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CIRCULAR TO DEPARTMENTS AND AUTHORITIES NO. 5 OF 2004

GOVERNMENT OFFICERS SALARIES, ALLOWANCES AND CONDITIONS GENERAL AGREEMENT 2004 - PSAAG 10 of 2004

On 23 August 2004 the Western Australian Industrial Relations Commission (WAIRC) registered the Government Officers Salaries, Allowances and Conditions General Agreement 2004. This General Agreement replaces the Government Officers Salaries, Allowances and Conditions General Agreement 2002.

Copies of the order, the General Agreement, salary schedules which are to be applied, and implementation guidelines and explanatory notes are attached.

Departments and Authorities are now to implement the General Agreement in accordance with its terms and conditions.

The following effective dates apply to the General Agreement:

- a) the General Agreement is effective from 23 August 2004. The nominal expiry date is 25 February 2006;
- b) the first salary increase shall operate from the beginning of the first pay period commencing on or after 26 February 2004 and the second salary increase shall operate from the beginning of the first pay period commencing on or after 26 February 2005;
- c) higher duties operate from the beginning of the second pay period commencing on or after 26 February 2004;
- d) personal leave operates on and from 23 August 2004;
- e) flexible working arrangements operate on and from 23 August 2004; and
- f) shift work allowance and penalty shall operate as follows:
 - i) the increase of the shift work allowance for night shift shall operate on and from 23 August 2004; and
 - ii) the increase of the Sunday penalty shall operate on and from 23 August 2004.

Agencies are advised that a copy of the General Agreement will be available from the WAIRC Internet site found at www.wairc.wa.gov.au.

Employees whose employment ceased prior to 23 August 2004 are not entitled to the retrospectivity of salaries or conditions under this General Agreement.

There are also consequential amendments to the Government Officers Salaries, Allowances and Conditions Award 1989 which apply from the date of operation of the General Agreement. Please refer to Award Circular: Government Officers Salaries, Allowances and Conditions Award 1989 - Circular 3 of 2004, for a copy of the WAIRC order amending the Award.

Should you require further information about the General Agreement please contact your DOCEP Labour Relations Adviser.

**JEFF RADISICH
EXECUTIVE DIRECTOR
LABOUR RELATIONS**

27 August 2004

**GOVERNMENT OFFICERS SALARIES, ALLOWANCES AND CONDITIONS
GENERAL AGREEMENT 2004**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES ANIMAL RESOURCES CENTRE AND OTHERS

-and-

THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA
INCORPORATED

CORAM COMMISSIONER P E SCOTT
PUBLIC SERVICE ARBITRATOR

DATE OF ORDER FRIDAY, 27 AUGUST 2004

FILE NO PSAAG 10 OF 2004

CITATION NO. 2004 WAIRC 12557

Result Agreement registered

Order

HAVING heard Mr M Finnegan on behalf of the Civil Service Association of Western Australia Incorporated and Ms E Ward and with her Mr R de Blank on behalf of the respondents listed in Schedule A of the Agreement, and by consent, the Public Service Arbitrator, pursuant to the powers conferred under the Industrial Relations Act, 1979, hereby orders:

THAT the Government Officers Salaries, Allowances and Conditions General Agreement 2004 in the terms of the following schedule be registered on the 23rd day of August 2004 and shall replace the Government Officers Salaries, Allowances and Conditions General Agreement 2002 (No. PSA AG 25 of 2002).

COMMISSIONER P E SCOTT
PUBLIC SERVICE ARBITRATOR

SCHEDULE

**GOVERNMENT OFFICERS SALARIES,
ALLOWANCES AND CONDITIONS**

GENERAL AGREEMENT 2004

1. TITLE

This General Agreement shall be known as the Government Officers Salaries, Allowances and Conditions General Agreement 2004 and replaces the Government Officers Salaries, Allowances and Conditions General Agreement 2002.

2. ARRANGEMENT

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Schedule 2 Salaries – Specified Callings

Schedule 3 Agency Specific Agreements

Schedule 4 Expired Enterprise Bargaining Agreements

Schedule 5 Parties to the General Agreement

3. DEFINITIONS

3.1 For the purposes of the General Agreement the following definitions shall apply:

- a) "Agency" means the respondent public authority listed in Schedule 5.
- b) "Agency Specific Agreement" means an industrial agreement developed in accordance with Clause 9, which will be read in conjunction with the General Agreement and Award.
- c) "Award" means the Government Officers Salaries, Allowances and Conditions Award 1989.
- d) "DPC" means the Department of the Premier and Cabinet.
- e) "DOCEP" means the Department of Consumer and Employment Protection.
- f) "Employees" means Government Officers within the meaning of the *Industrial Relations Act 1979*.
- g) "Employers" means Employing Authorities listed in Schedule 5.
- h) "Enterprise Bargaining Agreement" means the Agreements listed in Schedule 4.
- i) "General Agreement" means the Government Officers Salaries, Allowances and Conditions General Agreement 2004.
- j) "Union" means the Civil Service Association of Western Australia Incorporated.
- k) "WAIRC" means the Western Australian Industrial Relations Commission.

4. PURPOSE OF GENERAL AGREEMENT

4.1 The parties agree that the purpose of the General Agreement is to:

- a) effect salaries parity and salary increases in accordance with the General Agreement, for employees bound by the General Agreement;
- b) in conjunction with the Award provide a core set of employment conditions for employees bound by the General Agreement; and
- c) to allow the parties to negotiate Agency Specific Agreements in accordance with Clause 9 – Agency Specific Agreements of the General Agreement.

5. APPLICATION AND PARTIES BOUND

5.1 The parties bound by the General Agreement are listed in Schedule 5.

5.2 The General Agreement shall apply to all employees of the agencies, other than those listed in subclause 5.3 of this clause, who are members of or eligible to be members of the Union and covered by the Award. As at the date of registration the approximate number of employees bound by this Agreement is 6,570.

