

AN160160 – Hospital Employees' (Perth Dental Hospital) Award 1971

This AIR consolidated award reproduces the former State award Hospital Employees' (Perth Dental Hospital) Award 1971 as at 27 March 2006.

About this Award:

Formerly award HOS003 of the Western Australian Industrial Relations Commission.

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Hospital Employees' (Perth Dental Hospital) Award 1971

1. - TITLE

This award shall be known as the "Hospital Employees' (Perth Dental Hospital) Award 1971" and replaces Award No. 14 of 1966.

1B. - MINIMUM ADULT AWARD WAGE

(1) No adult employee shall be paid less than the Minimum Adult Award Wage unless otherwise provided by this clause.

(2) The Minimum Adult Award Wage for full time adult employees is \$484.40 per week payable on and from 7th July 2005.

(3) The Minimum Adult Award Wage of \$484.40 per week is deemed to include all arbitrated safety net adjustments from State Wage Case decisions.

(4) Unless otherwise provided in this clause adults employed as casuals, part time employees or pieceworkers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the Minimum Adult Award Wage according to the hours worked.

(5) Juniors shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the Minimum Adult Award Wage of \$484.40 per week.

(6) (a) The Minimum Adult Award Wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate.

(b) Liberty to apply is reserved in relation to any special categories of employees not included here or otherwise in relation to the application of the Minimum Adult Award Wage.

(7) Subject to this clause the Minimum Adult Award Wage shall -

(a) apply to all work in ordinary hours.

(b) apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

(8) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for adult employees payable under the 2005 State Wage Case Decision. Any increase arising from the insertion of the minimum adult award wage will 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 enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum adult award wage.

(9) Adult Apprentices

(a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or over, shall not be paid less than \$406.70 per week.

(b) The rate paid in paragraph (a) above is payable on superannuation and during any period of paid leave prescribed by this Award.

(c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

(d) Nothing in this clause shall operate to reduce the rate of pay fixed by this award for an adult apprentice in force immediately prior to 5th June 2003.

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3. - AREA AND SCOPE

This award shall apply to the classifications of workers mentioned herein employed in the Perth Dental Hospital and clinics thereof.

4. - TERM

This award shall operate for a period of three years from the date hereof.

5. - DEFINITIONS

(1) "Dental Technician Advanced Level One" shall mean an employee:

(a) who has had at least four years experience as a dental technician other than as an apprentice or who has had training deemed by his/her employer to be equivalent thereto; and

(b) who is engaged in all aspects of crown and bridge work, or cast metal dentures, or orthodontics or advanced completed and partial denture construction; and

(c) who has satisfied the employer by a practical trade test that he/she possesses particular skill in the field in which he/she desires advancement.

(2) "Dental Technician Advanced Level Two" shall mean an employee who in addition to meeting the requirements set out in subclause (1) hereof has satisfied the employer by a theoretical trade test that he/she possesses particular skill in the field in which he/she desires advancement.

(3) "Trade Test" shall mean a test set by Perth Dental Hospital comprising practical and/or theoretical components.

(4) "Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union, Western Australian Branch.

6. - NO REDUCTION

Nothing contained in this award shall operate to reduce the wages paid to any worker at the date of this award.

7. - CONDITIONS AND ALLOWANCES

The provisions of the Miscellaneous Government Conditions and Allowances Award No. A 4 of 1992 shall apply mutatis mutandis to all employees covered by this award.

8. - ENGAGEMENT AND DISMISSAL

(1) Two weeks' notice of termination of service shall be given by either side: Provided that a worker may be summarily dismissed for misconduct, in which case he shall be paid up to time of dismissal only.

(2) An employer may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training, including work which is incidental or peripheral to the employee's main tasks or functions.

9. - HOURS OF DUTY

(1) The ordinary hours per week shall be 37.5, worked on Monday to Friday inclusive in accordance with a roster agreed to by the Union, the employees and the employer.

(2) All employees shall be allowed one hour for lunch between the hours of 12.00 noon and 2.00 p.m.

