



Government of **Western Australia**  
Department of **Health**

Carolyn Smith  
Secretary  
United Workers Union (WA)  
Level 2, 54 Cheriton Street  
PERTH WA 6000

Via email: [carolyn.smith@unitedworkers.org.au](mailto:carolyn.smith@unitedworkers.org.au)

Dear Ms Smith

**CLAUSE 20 OF THE WA HEALTH SYSTEM – UNITED WORKERS UNION (WA) – HOSPITAL SUPPORT WORKERS INDUSTRIAL AGREEMENT 2022**

The United Workers Union (WA) (**UWU**) has brought it the attention of System-wide Industrial Relations (**SWIR**) that an error, by way of omission, is contained in clause 20 – Recovery of Underpayments and Overpayments of the WA Health System – United Workers Union (WA) – Hospital Support Workers Industrial Agreement 2022 (**Agreement**).

Specifically, subclauses 20.1(a)(i) and (ii) have been omitted from the registered version of the Agreement. Based upon recent correspondence between SWIR and UWU, it has been established it was not the intention of either party to delete these subclauses when clause 20 was carried over from the previous 2020 Agreement.

SWIR will advise Health Support Services and health services providers that application of subclauses 20.1(a)(i) and (ii) of the 2020 Agreement is to continue. As such, where underpayments are identified, they are to be rectified as soon as practicable and no later than in the next pay period following the date the error was identified. A full copy of clause 20, with the two omitted subclauses highlighted, is at **Attachment A** for your reference.

A copy of this correspondence will be uploaded on to the Department of Health Awards and Agreements webpage, alongside the industrial agreement, to ensure consistency of application across WA Health.

If you have further queries regarding the above, or any matters arising which cannot be resolved directly with the health service providers, please do not hesitate to contact me.

Yours sincerely

Joshua Chapman  
**A/DIRECTOR**  
**SYSTEM-WIDE INDUSTRIAL RELATIONS**

14 April 2023

Cc *Kevin Sneddon, Public Sector Coordinator, United Workers Union (WA)*

189 Royal Street East Perth Western Australia 6004  
Telephone (08) 9222 4222 TTY 133 677  
PO Box 8172 Perth Business Centre Western Australia 6849  
ABN 28 684 750 332  
[www.health.wa.gov.au](http://www.health.wa.gov.au)

EXCERPT FROM THE WA HEALTH SYSTEM – UNITED WORKERS UNION (WA) –  
HOSPITAL SUPPORT WORKERS INDUSTRIAL AGREEMENT 2022

CORRECTED CLAUSE

**20. RECOVERY OF UNDERPAYMENTS AND OVERPAYMENTS**

20.1 Underpayments

- (a) Where an employee is underpaid in any manner
  - (i) **the Employer will, once the Employer is aware of the underpayment, rectify the error as soon as practicable;**
  - (ii) **where possible the underpayment will be rectified no later than in the pay period immediately following the date on which the Employer is aware that an underpayment has occurred;**
  - (iii) where the underpayment exceeds 5% of the gross wage paid to the employee that fortnight, the employee will be paid by way of a special payment as soon as practicable.
- (b) The Employer will compensate an employee for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from the bank account into which an employee's salary is paid.
- (c) Nothing in this clause will be taken as precluding the employee's legal right to pursue recovery of underpayments.

20.2 Overpayments

- (a) The Employer has an obligation under the *Financial Management Act 2006* (WA) to account for public monies. This requires the Employer to recover overpayments made to an employee.
- (b) Any overpayment will be repaid to the Employer within a reasonable period of time.
- (c) Where an overpayment is identified and proven, the Employer will provide the employee with the written details of the overpayment and notify the employee of the intent to recover the overpayment.
- (d) Where the employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and employee.
- (e) If agreement on a repayment schedule cannot be reached within a reasonable period of time, the Employer may deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:
  - (i) the Employer may not deduct or require an employee to repay an amount exceeding 5% of the employee's net pay in any one pay period without the employee's agreement; and

## ATTACHMENT A

- (ii) where necessary, the Employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.
- (f) If the employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with Clause 54 - Dispute Settlement Procedure. No deductions relating to the overpayment will be made from the employee's pay while the matter is being dealt with in accordance with the dispute settlement procedure.
- (g) Nothing in this clause will be taken as precluding the Employer's legal right to pursue recovery of overpayments.
- (h) Where an Employer alters the pay cycle or pay day, any consequential variations to an employee's fortnightly salary and/or payments to compensate will not be considered an overpayment for the purposes of this clause.