- 5.3 The General Agreement shall not apply to:
- a) employees listed in Schedule B of the Award;
 - b) employees whose remuneration payable is determined or recommended pursuant to the *Salaries and Allowances Act 1975*; or
 - c) employees whose remuneration is determined by an act to be at a fixed rate, or is determined or to be determined by the Governor pursuant to the provisions of any act.
- 5.4 The General Agreement shall be read in conjunction with the Award. Where the provisions of the Award and the General Agreement are inconsistent, the provisions of the General Agreement shall prevail.
- 5.5 The agency specific agreements listed at Schedule 3 shall continue in force unless replaced by a subsequent agreement or a party withdraws from the agreement.
- 5.6 Subject to Clause 10 - Transition Arrangements, the enterprise bargaining agreements listed in Schedule 4 will remain in effect with respect to salaries only.
- 5.7
- a) The Western Australian Land Authority Amendment Bill 2003 provides for LandCorp to become an entity under Schedule 1 of the Public Sector Management Act 1994. The parties agree that when this occurs, LandCorp will cease to be a party to the General Agreement. LandCorp and the Union agree to negotiate in an effort to develop a new industrial agreement for registration in the WAIRC. The agreement is to provide for remuneration and terms and conditions of employment no less favourable than those provided for in the General Agreement.
 - b) In the period between LandCorp becoming a Schedule 1 entity and the registration of a new industrial agreement between the parties, LandCorp employees will continue to receive the same remuneration and terms and conditions of employment as provided for in the General Agreement.

6. TERM OF GENERAL AGREEMENT

- 6.1 The General Agreement shall operate from the date of registration and in accordance with Section 41 of the *Industrial Relations Act 1979* will expire on 25 February 2006.
- 6.2 The parties to the General Agreement agree to re-open negotiations for a replacement General Agreement at least six (6) months prior to the expiry of the General Agreement with a view to implement a replacement General Agreement operative from 26 February 2006.

7. NO FURTHER CLAIMS

- 7.1 The parties to the General Agreement undertake that for the term of the General Agreement there will be no salary increases sought or granted other than those provided under the terms of the General Agreement. This includes salary adjustments arising out of State Wage Cases. Such increases are to be absorbed in the salaries set out in the General Agreement.

7.2 The parties to the General Agreement undertake that for the term of the General Agreement there will be no further claims on matters contained in the General Agreement except where specifically provided for.

8. CORE CONDITIONS

8.1 The core conditions of employment for employees covered by the General Agreement shall be the terms and conditions of the General Agreement, with the exception of Clause 13 – Hours provided an average of no more than 37.5 hours per week is worked as ordinary hours, and the following provisions contained in the Award:

- a) Clause 8 - Contract of Service
- b) Clause 14 - Purchased Leave - Deferred Salary Arrangement
- c) Clause 15 - Salary Packaging Arrangement
- d) Clause 16 - Supported Wage
- e) Clause 17 - Traineeships
- f) Clause 18 - Annual Increments
- g) Clause 19 - Higher Duties Allowance
- h) Clause 23 - Annual Leave, including Leave Loading
- i) Clause 24 - Public Holidays
- j) Clause 25 - Long Service Leave
- k) Clause 28 - Parental Leave
- l) Clause 32 - Bereavement Leave
- m) Clause 33 - Cultural/Ceremonial Leave
- n) Clause 34 - Blood / Plasma Donors Leave
- o) Clause 35 - Emergency Service Leave
- p) Clause 36 - Union Facilities For Union Representatives
- q) Clause 37 - Leave to Attend Association Business
- r) Clause 38 - Trade Union Training Leave
- s) Clause 39 - Defence Force Reserves Leave
- t) Clause 40 - Witness and Jury Service
- u) Clause 58 - Keeping of and Access to Employment Records
- v) Clause 60 - Right of Entry and Inspection by Authorised Representatives

w) Clause 61 - Copies of Award.

9. AGENCY SPECIFIC AGREEMENTS

- 9.1 The primary industrial instruments for regulating pay and conditions for employees shall be the Award and the General Agreement.
- 9.2 Core conditions of employment referred to in Clause 8 – Core Conditions of the General Agreement cannot be the subject of an agency specific agreement.
- 9.3 The parties accept that agency specific agreements will only be made in the following circumstances:
- a) where an existing agency specific agreement is due to expire and the parties seek to register a replacement agency specific agreement; or
 - b) where arrangements are agreed by the parties to be necessary due to the nature of work undertaken or the environment in an agency.
- 9.4 Should the parties be unable to reach agreement the matter may be referred by either party to the WAIRC.

10. TRANSITION ARRANGEMENTS

Salaries

- 10.1 Salaries under enterprise bargaining agreements listed in Schedule 4 will be maintained for the term of the General Agreement as follows:
- a) employees whose salaries are higher than those provided in the General Agreement schedule will have their salaries maintained in accordance with enterprise bargaining agreements and will continue to access salary increments within their existing classification level under the enterprise bargaining agreements; and
 - b) all appointments, higher duties and promotions will be in accordance with salary rates contained in the General Agreement. Should the General Agreement salary rate be less than an employee's existing salary rate, the existing rate will be maintained until absorbed by incremental progression, or further salary adjustments provided for in the General Agreement or its replacement.

Annual Leave Loading

- 10.2 Employees previously covered by an industrial instrument or other employment arrangement which provided a benefit in lieu of the annual leave loading provisions of the Award shall have the loading paid in accordance with the Award entitlement for leave accrued from the date at which the Award applied.

Compaction of Level 1

- 10.3 Where an employee prior to the date of becoming covered by the Government Officers Salaries, Allowances and Conditions General Agreement 2002 was covered by an agreement that provided for a compacted Level 1 salary range and is under 21 years of

age at the commencement of the General Agreement, he or she will on attaining 21 years of age be placed at the increment point in the General Agreement salary range which is the same number of increment points below the maximum Level 1 salary point as the first adult increment point in the first adult increment point in the replaced enterprise bargaining agreement.

11. SALARIES

- 11.1 The annual salaries provided for by the General Agreement shall be those contained in Schedule 1 and Schedule 2 of this General Agreement.
- 11.2 The first salary increase shall operate from the beginning of the first pay period commencing on or after 26 February 2004 and the second salary increase shall operate from the beginning of the first pay period commencing on or after 26 February 2005.
- 11.3 Employees covered by Clause 16 – Supported Wage of the Award shall be paid the applicable percentage of the minimum rate of pay prescribed by the General Agreement for the class of work the person is performing.

12. SALARY PACKAGING

- 12.1 Salaries as prescribed by Schedules 1 or 2 of this General Agreement are to be applied for the purposes of subclause (3), regarding Total Employment Cost (TEC), and subclause (6), regarding Compulsory Employer Superannuation Guarantee contributions, of Clause 15 – Salary Packaging Arrangement of the Award.

