

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 01015 of 1998)

HOSPITAL EMPLOYEES (PERTH DENTAL HOSPITAL) (INTERIM) AWARD 1996
(ODN C No. 21817 of 1993)

Hospital employees Health and welfare services

SENIOR DEPUTY PRESIDENT O'CALLAGHAN ADELAIDE, 2 JULY 2001

Award simplification.

ORDER

A. Further to the decision issued by the Commission on 1 June 2001, [Print No. 904784] the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

1. TITLE

[1 substituted by PR929489 from 01Apr03]

This Award will be known as the Health Employees (Dental Health Services) Award 2003.

2. ARRANGEMENT

[2 corrected by PR906139 from 02Jul01; varied by PR929489 from 01Apr03]

This award is arranged as follows:

1. Title
2. Arrangement
3. Commencement date of award and period of operation
4. Coverage and parties bound by the award
5. Relationship with other awards
6. Posting of award
7. Definitions
8. Anti-discrimination
9. Enterprise flexibility provision
10. Dispute resolution procedure

11. Regular part time employment
12. Termination of employment
13. Classifications and wage rates
14. Higher duties allowance
15. Payment of wages
16. Hours of work
17. Overtime
18. Annual leave
19. Public holidays
20. Personal leave
21. Long service leave
22. Parental leave
23. Leave to attend industrial proceedings
24. Jury service
25. Fares and travelling allowance
26. Protective clothing/laundry allowance

3. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION

This award comes into force on 2 July 2001 and shall remain in operation for a period of twelve months.

4. COVERAGE AND PARTIES BOUND BY THE AWARD

[4 substituted by PR929489 from 01Apr03; varied by PR960565 ppc 28Jul05]

This award will apply throughout the State of Western Australia to the Metropolitan Health Services, Dental Health Services and the Liquor, Hospitality and Miscellaneous Union; its members; and those eligible to be members.

5. RELATIONSHIP WITH OTHER AWARDS

- 5.1 This award supersedes the Hospital Employees Perth Dental Hospital (Interim) Award 1996.
- 5.2 Nothing in this award shall in itself operate to reduce the conditions of employment of an employee which were in existence immediately prior to or at the commencement of this award in respect of allowable matters.

6. POSTING OF AWARD

Each employee shall be entitled to have access to a copy of this award. Sufficient copies shall be made available by the employer for that purpose.

7. DEFINITIONS

[7 substituted by PR929489 from 01Apr03]

7.1 “Dental Technician” means a person employed within the government health industry who is involved in the construction of dentures, bridges, crowns and other dental appliances and the repair and modification of these appliances and possesses an approved qualification in Dental Technology to Level 5 within the Australian Qualification Framework ie. the Diploma of Dental Technology or equivalent.

7.1.1 “Skills Acquisition”: A Dental Technician may be employed to work in a particular skill area either as a Prosthetic Technician, a Chrome Technician, a Crown and Bridge Technician or an Orthodontic Technician. A Dental Technician in his or her chosen field will continue to develop skills, knowledge and expertise over time but will be required to have attained the following skills at each incremental level to an acceptable standard. Attainment of these skills will be assessed annually via an appropriate Performance Assessment procedure.

7.1.1(a) “Prosthetic Technician” means a Dental Technician (as defined) who after having satisfied all the requirements at each level, will be able to perform basic full and partial denture construction;

Level 1 At this level, a Prosthetic Technician would be required to successfully complete Immediate and Templates.

Level 2 At this level, a Prosthetic Technician would be required to successfully complete Acrylic Overlays for restoration of vertical dimension.

Level 3 At this level, a Prosthetic Technician would be competent in the use of an anatomical articulator and basic neutral splint construction.

Level 4 At this level, a Prosthetic Technician would be competent in completing all the above duties with minimal supervision.

7.1.1(b) “Chrome Technician” means a Dental Technician (as defined) who, after having satisfied all the requirements at each level, would be able to complete basic cast partial framework construction;

Level 1 At this level, a Chrome Technician would be required to successfully complete Pontics and Backings.

