performing only a proportion of the higher duties is calculated by taking the allowance payable in accordance with paragraph (a) paid in the same proportion as the proportion of higher duties paid by the employee;

provided that no allowance is payable for the qualifying 10 days of acting in each anniversary year.
- (6) Each period of five (5) consecutive days acting on higher duties, whether paid or not, will be recorded in personal records and recognised as experience.
- (7) An employee, who is receiving a higher duties allowance at the time of registration of this agreement, will continue to receive that allowance. However, when the acting period ceases, if the employee has not completed ten days of higher duties in their current anniversary year, the employee will be required to complete the ten days without being paid the allowance for the additional days required to make up the qualifying period.

- (8) An employee who qualifies for the period of ten (10) working days in consecutive days which extend over the commencement of a new twelve (12) month period for the application of this clause, will;
  - (a) continue to be paid the allowance until such time as the acting period ceases;
  - (b) upon completion of the acting period, commence to serve the ten (10) day qualifying period before a higher duties allowance can be paid.
- (9) An employee who has been paid a higher duties allowance for a continuous period of twelve (12) months or more, will be entitled to be paid at that rate for up to four (4) weeks of annual recreational leave or up to four (4) weeks of any other approved leave of absence.

33. – REVIEW OF SICK LEAVE MANAGEMENT

The parties agree to review and report on alternative approaches to the management of sick leave. In conducting the review, the parties will identify the options for the introduction of sick leave management system/s which provide improved sick leave payment protection for employees who are genuinely ill whilst also targeting instances of sick leave abuse. Any alternative system introduced must be cost neutral to the employer, and must not diminish the overall sick leave entitlement.

34. - RATIFICATION

The signatories that follow testify to the fact that this Agreement shall come into effect as of the date of registration.

Toni Farrell

*(signed: T Farrell)*

14/03/00

.....

.....

(Signature)

(Date)

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

COMMON SEAL

*(signed: D Hill)*

09/03/00

.....

.....

(Signature)

(Date)

Dan Hill

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

The Common Seal of the Kojonup District Hospital  
is affixed hereto pursuant to a resolution of the Board

COMMON SEAL

*(signed: David Fenwick)*

.....

(Signature)

David Fenwick  
General Manager  
Central Great Southern Health Service

Date 01/03/00

## 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 KDH 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, who does the work, who could better do the work, when the work is done, whether the work should be done (i.e. 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 that 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



ATTACHMENT 2 - AWARD AMENDMENTS

1. Consolidation of the Hospital Salaried Officers Award No. 39 of 1968 to be completed during the life of this agreement.
  - (1) The consolidation is to consolidate into the award a number of conditions and arrangements currently being provided in accordance with Administrative Instructions and / or Operational Instructions of the Health Department;
  - (2) The conditions and arrangements it is agreed to introduce are to be introduced on a no-win/no-loss basis.
  - (3) The consolidation includes the removal of gender biased and inconsistent language, the removal of inconsistencies, the updating of provisions to reflect current practice and usage, the removal of redundant provisions, updating of allowances as expressed in the Award and the modernisation of provisions.
  - (4) The clarification of provisions to improve administration and interpretation of the Award and to bring it into line with the new health service structures provided that the area of coverage and scope of the Award will not be amended by the consolidation.
2. In addition to and/or in association with the consolidation a number of amendments including the following are to be made to the Hospital Salaried Officers Award No. 39 of 1968:
  - (1) Definitions to be updated.
  - (2) Hours clause to be updated and clarified so that it adopts the Enterprise Bargaining clause and includes a provision to permit shifts of up to 12 hours to be worked.
  - (3) Holidays and Annual Leave clause to be amended to:
    - (a) permit leave to be taken in single days; and
    - (b) include simplified formulas for accrual of annual leave and calculation of leave on termination and pro rata leave.
  - (4) Parental Leave to be included.
  - (5) Long service leave clause to be amended to include calculation of entitlement on the basis of 13 weeks rather than 3 months, and to be taken in multiples of a week, the clause to be similar to that to be included in the S41 Agreements but to retain the right to 13 weeks leave after 7 years of service but with no pro rata leave except as currently specified in the Award clause.
  - (6) There will be additional changes as the details of the consolidation are finalised.
3. The agreement for Consolidation and Amendment of the Hospital Salaried Officers Award No. 39 of 1968 is a package agreement.

**VARIATION RECORD****HOSPITAL SALARIED OFFICERS KOJONUP DISTRICT HOSPITAL ENTERPRISE BARGAINING  
AGREEMENT 1999****No. PSAAG 36 of 2000**Delivered 19/05/00 at unreported  
Consolidated

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
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