13. HOURS

- 13.1 The provisions of this clause shall replace the provisions of Clause 20 - Hours of the Award, except in relation to subclauses (9) and (10) of Clause 20 of the Award.

Ordinary Hours

- 13.2 The ordinary hours of duty shall be 150 hours per four (4) week settlement period, to be worked between 7.00 am and 6.00 pm Monday to Friday as determined by the employer, with a lunch interval of not less than 30 minutes.
- 13.3 Subject to the lunch interval, ordinary hours are to be worked as one (1) continuous period. However, employees shall not be required to work more than five (5) hours continuously without a break.
- 13.4 This does not preclude employers requiring or agreeing to the working of standard hours of 7.5 hours per day with a lunch interval to be taken between 12.00 noon and 2.00 pm. Where working of standard hours is required by the employer, the requirement must be consistent with operational needs and customer service requirements.
- 13.5 The employer may vary the hours of duty observed in the agency or any branch or section thereof, consistent with a 150 hour four (4) week settlement period, so as to make provisions for:
 - a) the attendance of employees for duty on a Saturday, Sunday or Public Holiday. Overtime provisions of the Award will apply;

- b) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and
- c) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office;

provided that where the hours of duty are so varied an employee shall not be required to work more than five (5) hours continuously without a break.

Flexible Working Arrangements

13.6 Application

- a) Within the parameters of subclause 13.2, flexible working arrangements shall apply unless the employer otherwise specifies.
- b) The employer may limit access to and the operation of flexible working arrangements to ensure operational needs and customer service requirements of the agency are met. The employer shall not unreasonably limit access to flexible working arrangements.
- c) Employers wishing to vary the flexible working arrangement to be observed shall be required to give one (1) month's notice in writing to the agency, branch, section or employees to be affected by the change.
- d) Flexible working arrangements are available to part time, full time and fixed term contract employees.
- e) In accordance with Clause 9 – Agency Specific Agreements of this General Agreement, the employer may approve alternative flexible working arrangements, provided that an average of no more than 37.5 hours per week is worked as ordinary hours.

13.7 Hours of Duty

- a) The ordinary hours of duty may be worked with flexible commencement and finishing times in accordance with the provisions of this clause.
- b) For the purpose of leave, Public Holidays and days in lieu of the repealed Public Service Holidays, a day shall be credited as 7.5 hours.

13.8 Flexitime Roster

- a) Where a flexitime roster is required, the authorisation of the roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexi leave.
- b) The roster shall cover a settlement period of four (4) weeks and shall be made available to all affected employees no later than three (3) days prior to the settlement period commencing.

- c) The roster shall be prepared in consultation with the affected employees, subject to the employer retaining the right to determine arrangements to suit the operational needs of the agency.
- d) Subject to four (4) weeks notice being given to affected employees, the employer may withdraw authorisation of a flexitime roster.

13.9 Settlement Period

- a) For recording time worked, there shall be a settlement period of four (4) weeks.
- b) The settlement period shall commence at the beginning of a pay period.

13.10 Credit and Banked Hours

- a) Credit hours in excess of the ordinary hours of 150 hours per settlement period to a maximum of 15 hours can be carried forward to the next settlement period.
- b) During a settlement period, the maximum number of credit hours cannot exceed 37.5 hours.
- c) An additional maximum of 37.5 hours can be banked in any calendar year. Banked hours can be carried over into a new calendar year but cannot exceed 37.5 hours at any time. At the end of each settlement period hours worked in excess of the maximum 52.5 hours credit and banked hours, will be lost.
- d) On termination, resignation or transfer to another agency unused credit or banked hours will not be paid out and will be lost. However, the employer will provide the opportunity for credit and banked hours to be cleared.

13.11 Debit Hours

- a) Debit hours below the ordinary hours of 150 hours per settlement period to a maximum of four (4) hours are permitted at the end of each settlement period. Such debit hours shall be carried forward to the next settlement period.
- b) For debit hours in excess of four (4) hours, an employee shall be required to take leave without pay for the period necessary to reduce debit hours to those specified in paragraph (a) of this subclause.
- c) Employees having excessive debit hours may be placed on standard working hours in addition to being required to take leave without pay.

13.12 Maximum Daily Working Hours

- a) A maximum of ten (10) ordinary hours may be worked in any one (1) day, between the hours of 7.00 am and 6.00 pm.

13.13 Flexi Leave

- a) Flexi leave, including both credit and banked hours, must be taken consistent with the prepared roster and subject to the prior approval of the employer.

- b) In any settlement period an employee may be allowed a maximum of two (2) days leave taken from credit hours.
- c) In exceptional circumstances and with the approval of the employer, flexi leave may be taken before accrual of sufficient credit hours subject to such conditions as the employer may impose. Banked hours may not be taken in advance of accrual.
- d) In any settlement period a maximum of three (3) days flexi leave may be taken from a combination of credit and banked hours. Subject to operational need and customer service requirements, the employer may approve alternative arrangements to enable employees to clear banked and /or credit hours up to the maximum of 52.5 hours.
- e) Flexi leave may be taken in any combination of half days and full days.

13.14 Study Leave

- a) Where study leave has been approved by the employer pursuant to the provisions of Clause 30 - Study Leave of the Award, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.

13.15 Overtime

- a) Where employees are directed by the employer to work more than 7.5 hours in any one (1) day, overtime applies. The parties acknowledge that the flexible working arrangement provides for the working of hours in excess of 7.5 hours per day as normal hours if the employer and employee agree.
- b) For the purpose of Clause 22 – Overtime of the Award, employees receiving at least one (1) day's prior notice to work overtime, the ordinary hours of duty on the day that overtime is performed shall be 7.5 hours.
- c) Where an employee is required to work overtime at the conclusion of a day with less than one (1) day's notice, and
 - i) where the employee has at the commencement of that day two (2) hours or more flexi leave credits, the employee shall be paid overtime after five (5) hours work on that day, or for time worked after 3.30 pm, whichever is the later, or
 - ii) where that employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than two (2) hours flexi leave credits, the employee shall be paid overtime, for time worked after the completion of 7.5 hours on that day, or
 - iii) where that employee has commenced work after 8.30 am and has, at the commencement of that day, less than two (2) hours flexi leave credits, the employee shall be paid overtime for time worked after 5.30 pm or after working 7.5 hours, on that day whichever is the earlier.
- d) Where an employee is required to work overtime at the beginning of a day with less than one (1) day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause 13.2 of this clause.