(3) Any dispute between an employer and the Union concerning the operation of this clause shall be referred to the W.A. Industrial Commission.

10. - OVERTIME

(1) All work performed at the direction of the employer outside the ordinary hours of duty, shall 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.

(2) The employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirements.

(3) A worker who has completed his usual hours of duty and has left the job and who is recalled to work after the usual ceasing time shall be paid a minimum of three hours at overtime rates.

(4) Where it is mutually agreed between the employee and the employer time off in lieu of overtime may be granted proportionate to the payment to which an employee is entitled. Such time off is to be taken at a time convenient to the employer and employee.

11. - ANNUAL LEAVE

(1) Except as hereinafter provided a period of four consecutive weeks' leave shall be allowed to an employee by his employer after each period of 12 months' continuous service with such employer.

(2) Prior to commencing any period of annual leave, such worker shall be paid for that period of annual leave at the rate of wage the worker would have received had she/he not proceeded on leave, provided that:

(a) Where an employee, for the greater portion of the calendar month prior to taking annual leave performs duties in a classification which, for the same year of employment, carries a higher rate than that which the employee usually performs, the rate of wage payable to that higher classification shall be deemed to be the rate of wage the employee would have received had he not proceeded on leave.

(b) In addition to the rates prescribed in this subclause, a worker shall be paid a loading of 17.5 per cent in addition to the rate of wage prescribed in Clause 19. - Wages of this award.

Provided that the loading prescribed by this subclause shall not apply to pro rata annual leave on termination.

(3) An employee may, with the approval of the employer, be allowed to take the annual leave prescribed by this clause before the completion of 12 months' continuous service as prescribed by subclause (1) of this clause.

(4) (a) If after one month's continuous service in any qualifying 12 monthly period an employee leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.88 hours' pay, at his/her ordinary rate of wage as prescribed in subclause (2) of this clause in respect of each completed week of continuous service.

(b) If the services of an employee terminate and the employee has taken a period of leave in accordance with subclause (3) of this clause and if the period of leave so taken exceeds that which would become due pursuant to paragraph (a) of this subclause, the employee shall be liable to pay the amount representing the difference between the amount received by him for the period of leave taken in accordance with subclause (3) of this clause and the amount which would have accrued in accordance with paragraph (a) of this subclause. The employer may deduct this amount from monies due to the employee by reason of the other provisions of this award at the time of termination.

(c) In addition to any payment to which he may be entitled under this subclause, an employee whose employment terminates after he has completed a 12 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 unless he has been justifiably dismissed for misconduct and the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.

(5) (a) The annual leave prescribed in this clause may be taken in two portions, if so requested by the employee, provided that no portion shall be less than two consecutive weeks.

(b) By mutual agreement between the employer and the employee, the annual leave may be further split on one additional occasion, provided that no portion shall be less than one week.

(c) When an employee requests that his annual leave be split into two or three portions the employer shall make every reasonable endeavour to accommodate the wishes of the employee.

(6) When computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period an employee is on annual leave, long service leave, observing a public holiday prescribed by this award, absent through sickness with or without pay except for that portion of an absence that exceeds three months or absent on workers' compensation except for that portion of an absence that exceeds six months in any year.

(7) The provisions of this clause shall not apply to casual employees.

12. - PUBLIC HOLIDAYS

(1) The following days or the days observed in lieu thereof shall, subject as hereinafter provided, be allowed as holidays without deduction of pay namely New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day together with any other day which is declared a public holiday for the State Public Service in Western Australia. 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.

(2) (a) Where any of the days mentioned in subclause (1) hereof 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 a Monday the holiday shall be observed on the next succeeding Tuesday.

(b) 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.

(3) Any worker, who is required to work on the day observed as a holiday as prescribed in this clause in his normal hours of labour or ordinary hours in the case of a shift worker shall be paid for the time worked at the rate of double time and a half or if the employer agrees be paid for the time worked at the rate of time and a half and in addition be allowed to observe the holiday on a day mutually acceptable to the employer and the worker.

(4) When a worker 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 shall not be treated as a paid holiday. Where the worker 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 as prescribed by this clause the worker shall be entitled to be paid for such holiday.