Level 2 At this level, a Chrome Technician would be required to successfully complete Onlays double cast technique for split bar.

Level 3 At this level, a Chrome Technician would be required to successfully complete Anatomical articulation overlays, full quadrant.

Level 4 At this level, a Chrome Technician would be competent in completing all the above duties with minimal supervision.

7.1.1(c) “**Crown and Bridge Technician**” means a Dental Technician (as defined) who, after having satisfied all the requirements at each level, would be able to perform all metal constructions, full gold crowns, post and core etc;

Level 1 At this level, a Crown and Bridge Technician would be required to successfully complete basic ceramic work.

Level 2 At this level, a Crown and Bridge Technician would be required to successfully complete Bridges, Veneers and Onlays.

Level 3 At this level, a Crown and Bridge Technician would be required to successfully complete Implant retaining systems and precision attachments.

Level 4 At this level, a Crown and Bridge Technician would be competent in completing all the above duties with minimal supervision.

7.1.1(d) “**Orthodontic Technician**” means a Dental Technician (as defined) who, after having satisfied all the requirements at each level, would be able to perform simple URA construction;

Level 1 At this level, an Orthodontic Technician will also be required to successfully complete simple fixed appliance construction.

Level 2 At this level, an Orthodontic Technician would be required to successfully complete complex removable appliance construction.

Level 3 At this level, an Orthodontic Technician would be required to successfully complete functional appliance construction.

Level 4 At this level, an Orthodontic Technician would be competent in completing all the above duties with minimal supervision.

7.2 “**Dental Technician Advanced Level 1**” means a Dental Technician (as defined) who;

7.2.1 who has satisfied all the requirements as a Dental Technician Level 4, or who has had equivalent training according to the employer;

- 7.2.2 who is engaged in all aspects of crown and bridge work, or cast metal dentures, or orthodontics or advanced complete and partial denture construction; and
- 7.2.3 who has satisfied the employer by a practical trade test that he/she possesses a particular skill in which he/she seeks advancement.
- 7.3 **“Dental Technician Advanced Level 2”** means a Dental Technician (as defined); who in addition to meeting the requirements for a Dental Technician Advanced Level One, has satisfied the employer by a theoretical trade test that he/she possesses a particular skill in which he/she seeks advancement.
- 7.4 **“Trade Test”** means a test set by Dental Health Services comprising practical and/or theoretical components.

[7.5 varied by PR960565 ppc 28Jul05]

7.5 **“Union”** means the Liquor, Hospitality and Miscellaneous Union.

8. ANTI-DISCRIMINATION

- 8.1 It is the intention of the respondents to this award to achieve the principal object in s.3(g) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 8.2 Accordingly, in fulfilling their obligations under the dispute resolution clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 8.3 Nothing in this clause is to be taken to affect:
- 8.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- 8.3.2 junior rates of pay, until June 2000 or later date determined by the Commission in accordance with s143(1E) of the Act;
- 8.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- 8.3.4 the exemptions in s.170CK(3) and (4) of the Act.

9. ENTERPRISE FLEXIBILITY PROVISION

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

- 9.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the workplace shall be established.
- 9.2** For the purpose of the consultative process the employees may nominate the Union or another representative to represent them.
- 9.3** Where agreement is reached application shall be made to the Commission for the purposes of registration.

10. DISPUTE RESOLUTION PROCEDURE

10.1 In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:

- 10.1.1** The employee and their supervisor meeting and conferring on the matter; and
- 10.1.2** If the matter is not resolved at such a meeting, the parties shall arrange for further discussions between the employee and his or her nominated representative, if any, and more senior levels of management.
- 10.1.3** If the matter is still not resolved a discussion shall be held between representatives of the employer and the Union or other employee representative.
- 10.2** If the matter cannot be resolved it may be referred to the Commission.
- 10.3** While the parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.
- 10.4** To assist in the resolution of disputes at the workplace, an authorised employee representative will be granted leave of absence of up to 5 days per year, without loss of pay, to attend accredited courses that are specifically directed towards effective dispute resolution.
- 10.5** Any such training will be agreed between the employer and the individual employee.
- 10.6** Payment for leave will not include shift or penalty payments or overtime.