Nine Day Fortnight

13.16 Notwithstanding subclause 13.2, from the date of registration of this General Agreement, access to nine day fortnight arrangements as prescribed by this subclause is not available unless currently in operation in work or occupational groups, in which case those arrangements may continue. New employees joining these groups may also work a nine day fortnight.

a) Hours of Duty

- i) Ordinary hours of duty of 75 hours a fortnight are worked over nine (9) days of the fortnight, exclusive of work performed on Saturday, Sunday and the rostered day off, with each day consisting of 8 hours and 20 minutes.
- ii) The employer shall determine employees' commencing and finishing times between the spread of 7.00 am and 6.00 pm, in order to ensure that agency requirements are met on each day.

b) Lunch Break

- i) Employees shall be allowed forty-five minutes for a meal break between 12.00 noon and 2.00 pm to meet agency requirements.
- ii) Such meal breaks shall be arranged so that adequate staff are on duty between 12.00 noon and 2.00 pm to meet agency requirements.

c) Rostered Day Off

Each employee shall be allowed one (1) rostered day off each fortnight in accordance with a roster prepared by management showing days and hours of duty and rostered days off for each employee.

d) Leave

For the purposes of paid leave, a day shall be credited as 8 hours 20 minutes notwithstanding the following:

- i) When a Public Holiday falls on an employee's rostered day off the employee shall be granted a day in lieu of the holiday prior to the conclusion of the current fortnight.
- ii) For a Public Holiday occurring during a period of annual leave, an additional day will be added to the period of leave irrespective of whether it falls on a rostered work day or rostered day off.
- iii) A four (4) week annual leave entitlement is equivalent to 150 hours, the equivalent to eighteen rostered working days of 8 hours 20 minutes, and two (2) rostered days off.
- iv) An employee who is sick on a rostered day off will not be granted sick leave for that day, and will not be credited with an additional day off in lieu.

e) Overtime

The provisions of Clause 22 - Overtime of the Award shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated

ceasing time in accordance with subparagraph (ii) of paragraph (a) of this subclause and on an employee's rostered day off.

f) Study Leave

Credits for study leave will be given for educational commitments falling due between an employee's nominated starting and finishing times.

14. PERSONAL LEAVE

Introduction

- 14.1 The provisions of this clause replace Clause 26 – Sick Leave, with the exception of subclause 26(17), Clause 27 - Carers Leave and Clause 31 – Short Leave of the Award.
- 14.2 The intention of personal leave is to give employees and employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick, carers and short leave. Personal leave is not for circumstances normally met by other forms of leave.

Transitional Arrangements

- 14.3 This clause shall operate on and from the date of registration of this General Agreement. On commencement of the operation of this clause both sick and short leave will cease to exist. All existing sick leave credits will be converted to cumulative personal leave and recorded in hours. An additional 3.75 hours will be added to cumulative personal leave. Existing short leave entitlements will be converted to non-cumulative personal leave up to a maximum of 15 hours. An employee's current sick leave anniversary date will be maintained for the purposes of the personal leave entitlement.

Entitlement

- 14.4 The employer shall credit each permanent employee with the following personal leave credits:

	Personal Leave Cumulative	Personal Leave Non-cumulative
On the day of initial appointment	48.75 hours	15 hours
On the completion of 6 months continuous service	48.75 hours	0 hours
On the completion of 12 months continuous service	97.5 hours	15 hours
On the completion of each further period of 12 months continuous service	97.5 hours	15 hours

- 14.5 Where employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- 14.6 In the year of accrual the 112.5 hours personal leave entitlement may be accessed for illness or injury, carers leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year of accrual any unused personal leave from that year up to a maximum of 97.5 hours will be cumulative and

added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.

- 14.7 In accordance with the *Minimum Conditions of Employment Act 1993* entitlement to paid sick leave, in an anniversary year the number of hours the employee is required ordinarily to work in a two (2) week period during that year up to 75 hours must be available or accessed for periods of absence from work resulting from illness or injury. An employee is entitled to use up to 37.5 hours of this entitlement for the purposes of carers leave.
- 14.8 An employee employed on a fixed term contract for a period of twelve months or more shall be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract for a period less than twelve months shall be credited on a pro rata basis for the period of the contract.
- 14.9 A part time employee shall be entitled to the same personal leave credits as a full time employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the employee not been on personal leave.
- 14.10 This clause does not apply to casual employees.
- 14.11 An employee is unable to access personal leave while on any period of parental leave or leave without pay. An employee is unable to access personal leave while on any period of annual or long service leave, except as provided for in subclauses 14.30 and 14.31.
- 14.12 Personal leave will not be debited for public holidays, which the employee would have observed.
- 14.13 If an employee has exhausted all accrued personal leave the employer may allow the employee who has at least twelve months service to anticipate up to five (5) days personal leave from next year's credit. If the employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the employer, calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of the employee.
- 14.14 In exceptional circumstances the employer may approve the conversion of an employee's personal leave credits to half pay to cover an absence on personal leave due to illness.
- 14.15 Personal leave may be taken on an hourly basis.

Personal Leave Without Pay

- 14.16 Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and produce medical evidence to the satisfaction of the employer.
- 14.17 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect salary increment dates, anniversary date of sick leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.

14.18 Personal leave without pay is not available to employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in paragraphs (b), (c) or (d) of subclause 14.19 of the General Agreement.

Application for Personal Leave

14.19 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause 14.4 the employer may grant personal leave in the following circumstances:

- a) where the employee is ill or injured;
- b) to be the primary care giver of a member of the employee's family or household who is ill or injured and in need of immediate care and attention;
- c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention; or
- d) by prior approval of the employer, having regard for agency requirements and the needs of the employee, planned matters where arrangements cannot be organised outside of normal working hours or be accommodated by the utilisation of flexible working hours or other leave. Planned personal leave will not be approved for regular ongoing situations.

14.20 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.

14.21 The definition of family shall be the definition contained in the *Equal Opportunity Act 1984* for "relative". That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee.

14.22 Where practicable, the employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

Evidence

14.23 An application for personal leave exceeding two (2) consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.

14.24 In general, supporting evidence is not required for single or two (2) consecutive day absences. Where the employer has good reason to believe that the absence may not be reasonable or legitimate, the employer may request evidence be provided. The employer must provide the employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.

