

**MARINE AND POWER ENGINEERS
(SHIFT ENGINEERS)
ROYAL PERTH HOSPITAL AGREEMENT**

No. AG 24 of 1967

INDUSTRIAL AGREEMENT

(Registered 13th November, 1967)

THIS AGREEMENT made in pursuance of the Industrial Arbitration Act 1912, this 31st day of October 1967, between the Australian Institute of Marine and Power Engineers, Western Australian Union of Workers (hereinafter referred to as "the Union") of the one part and the Board of Management of the Royal Perth Hospital, Western Australia (hereinafter referred to as "the employer") of the other part witnesseth that for the considerations hereinafter appearing, the parties hereto mutually covenant and agree, the one with the other as follows:-

1. - TITLE

This Agreement shall be known as the Marine and Power Engineers (Shift Engineers) Royal Perth Hospital Agreement.

2. - ARRANGEMENT

1. Title
2. Arrangement
3. Area and Scope
4. Term
5. Basic Rate
6. Rates of Pay
7. Contract of Service
8. Hours
9. Overtime
10. Weekend Work
11. Shift Penalties
12. Annual Leave
13. Public Holidays
14. Sick Leave
15. Long Service Leave
16. Protective Clothing
17. Preference to Unionists

3. - AREA AND SCOPE

This Agreement shall apply to Shift Engineers employed at the Royal Perth Hospital or any branches thereof which are under the control of the employer.

4. - TERM

The term of this agreement shall be for a period of three years from the date hereof.

6. - RATES OF PAY

(1) Shift Engineers shall be paid the following total rates:-

	COLUMN A 17/01/89 Per Annum \$	COLUMN B 17/07/89 Per Annum \$
First Year	28,988	29,510
Second Year	29,866	30,388
Third Year	30,760	31,282
Fourth Year	31,615	32,137
Fifth Year	32,523	33,045

- (2) The various rates of pay contained in this agreement shall be varied automatically to conform with any variations which may be made from time to time in the equivalent salary rates applying to officers employed under the provisions of the Hospital Salaried Officers Award No. 39 of 1968.
- (3) A worker relieving shift engineers shall be paid in accordance with the aggregate period of his service with the employer, provided that any period of relieving of less than three months shall not be counted.

7. - CONTRACT OF SERVICE

- (a) Subject as hereinafter provided no worker's services shall be terminated unless he has received two weeks' previous notice in writing, or pay for such period in lieu thereof.
- (b) No worker shall, without the consent of the employer, resign without first having given two weeks' previous notice in writing of his intention so to do, and in the absence of such notice the employer may withhold holiday or other pay up to an amount equivalent to two weeks' pay.
- (c) Notwithstanding the provisions of subclauses (a) and (b) hereof, the employer may at any time without prior notice, dismiss a worker for unsatisfactory service or misconduct.

8. - HOURS

The hours of duty shall be eighty per fortnight to be worked in shifts of eight hours each in accordance with the roster as mutually agreed upon. The two shifts off duty as far as practicable to be consecutive except in the case of workers on relief shift.

9. - OVERTIME

- (a) All work performed in excess of or outside the ordinary working hours shall be paid for at the rate of time and a half for the first four hours and double time thereafter.
- (b) When a worker is recalled to work after leaving the hospital, he shall be paid a minimum of two hours at overtime rates, but if he is called out more than once within any period of two

hours of a call, he shall not be entitled to any further payment for time worked within the period of two hours from the time when he commenced work in response to his first call.

- (c) For the purposes of assessing overtime each day shall stand alone.
- (d) A worker required to work before or after his normal working hours shall, when such additional duty necessitates taking a meal away from his usual place of residence, be reimbursed at the rate of 75 cents for each meal purchased; provided that the overtime worked before and after the meal break totals not less than two hours. Such reimbursement shall be in addition to any payment for overtime to which he is entitled under this clause.

10. - WEEKEND WORK

Saturday -

All ordinary hours worked between midnight Friday and midnight Saturday shall be paid for at the rate of time and a half.

Sunday -

All ordinary hours worked between midnight Saturday and midnight Sunday shall be paid for at the rate of time and a half.