(5) This clause shall not apply to casual workers.

13. - SICK LEAVE

(1) (a) A worker shall be entitled to payment for non-attendance on the grounds of personal ill-health or injury for one-sixth of a week's pay for each completed month of service.

(b) Payment hereunder may be adjusted at the end of each accruing year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.

(2) The unused portion of the entitlement prescribed in paragraph (a) hereof in any accruing year shall be allowed to accumulate and may be availed of in the next year or any succeeding year.

(3) In order to acquire entitlement to payment in accordance with this clause the worker shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his illness or injury and the estimated duration of the absence. Provided that such advice other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.

(4) No worker shall be entitled to the benefit of this clause unless he produces proof to the satisfaction of the employer or his representative of such sickness provided that the employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.

(5) (a) Subject to the provisions of this subclause, the provisions of this clause apply to a worker who suffers personal ill health or injury during the time when he is absent on annual leave and a worker may apply for and the employer shall grant paid sick leave in place of paid annual leave.

(b) Application for replacement shall be made within seven days of resuming work and then only if the worker was confined to his place of residence or an hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the worker of the obligation to advise the employer in accordance with subclause (3) of this clause, if he is unable to attend for work on the working day next following his annual leave.

(c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the worker was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.

(d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the worker or, failing agreement, shall be added to the worker's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of clause 11 - Annual Leave.

(e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in clause 11 - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.

(6) The provisions of this clause with respect to payment do not apply to workers who are entitled to payment under the Workers' Compensation Act nor to workers whose illness or injury is the result of the worker's own misconduct.

- (7) The provisions of this clause do not apply to casual workers.
- (8) A rostered worker, proceeding on sick leave, shall be paid the shift and weekend penalties he would have received had he not proceeded on sick leave.
- (9) (a) An employee shall be paid the wages he would have received had he not proceeded on sick leave and shall have the accrued entitlement to paid sick leave reduced by the time the employee is absent from work on account of paid sick leave.
- (b) An employee shall not be entitled to claim payment for non-attendance on the ground of personal ill-health or injury nor will the employee's sick leave entitlements be reduced if such personal ill-health or injury occurs on a day when an employee is absent on an Accrued Day Off in accordance with the provisions of subclauses (1) and (2) of Clause 9. - Hours of Duty of this award.
- (10) An employee whilst on paid sick leave shall continue to accrue an entitlement to an Accrued Day Off as prescribed in subclauses (1) and (2) of Clause 9. - Hours of Duty of this award.
- (11) Any sick leave entitlement accumulated as at January 1, 1985 shall be adjusted in hours in the ratio of 38 to 40.

14. - LONG SERVICE LEAVE

- (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 shall apply to employees covered by this award.
- (2) Any qualifying service prior to 1 January, 1978 for the second period of long service leave, shall be calculated on a 10 year qualifying period basis but all qualifying service after 1 January, 1978 shall be calculated on a seven year qualifying period basis.

15. - PROTECTIVE CLOTHING AND UNIFORMS

- (1) The employer shall supply suitable protective clothing where it is warranted.
- (2) The employer shall supply uniforms where he/she requires particular items of clothing to be worn.
- (3) (a) Protective clothing and/or uniforms supplied under subclauses (1) and (2) of this clause shall be laundered free of charge and remain the property of the employer.
- (b) Provided that in lieu of such free laundering the employer may pay the employee an allowance. The amount of such allowance shall be agreed upon between the Union and the employer or, failing agreement, as may be determined by the Board of Reference.

16. - DISTANT WORK

The present practices with respect to payment of expenses on distant work shall be continued.

17. - HIGHER DUTIES ALLOWANCE

- (1) An employee who performs duties which carry a higher minimum rate than that which such employee usually performs shall be entitled to the higher minimum rate while so employed.

(2) Where such employee is engaged in the higher grade of work for more than two hours on any day or shift, the employee shall be paid the higher rate for the whole day or shift.