14.25 Personal leave will not be granted where an employee is absent from duty because of personal illness directly caused by the misconduct of the employee.

14.26 Where an application for personal leave is supported by the certificate of a registered medical practitioner, a further certificate from a registered medical practitioner nominated

by the employer may be required and if that certificate does not confirm or substantially confirm the certificate of the medical practitioner, the employee making the application for personal leave shall pay the fee due to the nominated medical practitioner in respect of the certificate.

- 14.27 Where there is doubt about the cause of an employee's illness, the employer may require the employee to submit to a medical examination by a medical practitioner of the employer's choice, which the employee must attend. Where it is reported that the absence is because of illness caused by the misconduct of the employee, or the employee fails without reasonable cause to attend the medical examination, the fee for the examination must be deducted from the employee's salary and personal leave will not be granted.
- 14.28 a) If the employer has reason to believe that an employee is in such a state of health as to render a danger to themselves, fellow employees or the public, the employee may be required to obtain and furnish a report as to the employee's condition from a registered medical practitioner nominated by the employer. The fee for any such examination shall be paid by the employer.
- b) Upon receipt of the medical report, the employer may direct the employee to be absent from duty for a specified period or, if already on leave of absence, direct the employee to continue on leave for a specified period. Such leave shall be regarded as personal leave.
- 14.29 a) Upon report by a registered medical practitioner that, by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by Commonwealth or State law in respect of that disease, an employee is unable to attend for duty, the employee concerned may be granted personal leave or, at the option of the employee, the whole or any portion of the leave may be deducted from accrued annual leave or long service leave.
- b) Leave granted under paragraph (a) of this subclause shall not be granted for any period beyond the earliest date at which it would be practicable for the employee to resume duty, having regard to the restrictions imposed by law.
- 14.30 Where an employee is ill during the period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of the illness the employee was confined to their place of residence or a hospital for a period of at least seven (7) consecutive calendar days, the employer may grant personal leave for the period during which the employee was so confined and reinstate annual leave equivalent to the period of confinement.
- 14.31 Where an employee is ill during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of illness the employee was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, the employer may grant personal leave for the period during which the employee was so confined and reinstate long service leave equivalent to the period of confinement.

Other Conditions

- 14.32 Where an employee who has been retired from employment on medical grounds resumes duty, personal leave credits at the date of retirement shall be reinstated. This provision does not apply to an employee who has resigned from the employment and is subsequently reappointed.
- 14.33 Unused personal leave will not be cashed out or paid out when an employee ceases their employment.

Workers' Compensation

- 14.34 Where an employee suffers a disability within the meaning of section 5 of the *Workers' Compensation and Rehabilitation Act 1981* which necessitates that employee being absent from duty, personal leave with pay shall be granted to the extent of personal leave credits. In accordance with section 80(2) of the *Workers' Compensation and Rehabilitation Act 1981* where the claim for workers' compensation is decided in favour of the employee, personal leave credit is to be reinstated and the period of absence shall be granted as leave without pay.

Continuous Service

- 14.35 For the purposes of this clause "service" shall not include:
- a) any period exceeding 14 calendar days during which an employee is absent on leave without pay. In the case of leave without pay which exceeds 14 calendar days, the entire period of such leave without pay is excised in full;
 - b) any period which exceeds six months in one continuous period during which an employee is absent on workers' compensation. Provided that only that portion of such continuous absence which exceeds six months shall not count as "service";
 - c) any period which exceeds three months in one continuous period during which an employee is absent on personal leave without pay. Provided that only that portion of such continuous absence which exceeds three months shall not count as "service".

Portability

- 14.36 Where an officer was, immediately prior to being employed in the public authority, employed in the service of the public service of Western Australia or any other State body of Western Australia and the period between the date when the officer ceased previous employment and the date of commencing employment in the public authority does not exceed one week or such other period as approved by the employer, the employer may credit that officer additional sick leave credits up to those held at the date the officer ceased previous employment.

15. PAID PARENTAL LEAVE

- 15.1 The entitlement of 6 weeks paid parental leave provided for under Clause 28 – Parental Leave of the Award is increased to seven (7) weeks from the 1 January 2005 and eight (8) weeks from 1 January 2006.

15.2 In all other respects the provisions of the Award apply.

16. PURCHASED LEAVE- 44/52 SALARY ARRANGEMENT

16.1 The provisions of this clause shall replace the provisions of Clause 13 – Purchased Leave – 48/52 Salary Arrangement of the Award.

16.2 The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to eight (8) weeks additional leave.

16.3 The employer will assess each application for a 44/52 salary arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement.

16.4 Where an employee is applying for purchased leave of between five (5) and eight (8) weeks the employer will give priority access to those employees with carer responsibilities.

16.5 Access to this entitlement will be subject to the employee having satisfied the agency’s accrued leave management policy.

16.6 The employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of purchased leave:

Number of Weeks’ Salary Spread Over 52 Weeks	Number of Weeks’ Purchased Leave
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

16.7 The purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the purchased leave not taken. In the event that the employee is unable to take such purchased leave, his/her salary will be adjusted on the last pay period in January to take account of the fact that time worked during the year was not included in the salary.

16.8 Where an employee who is in receipt of an allowance provided for in Clause 19 - Higher Duties Allowance of the Award proceeds on any period of purchased leave the employee shall not be entitled to receive payment of the allowance for any period of purchased leave.

16.9 In the event that a part time employee’s ordinary working hours are varied during the year, the salary paid for such leave taken will be adjusted on the last pay in January to take into account any variations to the employee’s ordinary working hours during the previous year.

17. ANNUAL LEAVE ACCRUAL

- 17.1 The entitlement under this clause is in lieu of the entitlement provided by subclause (2) of Clause 23 – Annual Leave of the Award.
- 17.2 An employee employed after the first day of January in any year is entitled to pro rata annual leave for that year calculated on a daily basis. At the end of each calendar day of the year the employee will accrue 0.411 hours of paid annual leave provided the maximum accrual will not exceed 150 hours for each completed calendar year of service.
- 17.3 Where employers have systems in place which record and report pro rata accrual of annual leave entitlements in a manner other than prescribed by this clause, that method of accrual may continue provided the system provides the same accrual over a full year. Employers must ensure that upon the cessation of employment, all pro rata annual leave entitlements accrued are equivalent to the pro rata annual leave entitlement provided by subclause 17.2 of this clause.