11. - SHIFT PENALTIES

Workers employed on afternoon or night shifts shall be paid 7½% of the ordinary rate in addition to the ordinary rate for such shifts.

12. - ANNUAL LEAVE

- (a) Except as hereinafter provided, a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months continuous service with the hospital.
- (b) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday as aforesaid.
- (c)
 - (i) Subject to paragraph (ii), when computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period that a worker is on annual leave and/or holidays: Provided that no deductions shall be made for any approved period a worker is absent from duty through sickness with or without pay, unless the absence exceeds three calendar months, in which case deduction may be made for such excess only.
 - (ii) Approved periods of absence from work caused through accident sustained in the course of employment shall not be considered breaks in continuity of service, but the first six months only of any such period shall count as service for the purpose of computing annual leave.

- (d) In special circumstances and by mutual consent of the employer, the worker and the union concerned, annual leave may be taken in not more than two periods.
- (e) If after one month's continuous service in any qualifying twelve monthly period a worker leaves his employment or his employment is terminated by his employer through no fault of the worker, the worker shall be paid one-third of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service in that qualifying period.
- (f) In addition to any payment to which he may be entitled under subclause (e) of this clause, a worker whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave or, in a case to which subclause (d) of this clause applies, in lieu of so much of that leave as has not been allowed, unless -
 - (i) he has been justifiably dismissed for misconduct
and
 - (ii) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.

13. - PUBLIC HOLIDAYS

- (a) (i) The following days or the days observed in lieu shall, subject as hereinafter provided, be allowed as holidays, without deduction of pay, namely: New Year's Day, Australia Day (26th January), 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 the subclause.
- (ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.
- (b) Work done on a holiday shall be paid for at double time rates provided that at the option of the employer in lieu of payment at double time rates the worker shall be paid for the time worked as if it were an ordinary working day and shall, in addition, be allowed a day's leave with pay to be added to the annual leave or to be taken at some subsequent date if the worker so agrees.
- (c) When a worker is off duty owing to leave without pay or sickness, including accidents on or off duty, except time for which he is entitled to claim sick pay, any holiday falling during such absence shall not be treated as a paid holiday. Where the worker is on duty or is available on the working day immediately preceding a holiday, or resumes duty or is

available on the working day immediately following a holiday, as prescribed in this clause, the worker shall be entitled to a paid holiday on all such holidays.

14. - SICK LEAVE

Workers covered by this Agreement shall be entitled to enjoy the same sick leave conditions as are prescribed from time to time for officers employed under the Public Service Act 1904 and the Regulations made thereunder.

15. - LONG SERVICE LEAVE

- (a) All workers who serve continuously for a period of seven years shall be entitled to thirteen weeks' long service leave on full pay, or 26 weeks on half pay.
- (b) For each subsequent period of seven years continuous service, a worker shall be entitled to a further period of thirteen weeks long service leave on full pay or twenty-six weeks on half pay.
- (c) Previous continuous service with the employer since the date a worker's last period of long service leave became due, or since appointment as the case may be, shall only be counted in full where the conditions prescribed in relation to that previous service provided for thirteen weeks long service leave on full pay on the basis of seven (7) years' continuous service.

Where previous service would only have entitled a worker to thirteen weeks' long service leave on full pay on the basis of ten (10) years' continuous service then the first eighteen months of previous service shall not be counted.

- (d) Continuous service shall not include the period during which a worker is on long service leave, or any period in excess of two weeks that a worker is on leave without pay, or any service a worker may have had before attaining the age of eighteen years.