(3) Notwithstanding the provisions of this clause payment for higher duties shall not apply to an employee required to act in another position whilst the permanent employee is on a single Accrued Day Off as prescribed by subclause (1) of Clause 9. - Hours of Duty of this award.

18. - APPRENTICES

(1) Subject to the provisions of this clause, the Apprenticeship Regulations made on the 30th January 1964 (hereinafter referred to as "the Apprenticeship Regulations") are incorporated in and form part of this award.

(2) Apprentices may be taken to the trade of dental technician in the proportion of one apprentice to every two or fraction of two journeymen, provided that a dentist may himself be regarded as a journeyman for the purpose of this subclause.

(3) No minor shall be employed as an apprentice unless he has completed the tenth year of schooling and has obtained an Achievement Certificate in such subjects as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, when the period of apprenticeship shall be four years.

(4) Where the apprentice has completed the eleventh year of schooling and has obtained the Achievement Certificate in such subjects as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, he may be allowed a credit to reduce the period to three and a half years.

(5) Where the apprentice has completed the twelfth year of schooling and has obtained the Tertiary Entrance Examination in such subjects as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, he may be allowed a credit to reduce the period to three years.

(6) A minor who has satisfactorily completed an approved pre-apprenticeship course conducted by the Technical Education Division of the Education Department may be indentured as an apprentice under this award on a three year term of apprenticeship.

(7) (a) Apprentices who have completed a Pre-Apprenticeship course and are eligible to be offered a reduced term of apprenticeship of three years are required by the Industrial and Commercial Act 1975-80 to attend 8 hours Technical tuition per week at Mount Lawley College of T.A.F.E. for the first and second years of their apprenticeship.

(b) Apprentices who are employed without undertaking or completing a Pre-Apprenticeship course for a four year term are required by the Industrial and Commercial Act 1975-80 to attend Mount Lawley College of T.A.F.E. for eight hours' technical tuition per week for the first, second and third years of their apprenticeship.

(8) Notwithstanding the provisions regarding probationership, no junior who is employed on work for which an apprenticeship is provided shall continue in employment except as a registered apprentice after a period of six months shall have elapsed from the date hereof.

19. - WAGES

(1) Technicians:

	Per Week \$	Arbitrated Safety Net Adjustments \$	Base Rate \$
(a) Dental Technician			
1st year of employment	486.40	159.00	645.40
2nd year of employment	500.90	159.00	659.90
3rd year of employment	516.00	159.00	675.00
4th year of employment and thereafter	531.70	159.00	690.70
(b) Dental Technician Advanced			
Level One			
1st year of employment	508.60	159.00	667.60
2nd year of employment	522.10	159.00	681.10
3rd year of employment	536.30	159.00	695.30
4th year of employment and thereafter	558.90	159.00	717.90
(c) Dental Technician Advanced			
Level Two			
1st year of employment	531.70	159.00	690.70
2nd year of employment	548.00	159.00	707.00
3rd year of employment	565.70	159.00	724.70
4th year of employment and thereafter	583.40	159.00	742.40

(d) Apprentices: The weekly rate of wage shall be a percentage of the tradesperson's rate as under:

(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 (1)(a) of this clause for the first year dental technician.

(e) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

(2) Where an employee is designated to be Technician in Charge of one of the following dental laboratories, that employee shall be paid at the rate of \$19.75 per week in addition to the ordinary rate of wage prescribed by this clause.

- Orthodontic Laboratory Clinic
- North Perth Clinic
- Liddell Clinic
- Gustafsen Clinic
- Sir Charles Gairdner Hospital Clinic
- Bunbury Clinic
- Albany Clinic
- Warwick Dental Clinic
- Rockingham Dental Clinic
- Mount Henry Dental Clinic

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

(4) Where the term "year of employment" is used in this clause, it shall mean all service, irrespective of classification with that employer.

20. - PART-TIME WORKERS

Notwithstanding anything contained in this award, employees may be regularly employed to work less hours per week than are prescribed in Clause 9. - Hours of Duty hereof, and such employees shall be remunerated at a weekly rate pro rata to the rate prescribed for the class of work on which they are engaged, in the proportion which their hours of work bear to the hours fixed by Clause 9.