18. ANNUAL LEAVE TRAVEL CONCESSION

- 18.1 Under subclause (8)(b) of Clause 23 - Annual Leave of the Award, employees when proceeding on annual leave to a location other than Perth or Geraldton, are entitled to a travel concession of up to a maximum amount equivalent to the value of a return economy airfare to Perth.
- 18.2 As there is no longer one economy airfare class the parties will review how the maximum amount is to be established. The review will be concluded within 12 months of the General Agreement being registered.
- 18.3 Those outcomes of the review agreed between the parties will be implemented by a separate registered industrial agreement or award amendment. These agreed provisions may be implemented administratively prior to the registration of an industrial agreement or award amendment.
- 18.4 Where agreement is not reached the provisions of Clause 32 - Dispute Settlement Procedure of the General Agreement will apply.

19. ADDITIONAL LEAVE FLEXIBILITIES

- 19.1 This clause is to be read in conjunction with Clause 25 - Long Service Leave of the Award.
- 19.2 Access to Accrued Long Service Leave Entitlement
- a) Employees may by agreement with their employer, clear any accrued entitlement to long service leave in minimum periods of one (1) day.
- 19.3 Cash Out of Accrued Long Service Leave Entitlement
- a) Employees may by agreement with their employer, cash out any portion of an accrued entitlement to long service leave, provided the employee proceeds on a minimum of ten (10) days annual leave in that calendar year.

- b) Where employees cash out any portion of an accrued entitlement to long service leave in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with subclause 25(4) of the Award.

19.4 Long Service Leave on Double Pay

- a) Employees may by agreement with their employer, access any portion of an accrued entitlement to long service leave on double pay for half the period accrued. In these circumstances the leave actually taken is 50 percent of the accrued entitlement accessed.
- b) Where employees proceed on long service leave on double pay in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with subclause 25(4) of the Award.

19.5 Access to Pro Rata Long Service Leave

- a) Employees within seven (7) years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with their employer, choose to access pro rata long service leave at the rate of 9.28 days per completed 12 month period of continuous service. Under this subclause, pro rata long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave. Employees may by agreement with their employer, clear any pro rata entitlement to long service leave in minimum periods of one (1) day.
- b) Where employees access pro rata long service leave, any period of leave taken will be excised for the purpose of continuous service in accordance with subclause 25(4) of the Award.

20. HIGHER DUTIES ALLOWANCE

- 20.1 This Clause replaces subclauses (6), (7) and (8) of Clause 19 – Higher Duties Allowance of the Award. This clause shall operate from the beginning of the second pay period commencing on or after 26 February 2004.

Annual Leave

- 20.2 Where an employee who is in receipt of an allowance granted under Clause 19 – Higher Duties Allowance of the Award and has been so for a continuous period of twelve months or more, proceeds on any period of annual leave and resumes in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of leave.
- 20.3 Where an employee who is in receipt of an allowance granted under Clause 19 – Higher Duties Allowance of the Award and has been so for a continuous period of twelve months or more, proceeds on any period of annual leave and does not resume in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of the annual leave accrued during the period of higher duties.
- 20.4 Where an employee in receipt of an allowance granted under Clause 19 – Higher Duties Allowance of the Award for less than twelve months proceeds on a period of annual leave, whether in excess of the normal entitlement or not, if during the employee's absence no other employee acts in the office in which the employee was acting

immediately prior to proceeding on leave and the employee resumes in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of normal annual leave.

- 20.5 For the purpose of this subclause the expression 'normal annual leave' shall mean the annual period of recreation leave as referred to in Clause 23 - Annual Leave of the Award and shall include any public holidays and leave in lieu accrued during the preceding twelve months taken in conjunction with such annual recreation leave.

Other Approved Leave of Absence

- 20.6 Where an employee who is in receipt of an allowance granted under Clause 19 – Higher Duties Allowance of the Award and has been so for a continuous period of twelve months or more, proceeds on a period of any approved leave of absence other than annual leave of not more than four (4) weeks, the employee shall continue to receive the allowance for the period of leave.
- 20.7 Where an employee who has been in receipt of an allowance granted under Clause 19 – Higher Duties Allowance of the Award for less than twelve months proceeds on a period of any approved leave of absence other than annual leave of not more than four (4) weeks and during the employee's absence no other employee acts in the office in which the employee was acting immediately prior to proceeding on leave and the employee resumes in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of leave.
- 20.8 Where an employee who is in receipt of an allowance granted under this clause proceeds on a period of any approved leave of absence other than annual leave of more than four (4) weeks, such employee shall not be entitled to receive payment of such allowance for the whole or any part of the period of such leave.

21. DAYS IN LIEU OF THE REPEALED PUBLIC SERVICE HOLIDAYS

- 21.1 The two (2) days in lieu of the repealed public service holidays as provided for in the Premier's Circular 2003/01 apply to employees covered by this General Agreement where they would normally be expected to work these days.

22. DISTRICT ALLOWANCE

- 22.1 Outcomes of the DOCEP District Allowance review that are agreed between the parties will be implemented by a separate registered industrial agreement or award amendment. These agreed provisions may be implemented administratively prior to the registration of an industrial agreement or award amendment.
- 22.2 Where agreement is not reached the provisions of Clause 32 - Dispute Settlement Procedure will apply.

23. SHIFT WORK ALLOWANCE

- 23.1 This clause is to be read in conjunction with Clause 21 – Shift Work Allowance and Clause 22 – Overtime of the Award.

Night Shift

- 23.2 An employee required to work a night shift, as defined in Clause 21 – Shift Work Allowance of the Award, of seven and one half (7.5) hours will, in addition to the ordinary rate of salary, be paid an allowance in accordance with the following formula:

$$\frac{L1.7}{1} \times \frac{12}{313} \times \frac{1}{10} \times \frac{15}{100}$$

- 23.3 The allowance will be paid in lieu of the night shift allowance prescribed in Clause 21(2)(a) of the Award. The relevant salary rate applied in the formula shall be in accordance with Clause 64 - Expired General Agreement Salaries of the Award.

Sunday Penalty

- 23.4 Work performed during ordinary rostered hours on Sundays will be paid for at the rate of time and three quarters. This allowance will be paid in lieu of the allowance prescribed in Clause 21 (2) (b) of the Award.