11. REGULAR PART TIME EMPLOYMENT

[11 substituted by PR906139 from 02Jul01]

- 11.1** An employee may be regularly employed to work less hours per week than those prescribed for a full-time employee.
- 11.2** Regular part time employees will be remunerated at a weekly rate pro rata to the rate prescribed for the class of work in which they are employed.
- 11.3** An employer may employ regular part time employees in any classification his award.
- 11.4** At the time of engagement the employer and regular part time employee will agree in writing, on a regular pattern of work, specifying at least the hours of work each day, which days of the week the employee will work and the actual starting and finishing times each day.
- 11.5** Any agreed variation to the regular pattern of work will be recorded in writing.
- 11.6** The employer must give the employee one days clear notice, during any roster period, of a proposed increase in hours. If the employee agrees to the increase in hours, then for the remainder of that roster the increased hours shall be considered to be the employee's ordinary hours of work.
- 11.7** An employer is required to roster a regular part time employee for a minimum of three consecutive hours on any shift. Exceptions to this clause are;
 - 11.7.1** Where special circumstances exist as agreed between the employer, the employee and the union, a period less than three hours shall apply; or
 - 11.7.2** Where that shift is for the provision of home and community care (HACC) duties within a rural health service, and where the regular client need is less than three hours the minimum shall be one hour per shift.
- 11.8** An employee who does not meet the definition of a regular part time employee and who is not a full time employee will be paid as a casual employee in accordance with clause 13.5.
- 11.9** All time worked in excess of the hours as mutually arranged, will be overtime and paid for at the rates prescribed in Clause 17 - Overtime, of this award.”

12. TERMINATION OF EMPLOYMENT

12.1 Notice of Termination by employer

- 12.1.1** In order to terminate the employment of a full time or regular part time employee the employer shall give to the employee the period of notice specified in the table below:

Period of continuous service**Period of Notice**

1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 12.1.2** In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 12.1.3** Payment in lieu of notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 12.1.4** In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated.
- 12.1.5** The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.
- 12.1.6** Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

12.2 Notice of termination by an employee

- 12.2.1** The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 12.2.2** If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

12.3 Time off during notice period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

13. CLASSIFICATIONS AND WAGE RATES

[13 corrected by PR906139; Classifications and Wage Rates title changed and substituted by PR919044; Wages title changed and substituted by PR929489 from 01Apr03]

13.1 The weekly rates of wage payable to employees covered by this award are expressed hereunder.

13.1.1 Technicians:

[13.1.1 substituted by PR934196 ppc 24Jun03; varied by PR947605; PR960565 ppc 28Jul05]

		Minimum Weekly Rate
		\$
(a) Dental Technician		
	Level 1	645.40
	Level 2	659.90
	Level 3	675.00
	Level 4	690.70
(b) Dental Technician Advanced Level One		717.90
(c) Dental Technician Advanced Level Two		742.40
(d) Apprentices: The weekly rate of wages shall be a % of the tradesperson's rate as defined below:		
(i) Four Year Term		%
	1st year of employment	42
	2nd year of employment	55
	3rd year of employment	75
	4th year of employment	88
(ii) Three and a Half Year Term		
	1st six months	42
	Next year	55
	Next following year	75
	Final year	88
(iii) Three Year Term		
	1st year of employment	55
	2nd year of employment	75
	3rd year of employment and thereafter	88

For the purposes of this part, "**Tradesperson's Rate**" means the total wage prescribed in paragraph 13.1.1 of this clause for the first year dental technician.

13.2 Incremental progression (ie. from Level 1 to Level 4) for the classification of Dental Technician shall be by annual increments based on the acquisition and utilisation of skills and knowledge through experience in the provision of dental technology as set out in clause 7 – **Definitions**.

[13.3 substituted by PR934196 PR947605; PR960565 ppc 28Jul05]

13.3 rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review—Wages June 2005* decision [PR002005]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

[13.4 varied by PR934196 PR947605; PR960565 ppc 28Jul05]

13.4 Where an employee is designated to be Technician in Charge in a dental laboratory with up to four Dental Technicians, that employee will be paid at the rate of \$21.24 per week in addition to the ordinary rate of wage payable under this clause.