21. - DISPUTE SETTLEMENT PROCEDURES

(1) PREAMBLE

Subject to the provisions of the Industrial Relations Act, 1979 (as amended) any grievance, complaint or dispute, or any matter raised by the Union or a respondent employer and his/her employees, shall be settled in accordance with the procedures outlined herein.

The parties agree that no bans, stoppages or limitations will be imposed prior to, or during the time this procedure is being followed.

(2) PROCEDURE

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed:

(a) The employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within 48 hours, refer the matter to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly.

(b) The senior officer shall, if able, answer the matter raised within five days of it being referred and if the senior officer is not so able, refer the matter to the employer for his/her attention, and the employee(s) shall be advised accordingly.

(c) (i) If the matter has been referred in accordance with paragraph (b) above the employee(s) or the shop steward shall notify the Union Secretary (W.A. Branch) or nominee, to enable the opportunity of discussing the matter with the employer.

(ii) The employer shall, as soon as practicable after considering the matter before it, advise the employee(s) or, where necessary the Union of its decision. Provided that such advice shall be given within 21 days of the matter being referred to the employer.

(d) Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the Western Australian Industrial Relations Commission.

(e) Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the period specified in (2)(a), (b) or (c)(ii).

(3) DISCIPLINARY PROCEDURE

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

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

The first two reprimands shall take the form of warnings and, if given verbally, shall be confirmed in writing as soon as practicable after the giving of the reprimand.

Should it be necessary, for any reason, to reprimand an employee three times in a period not exceeding 12 months continuous service, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with the provisions of this award.

The above procedure is meant to preserve the rights of the individual employee, but it shall not, in any way, limit the right of the employer to summarily dismiss an employee for misconduct.

(4) ACCESS TO THE INDUSTRIAL RELATIONS COMMISSION

The settlement procedures provided by this clause shall be applied to all manner of disputes referred to in subclause (1) hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.

The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

(5) PROVISION OF SERVICES

The Union recognise that the Health Department and the teaching hospitals have a statutory and public responsibility to provide health care services without any avoidable interruptions.

This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by hospital management.

Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within hospitals.

(6) INDUSTRY WIDE ISSUES

In resolving issues of an industry wide nature discussions will commence at the level specified in (2)(c)(i) above between the appropriate Union official and the Manager, Industrial Relations, Health Department or his/her nominee.

(7) DEFINITIONS

For the purpose of this procedure:

"employer" means the officer nominated at each work site.

"senior officer" means an officer nominated by management.

"industry wide issues" include issues affecting more than one work site or claims seeking variations to an award.

"work site" means as agreed between the parties.

(8) CLASSIFICATION STRUCTURE IMPLEMENTATION

The parties to this award are committed to implementing a new wage and classification structure.

To allow this to occur in an orderly and efficient manner the parties agree that when the award is varied to insert a new wage and classification structure, the disputes settling procedure clause will be varied to provide a mechanism for dealing with claims by existing employees on the appropriateness of their classification in the new structure.

(9) BREACH OF PROCEDURE

The parties acknowledge that this procedure formed part of the package which justified the payment of the increases available under the Structural Efficiency Principle.

Accordingly, the parties agree that if either party is of the view that the other party is in breach of this procedure, the matter will be referred to the Western Australian Industrial Relations Commission for it to determine:

(a) whether a breach of the procedure has occurred; and

(b) subject to (a) above, the appropriateness of the continued provision of the benefits provided under the Structural Efficiency Principle or any other action considered appropriate by the Commission.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENTS

(1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).

(2) Any dispute or grievance procedure in this award/industrial agreement shall also apply to any questions, disputes or difficulties which may arise under it.

(3) With effect from 22 November 1997 the dispute or grievance procedures in this award/industrial agreement is hereby varied to include the requirement that persons involved in the question, dispute or difficulty will confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.

SCHEDULE A - PARTIES TO THE AWARD

The following organisation is a party to this award:

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch

SCHEDULE B - RESPONDENT

Board of Management, Perth Dental Hospital

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