Review of Certain Entitlements

- 23.5 The parties will review the construct of shift and out of hours contact allowances and penalties. The review will be concluded within 12 months of the General Agreement being registered.
- 23.6 Outcomes of the review that are agreed between the parties will be implemented by a separate registered industrial agreement or award amendment. These agreed provisions may be implemented administratively prior to the registration of an industrial agreement or award amendment.
- 23.7 Where agreement is not reached the provisions of Clause 32 - Dispute Settlement Procedure of this General Agreement will apply.

24. COMMUTED ALLOWANCES

- 24.1 The introduction of any commuted allowance in lieu of overtime, on call or shift allowances shall be negotiated between the Union and the employer. On the request of either party the other party is obliged to enter into negotiations for such arrangements.

25. WORKING FROM HOME

- 25.1 Subject to this clause, employers may consider the introduction of working from home arrangements.
- 25.2 Statutory requirements apply to employees working from home as they do to employees working at an employer's workplace. Employers must ensure understanding and compliance of all affected parties with all statutory responsibilities prior to any arrangements being sanctioned.
- 25.3 Employers are required to undertake a risk assessment of the work activities carried out by employees to identify and manage hazards. In carrying out any assessment,

employers must look at who and what may be affected by, and the possible effects of the work being done from home.

- 25.4 The introduction of working from home arrangements is subject to:
- a) the nature of employees' work being such that it is suited to working from home arrangements;
 - b) approval of any arrangement being at the discretion of the employer;
 - c) employees agreeing to enter into the working from home arrangements;
 - d) the introduction of working from home arrangements being in accordance with the provisions of the employer's policy; and
 - e) the employer's policy and procedures addressing:
 - i) general obligations of both the employer and employees, including such things as insurance, separation of overheads billed to the homeowner and the employee's ordinary hours of work while working from home;
 - ii) duty of care responsibilities owed by the employer and employee under the *Occupational Safety and Health Act 1984*; and
 - iii) all additional statutory obligations affecting the employer/employee relationship.

26. WORKLOAD MANAGEMENT

- 26.1 Employers are committed to providing a safe and healthy work environment and will not require employees to undertake an unreasonable workload in the ordinary discharge of their duties.
- 26.2 The objective of this principle is to ensure workload allocation is fair, manageable and without risk to health and safety.
- 26.3 Employers shall take reasonable steps to ensure that employees:
- a) do not work excessive or unreasonable hours;
 - b) are able to clear annual leave; and
 - c) are paid or otherwise recompensed for work as provided for under the Award and this General Agreement.
- 26.4 Employees are required to perform, attain or sustain a standard of work that may be reasonably expected of them.
- 26.5 All relevant indicators of workload should be monitored. Indicators may include:
- a) nature of work;
 - b) work patterns;
 - c) environment in which work is performed;

- d) volume of work;
- e) level of performance;
- f) turnover;
- g) accident rate;
- h) incidence of workers compensation;
- i) illness and injury absence;
- j) early retirement records;
- k) referral rates and general feedback from counsellors; and
- l) exit information.

26.6 Where employee performance issues are identified these will be managed in accordance with an agency's performance management policy and should take into account:

- a) training and development;
- b) application of skill and competencies;
- c) capacity to perform at a required level;
- d) individual accountability; and
- e) communication and feedback.

26.7 Workload issues may be dealt with as a function of the agency joint consultative committee.

26.8 With the exception of employee performance related issues, where workload issues are identified a review team agreed by the parties will be convened within 21 days of a written request from either party. Broader consultation of the findings of the review team can be undertaken through the joint consultative committee.

27. FIXED TERM CONTRACT EMPLOYMENT

27.1 The employer may employ employees on a fixed term contract in accordance with Clause 8 – Contract of Service of the Award.

27.2 In exercising their employing authority employers may only employ a person as a fixed term contract employee in the following circumstances:

- a) Covering one-off periods of relief;
- b) Work on a project with a finite life;

Where a project is substantially externally funded including multiple external funding, the employer must present a business case supporting the use of fixed term contract employees in such positions to the Peak Consultative Forum. Where

external funding has been consistent on an historical basis and it can be reasonably expected to continue the employer shall assess the percentage of positions for which permanent appointment can be made.

- c) Work that is seasonal in nature;
- d) Where an employee with specific skills is not readily available in the public sector is required for a finite period; or
- e) In any other situation as is agreed between the parties to this General Agreement.

27.3 Employees appointed for a fixed term shall be advised in writing of the terms of the appointment and such advice shall specify the dates of commencement and termination of employment.

28. CONTRACT FOR SERVICE – LABOUR HIRE

28.1 Employers will examine the use of contracts for service within their agencies. This examination will be undertaken in comparison with Approved Procedure 5 – Approved Procedures for Contracts of Service.

28.2 The examination will be conducted within 6 months of the General Agreement being registered.

28.3 Each employer will provide the findings of their examination to the Peak Consultative Forum established under Clause 31 – Peak Consultative Forum of the General Agreement.

29. PROCEDURE FOR CLASSIFYING AN OFFICE

29.1 Following the completion of the review conducted under Clause 28 – Procedure for Classifying an Office, of the Public Service General Agreement 2004 (PSAAG 2 of 2004) and in consideration of the agreed outcomes of this review, employers will examine the classification processes and procedures currently being applied in their agencies.

29.2 Each employer will provide the findings of their examination to the Peak Consultative Forum established under Clause 31 - Peak Consultative Forum of the General Agreement.

30. JOINT CONSULTATIVE COMMITTEE

30.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies.

30.2 The parties acknowledge that decisions will continue to be made by the employer who is responsible and accountable to Government for the effective and efficient operation of the agency.

30.3 The parties agree that:

- a) where the employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of employees, the union and employees affected shall be notified by the employer as early as possible;

- b) for the purposes of discussion the employer shall provide to the employees concerned relevant information about the changes, including the effect of the changes on employees, provided the employer shall not be required to disclose any information that is confidential;
- c) in the context of discussions the union and employees are able to contribute to the decision making process; and
- d) the Joint Consultative Committee (JCC) parties are to provide all reasonable and relevant information except confidential commercial, business or personal information, the release of which may seriously harm a party or individual.

30.4 Each agency will have a JCC comprising of the employer or their nominee, employer nominated representatives and union nominated representatives.