- (e) Long service leave is granted solely for recuperative purposes. No worker is to undertake, during long service leave, without consent of the employer, any form of employment for hire or reward. Contravention of this clause may be followed by dismissal.
- (f) A worker who resigns or is dismissed for misconduct or unsatisfactory service, shall not be entitled to long service leave or payment for long service leave, other than that leave that had actually accrued to him prior to the date on which he resigned or the date of the offence for which he was dismissed.
- (g) A worker who retires or is retired at the age of sixty (60) years, or over, or who is retired on account of incapacity due to old age, or through ill health, or the result of an accident, and who has served continuously for at least twelve months next before such retirement shall be paid for long service leave pro rata to date of retirement.
- (h) Absence on sick leave with pay granted under this Agreement shall count as service for long service leave purposes. Approved sick leave without pay does not break service, but only six weeks in any one year shall count as service.
- (i) Long service leave shall be taken as it falls due at the convenience of the employer.
- (j) A worker shall be paid during long service leave at his permanent classified rate of salary. Where a worker's contract of service has been terminated the calculation of the amount due for long service leave accrued and/or pro rata long service leave, shall be made at his permanent classified rate of salary at the date of retirement, resignation, dismissal or death, whichever applies, and no such payment shall exceed the equivalent of twelve months' salary.
- (k) In all matters not herein expressly provided for, the long service leave conditions applicable to Government wages employees generally shall apply.

16. - PROTECTIVE CLOTHING

Upon engagement a worker shall be issued with one pair of overalls at the employer's expense. If at any time the employer is satisfied that a replacement issue is warranted he shall provide the worker with a new pair of overalls but he is under no obligation to issue any worker with more than two pairs per annum.

17. - PREFERENCE TO UNIONISTS

Deleted by section 88 (3) of the Acts Amendment and Repeal (Industrial Relations) Act (No.2) 1984.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year hereinbefore written.

The common seal of the Board of Manangement of the

Royal Perth Hospital was hereunto affixed by :-

H.V. Reilly,
Chairman
Board of Management,
Royal Perth Hospital.

[L.S.]

In the presence of -

Joseph Griffith.

The common seal of the Australian
Institute of Marine and Power
Engineers Union of Workers was
hereunto affixed by -

R.N. Underwood,
President.

[L.S.]

R.A. Boulton,
Secretary.

In the presence of -

W.E. Tasker.

VARIATION RECORD**MARINE AND POWER ENGINEERS (SHIFT ENGINEERS)
ROYAL PERTH HOSPITAL AGREEMENT****NO. 24 OF 1967**

Delivered 13/11/67 at 47 WAIG 1054

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Del. 1A	1457/93	24/12/93	74 WAIG 198
2. Arrangement				
	Del. 2A.	AG 8/70	08/06/70	50 WAIG 600
	Ins. 1A	1752/91	31/01/92	72 WAIG 191
	Del. 1A	1457/93	24/12/93	74 WAIG 198
(2A. Special Loading)				
	Amount	354(89)/69	25/10/68	48 WAIG 826
	Deleted	AG 8/70	08/06/70	50 WAIG 600
3. Area and Scope				
4. Term				
5. Basic Rate				
	(b)	AG 8/70	08/06/70	50 WAIG 600
	(b)	AG 2/71	11/01/71	51 WAIG 87
	(b)	AG 33/71	20/10/71	51 WAIG1111
	Deleted	AG 33/74	18/12/74	54 WAIG1648
	AG 33/74 Cancelled	686/77 pt138	27/11/91	unreported
6. Rates of Pay				
	(a)	AG 8/70	08/06/70	50 WAIG 600
	(a)	AG 2/71	11/01/71	51 WAIG 87
	(a), ins. (d)	AG 33/71	20/10/71	51 WAIG1111
	Cl.	AG 33/74	18/12/74	54 WAIG1648
	Cl.	630/82	10/01/82	64 WAIG 160
	4.3%	461/83	02/03/84	64 WAIG 407
	Cl.	C555/87	20/11/87	67 WAIG2362
	Cl.	1119/88	17/01/89	69 WAIG1585
	Preamble deleted	1940/89	08/09/89	69 WAIG2913

AG 33/74 Cancelled

686/77 pt138

27/11/91

unreported

7. Contract of Service

8. Hours

9. Overtime**10. Weekend Work****11. Shift Penalties****12. Annual Leave****13. Public Holidays****14. Sick Leave****15. Long Service Leave****16. Protective Clothing****17. Preference to Unionists**

Deleted by section 88 (3) of the Acts Amendment and Repeal (Industrial Relations) Act (No.2) 1984.

(18. Junior Employees - Special Orders)

Ins. Cl	69/85	04/07/85	65 WAIG1331
Deleted	1333/87	16/12/87	68 WAIG 385