13.5 Casual employees shall be paid at the rate of 20% in addition to the rates prescribed herein.

13.6 Where the term “**year of employment**” is used in this clause it means all service, irrespective of the classification with that employer.

14. HIGHER DUTIES ALLOWANCE

14.1. An employee who performs duties which carry a higher minimum rate than that which the employee usually performs will be entitled to the higher minimum rate while so employed.

14.2 Where an employee is engaged in the higher grade of work for more than two hours on any day or shift, the employee will be paid the higher rate for the whole day or shift.

14.3 An employee will not be paid a higher duties allowance when an employee acts in another position while the permanent employee is on a single accrued day off as prescribed by clause 16 Hours of Work.

15. PAYMENT OF WAGES

15.1 Wages will be paid fortnightly. Overtime and penalty rates where payable will be paid at least monthly.

15.2 Accompanying each pay advice will be a pay advice slip to be retained by the employee. On this slip the employer will detail the gross wages. Where practicable its composition; and show details of each deduction.

- 15.3** No deduction will be made from an employee's wages unless the employee has authorised the deduction in writing.
- 15.4** On termination of employment the employer will pay to the employee all monies payable to that employee before the employee leaves the place of employment or the same will be forwarded to the employee by post in the following week.
- 15.5** Wages will be paid by direct funds transfer to the credit of an account nominated by the employee at the bank, building society or credit union approved by the employer.
- 15.6** Where such form of payment is impractical and some exceptional circumstances exist, and by agreement between the employer and employee, payment by cheque may be made.
- 15.7** An employee who performs shift or weekend work irregularly may be paid shift or weekend work shift or weekend penalties during the pay period in which the work is performed.

16. HOURS OF WORK

- 16.1** The ordinary hours of work per week will be 37.5, worked on Monday to Friday inclusive, in accordance with a roster agreed between the employer and employees.

In reaching agreement pursuant to this clause, where the union has members at the enterprise covered by the award, the union must be informed of the intention by the employer to use the facilitative provision and must be given reasonable opportunity to participate in the negotiations. Union involvement in the process does not mean that the consent of the union is required prior to the introduction of a new work cycle.

- 16.2** All employees will be allowed one hour for lunch between the hours of 12.00 noon and 2.00pm.

17. OVERTIME

- 17.1** All work performed at the direction of the employer outside the ordinary hours of duty will be paid for at the rate of time and one half for the first two hours and double time thereafter. Provided that in the calculation of overtime each day shall stand alone.
- 17.2** The employer may require any employee to work reasonable overtime at overtime rates and the employee will work overtime according to the employer's requirements.
- 17.3** An employee who has completed his/her usual hours of duty and has left the job and who is subsequently recalled to work after the usual ceasing time will be paid a minimum of three hours at overtime rates.
- 17.4** Where the employer and employee agree, time off in lieu of overtime may be granted proportionate to the payment to which the employee is entitled. Time off in lieu is to be taken at a time mutually convenient to the employer and employee.

18. ANNUAL LEAVE

18.1 Entitlement

A full time employee is entitled to a period of four weeks consecutive annual leave for each twelve months of completed continuous service.

18.2 Payment for annual leave

18.2.1 Before starting any period of annual leave the employee will be paid for that period of leave at the rate of wage the employee would have received if they had not proceeded on leave.

18.2.2 Where an employee has performed higher duties for the greater period of the calendar month immediately preceding the leave, the higher rate of wage will be deemed the rate of wage the employee would have received had they not proceeded on leave.

18.2.3 In addition to the rates prescribed in this subclause, the employee will be paid a loading of 17.5% in addition to the rate of wage prescribed in clause 13 of this award.

18.2.4 Leave loading will not apply to pro rata annual leave on termination.

18.3 Leave in advance

An employee may, with the employer's agreement, be allowed to take the annual leave entitlement before it has accrued.

18.4 Taking annual leave in separate portions

18.4.1 Annual leave may be taken in two portions if requested by the employee, on the condition that no portion will be less than two consecutive weeks.

18.4.2 By agreement between the employer and employee, annual leave may be further split on one additional occasion on the condition that no portion shall be less than one week.

18.4.3 When an employee requests that their annual leave be split into two or three portions the employer will make every reasonable effort to accommodate the employee's request.

18.5 Absences affecting the accrual of annual leave

18.5.1 Employees continue to accrue annual leave while on:

18.5.1.1 annual leave

18.5.1.2 long service leave

18.5.1.3 observing a public holiday prescribed by this award

18.5.1.4 on the first three months of paid/unpaid sick leave

18.5.1.5 on the first six months of absence due to Worker's Compensation.

18.6 Annual leave payout or recovery on termination

18.6.1 If after one months continuous service in any twelve month qualifying period an employee leaves employment, or employment is terminated by the employer through no fault of the employee, the employee will be paid 2.88 hours at the ordinary rate of wage for each week of completed service.

18.6.2 If at termination an employee has taken more leave than has been accrued, the employee will pay back that leave. The employer may deduct any monies owing from the final pay.

18.7 Annual leave not applicable to casuals

The provisions of this clause shall not apply to casuals.

19. PUBLIC HOLIDAYS

19.1 Employees shall be entitled to the following public holidays without loss of pay:

19.1.1 New Year's Day; Australia Day; Good Friday; Easter Monday; Anzac Day; Labour Day; Foundation Day; Sovereign's Birthday; Christmas Day; Boxing Day; together with any other day which is declared a public holiday for the State Public Service in Western Australia; or such other day instead of any of these.

19.2 Where a public holiday in subclause 19.1.1 falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday, when boxing Day falls on a Sunday or Monday the holiday shall be observed on the next succeeding Tuesday.

19.3 When any of the days observed as a holiday in this clause falls during a period of annual leave the holiday or holidays shall be observed on the next succeeding work day or days as the case may be after completion of that annual leave.

19.4 An employee who is required to work on a public holiday during ordinary hours of work will be paid at the rate of double time and one half or if the employer agrees be paid for the time at time and a half and in addition be allowed to observe the holiday on a day mutually acceptable to the employer and employee.

19.5 When an employee is absent on leave without pay; sick leave without pay or worker's compensation, any day observed as a holiday on a day falling during such absence will not be treated as a paid holiday. Where the employee is on duty or available on the whole of the working day immediately preceding a holiday or resumes duty or is available on the whole of the working day immediately following a day observed as a holiday the employee will be entitled to be paid for the holiday.

19.6 This clause will not apply to casual employees.

20. PERSONAL LEAVE

20.1 Amount of Paid Personal Leave

20.2 Paid personal leave will be available to an employee when he or she is absent due to

20.2.1 personal illness or injury (sick leave); or

20.2.2 for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave), or

20.2.3 bereavement on the death of an immediate family or household member (bereavement leave).

20.3 The amount of personal leave to which an employee is entitled depends on how long he or she has worked for the employer and accrues as follows:

Length of time worked for the employer	Personal Leave (Hours)
Less than 1 month	16
1 month to less than three months	32
3 months to less than six months	48
Six months to less than twelve months	92
Each year thereafter	92

20.4 In any year unused personal leave accrues at the rate of the lesser of:

20.4.1 76 hours less the amount of sick leave taken from the current year's personal leave entitlement in that year; or

20.4.2 the balance of that year's unused personal leave.

20.5 Personal leave may accumulate to a maximum of 760 hours.

20.6 Immediate Family or Household

20.6.1 The entitlement to use personal leave for the purposes of carer's or bereavement leave is subject to the person being either:

20.6.1.1 a member of the employee's immediate family; or

20.6.1.2 a member of the employee's household.

20.6.2 The term "*immediate family*" includes:

20.6.2.1 spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

- 20.6.2.2 child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

20.7 Sick Leave

- 20.7.1 Sick leave is leave to which an employee other than a casual is entitled without loss of pay because of his or her personal illness or injury.

20.7.2 Entitlement

[20.7.2.1 substituted by PR906139 from 02Jul01]

- 20.7.2.1 A full time employee is entitled to claim up to 10 working days (76 hours) each year.

A regular part time employee will accrue paid sick leave based on the proportion of the number of hours worked each week bear to 37.5 hours per week.

- 20.7.2.2 After the first six months of service, an employee must be paid for any sick leave to which he or she was not entitled, due to insufficient service, up to a maximum of 76 hours.

- 20.7.2.3 Accumulated personal leave may be used as sick leave if the current sick leave entitlement is exhausted.

20.7.3 Employee must give notice

- 20.7.3.1 Other than in extraordinary circumstances notice of taking sick leave must be given to the employer within 24 hours of the commencement of the absence.

- 20.7.3.2 If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

- 20.7.3.3 If an employee is receiving workers' compensation payments, he or she is not entitled to sick leave.

20.7.4 Evidence supporting claim

- 20.7.4.1 Employees will not be entitled to paid sick leave unless they provide reasonable proof of the sickness to the employer. The employer is not entitled to ask for a medical certificate for absences of less than three consecutive working days unless the total of such absences exceed five days in any one anniversary year.

20.7.5 The effect of worker's compensation

If an employee is receiving worker's compensation payments, he or she is not entitled to sick leave.

20.8 Bereavement Leave

20.8.1 An employee other than a casual is entitled to use up to two days personal leave as bereavement leave on any occasion on which a member of the employee's immediate family or household in Australia dies.

20.8.2 When an employee has exhausted all personal leave entitlements, including accumulated entitlements, he or she is entitled to up to two days unpaid bereavement leave.

20.8.3 The employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household.

20.9 Carer's Leave

20.9.1 An employee other than a casual is entitled to use up to 40 hours personal leave each year to care for members of his or her immediate family who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take Carer's Leave when another person has taken leave to care for the same person.

20.9.2 Before taking Carer's Leave an employee must give at least two hours notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.

20.9.2.1 The notice must include the name of the person requiring care and support and his or her relationship to the employee; the reasons for taking such leave; and the estimated length of absence.

20.9.2.2 If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

20.9.3 The employee must if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

20.9.4 An employee may take unpaid carer's leave by agreement with the employer.

21. LONG SERVICE LEAVE

- 21.1** The Long Service Leave provisions applicable to salaried officers covered by the Hospital Salaried Officers Award 1968 as amended and replaced from time to time will apply to employees covered by this award.
- 21.2** Any qualifying service prior to 1 January 1978 for the second period of long service leave shall be calculated on a ten year qualifying period basis but all qualifying service after 1 January 1978 shall be calculated on a seven year qualifying period basis.

22. PARENTAL LEAVE

The provisions of this clause apply to full time and regular part time employees, but do not apply to casual employees.

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

22.1 Definitions

- 22.1.1** For the purpose of this clause 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 who is placed with the employee for the purposes of adoption, other than a child or step child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 22.1.2** Subject to clause 22.1.3, in this clause, spouse includes a defacto or former spouse.
- 22.1.3** In relation to clause 22.5, spouse includes a de facto spouse but does not include a former spouse.

22.2 Basic entitlement

- 22.2.1** After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis 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.
- 22.2.2** Subject to 22.3.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 22.2.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - 22.2.2(b)** for adoption leave, an unbroken period of up to three weeks at a time of the placement of the child.

22.3 Maternity Leave

- 22.3.1** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are;
- 22.3.1(a)** of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;
 - 22.3.1(b)** of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks.
- 22.3.2** When the employee gives notice under 22.3.1(a) the employee must also provide a statutory declaration stating particulars of any paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 22.3.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 22.3.4** Subject to clause 22.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 22.3.5** 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.
- 22.3.6 Special maternity leave**
- 22.3.6(a)** Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
 - 2.3.6(b)** Where an employee is suffering from an illness not related to the direct consequences of confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave
 - 22.3.6(c)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

22.3.7 Where leave is granted under clause 22.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

22.4 Paternity Leave

22.4.1 An employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave, with;

22.4.1(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

22.4.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

22.4.1(c) a statutory declaration stating:

22.4.1(c)(i) he will take that period of paternity leave to become the primary care giver of a child;

22.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

22.4.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

22.4.2 The employee will not be in breach of clause 22.4.1 if the failure to give the required period of notice is because of the birth of the child occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

22.5 Adoption Leave

22.5.1 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.

22.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

22.5.2(a) the employee is seeking adoption leave to become the primary care giver of the child;

22.5.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

22.5.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

22.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

22.5.4 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 the time not exceeding four weeks from receipt of notification for the employee's return to work.

22.5.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

22.5.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

22.6 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 to be notified at least four weeks prior to the commencement of the changed arrangements.

22.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

22.8 Transfer to a safe job

22.8.1 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.

22.8.2 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 for such period as is certified necessary by a registered medical practitioner.

22.9 Returning to work after a period of parental leave

- 22.9.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 22.9.2** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 22.8, the employee will be entitled to return to the position they held immediately before such transfer.
- 22.9.3** Where 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.

22.10 Replacement employees

- 22.10.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 22.10.2** Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

23. LEAVE TO ATTEND INDUSTRIAL PROCEEDINGS

- 23.1** The employer will grant paid leave during ordinary working hours at the ordinary rate of pay to an employee who is required to give evidence before any industrial tribunal. The granting of leave will only be approved:
- 23.1.1** where an application for leave has been submitted by an employee a reasonable time in advance;
- 23.1.2** for the minimum period necessary for evidence to be given;
- 23.1.3** for those employees whose attendance is essential;
- 23.1.4** when the operation of the organisation is not unduly affected and the convenience of the employer impaired.
- 23.1.5** The employer will not be liable for any expenses associated with an employee attending an industrial proceeding.

24. JURY SERVICE

- 24.1** An employee other than a casual employee required to attend for jury service during their ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of the ordinary wage they would have received Monday to Friday in respect of the ordinary time they would have worked if they had not been on jury service.
- 24.2** An employee shall notify the employer as soon as possible of the date on which they are required to attend for jury service.
- 24.3** The employee shall give the employer proof of attendance, the duration of such attendance, and any amount paid in respect of such jury service.

25. FARES AND TRAVELLING ALLOWANCE

- 25.1** Where an employee is required and authorised to work outside their usual place of employment the employer will pay the employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause 25.2.
- 25.2** Where an employee is required and authorised to use their own vehicle in the course of their duties they shall be paid an allowance as prescribed by subclause 25.5.
- 25.3** Where an employee during the course of a journey travels through two or more of the separate areas, payment will be made at the appropriate rate for each of the areas traversed.
- 25.4** A year, for the purposes of this clause will commence on the first day of July and end on the thirtieth day of June next following.

25.5 Rates of hire for use of employee's own vehicle on employer's business:

[25.5 substituted by AW808167 PR907530; PR943992 ppc 23Feb04]

Motor Vehicle Allowances

Area and Details	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc	1600cc & under
	Cents per kilometre		
Metropolitan Area	69.0	58.9	48.9
South West Land Division	71.5	61.1	51.0
North of 23.5 degree South Latitude	78.7	67.3	56.4
Rest of State	73.7	62.9	52.4

Motor Cycle Allowances

Distance Travelled During a Year on Official Business	Rate
Rate per Kilometre (cents)	23.9

26. PROTECTIVE CLOTHING/LAUNDRY ALLOWANCE

[26.1 varied by PR934196 PR947605; PR960565 ppc 28Jul05]

26.1 All washable clothing forming part of the uniforms supplied by the employer shall be laundered free of cost to the employee. Provided that in lieu of such free laundering the employer may pay the employee \$1.38 per week to partly cover the cost of same.

26.2 Where the employer requires an employee to wear any special or protective clothing or uniform the employer must reimburse the employee for the cost of purchasing such special or protective clothing or uniform. The provisions of this clause do not apply where the special protective clothing or uniform is supplied to the employee or paid for by the employer.

SCHEDULE A – RESPONDENT

[Sched A deleted by by PR929489 from 01Apr03]

** end of text **