30.5 The JCC will convene within 28 days of a written request being received from either party.

30.6 The JCC will determine its own operating procedures.

30.7 JCC's will be a forum for consultation on issues such as:

- a) development of workload management tools within the agency;
- b) industrial issues;
- c) fixed term and casual employment usage;
- d) changes to work organisation and/or work practices occurring in the workplace;
- e) agency implementation of recommendations from the 'Functional Review of Government'; and
- f) agency implementation of other aspects of the General Agreement.

30.8 Matters not resolved through the JCC can be referred to the provisions of Clause 31 - Dispute Settlement Procedure of this General Agreement.

31. PEAK CONSULTATIVE FORUM

31.1 The parties agree to establish a Peak Consultative Forum consisting of senior representatives from the union and Directors General or their nominated representatives from DOCEP, DPC and as required, other agencies.

31.2 The function of the Peak Consultative Forum will be to consult on cross sector matters including the implementation of the General Agreement.

31.3 The parties acknowledge that decisions will continue to be made by the employer who is responsible and accountable to Government for the effective and efficient operation of the agency.

31.4 There will be only one Peak Consultative Forum for all General Agreements to which the Union is a party.

32. DISPUTE SETTLEMENT PROCEDURE

Part A: Employee/Employer Disputes

- 32.1 Any questions, difficulties or disputes arising in the course of the employment of employees covered by the General Agreement shall be dealt with in accordance with this clause.
- 32.2 The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days. An employee may be accompanied by a union representative.
- 32.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days. An employee may be accompanied by a union representative.
- 32.4 If the dispute is still not resolved, it may be referred by the employee/s or union representative to the employer or his/her nominee.
- 32.5 Where the dispute cannot be resolved within five (5) working days of the union representatives' referral of the dispute to the employer or his/her nominee, either party may refer the matter to the WAIRC.
- 32.6 The period for resolving a dispute may be extended by agreement between the parties.
- 32.7 At all stages of the procedure the employee may be accompanied by a union representative.

Part B: Parties to General Agreement or Joint Consultative Committee Disputes

- 32.8 Any questions, difficulties or disputes arising under the General Agreement between the parties, including but not limited to matters not resolved between the parties to this General Agreement pursuant to Clause 18 – Annual Leave Travel Concession, Clause 22 - District Allowance, Clause 23 - Shift Work Allowance and Clause 30 – Joint Consultative Committee may be referred by either party to the WAIRC for conciliation and where appropriate arbitration.
- 32.9 The provisions of subclause 32.8 will not be construed in a manner that cancels the effect of Clause 7 – No Further Claims of this General Agreement.

33. SIGNATURES OF PARTIES

Signed

5 August 2004

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Date

Toni Walkington
General Secretary
The Civil Service Association of Western Australia (Inc)

Signed

17/8/04

.....

Date

Jeff Radisich
Executive Director
Labour Relations
Department of Consumer and Employment Protection
Acting as agent for each
Employing Authority listed in Schedule 5

SCHEDULE 1 - SALARIES

	Existing Salary Rates	Annual Salary 3.8% Increase from First Pay Period commencing on or after 26 February 2004	Annual Salary 3.6% Increase from First Pay Period commencing on or after 26 February 2005
	\$ Per Annum	\$ Per Annum	\$ Per Annum
LEVELS			
Level 1			
Under 17 yrs	\$ 14,284	\$ 14,827	\$ 15,361
17 yrs	\$ 16,693	\$ 17,328	\$ 17,952
18 yrs	\$ 19,472	\$ 20,212	\$ 20,940
19 yrs	\$ 22,539	\$ 23,396	\$ 24,238
20 yrs	\$ 25,311	\$ 26,273	\$ 27,219
1.1	\$ 27,805	\$ 28,862	\$ 29,901
1.2	\$ 28,661	\$ 29,750	\$ 30,821
1.3	\$ 29,516	\$ 30,638	\$ 31,741
1.4	\$ 30,366	\$ 31,520	\$ 32,655
1.5	\$ 31,222	\$ 32,408	\$ 33,575
1.6	\$ 32,077	\$ 33,296	\$ 34,495
1.7	\$ 33,061	\$ 34,317	\$ 35,552
1.8	\$ 33,741	\$ 35,023	\$ 36,284
1.9	\$ 34,748	\$ 36,068	\$ 37,366
LEVEL 2.1	\$ 35,952	\$ 37,318	\$ 38,661
2.2	\$ 36,876	\$ 38,277	\$ 39,655
2.3	\$ 37,847	\$ 39,285	\$ 40,699
2.4	\$ 38,873	\$ 40,350	\$ 41,803
2.5	\$ 39,946	\$ 41,464	\$ 42,957
LEVEL 3.1	\$ 41,421	\$ 42,995	\$ 44,543
3.2	\$ 42,571	\$ 44,189	\$ 45,780
3.3	\$ 43,756	\$ 45,419	\$ 47,054
3.4	\$ 44,972	\$ 46,681	\$ 48,362
LEVEL 4.1	\$ 46,641	\$ 48,413	\$ 50,156
4.2	\$ 47,948	\$ 49,770	\$ 51,562
4.3	\$ 49,293	\$ 51,166	\$ 53,008
LEVEL 5.1	\$ 51,884	\$ 53,856	\$ 55,795
5.2	\$ 53,635	\$ 55,673	\$ 57,677
5.3	\$ 55,454	\$ 57,561	\$ 59,633
5.4	\$ 57,342	\$ 59,521	\$ 61,664
LEVEL 6.1	\$ 60,378	\$ 62,672	\$ 64,928
6.2	\$ 62,442	\$ 64,815	\$ 67,148
6.3	\$ 64,578	\$ 67,032	\$ 69,445

	Existing Salary Rates	Annual Salary 3.8% Increase from First Pay Period commencing on or after 26 February 2004	Annual Salary 3.6% Increase from First Pay Period commencing on or after 26 February 2005
	\$ Per Annum	\$ Per Annum	\$ Per Annum
LEVELS			
6.4	\$ 66,859	\$ 69,400	\$ 71,898
LEVEL 7.1	\$ 70,356	\$ 73,030	\$ 75,659
7.2	\$ 72,776	\$ 75,541	\$ 78,260
7.3	\$ 75,408	\$ 78,274	\$ 81,092
LEVEL 8.1	\$ 79,687	\$ 82,715	\$ 85,693
8.2	\$ 82,752	\$ 85,897	\$ 88,989
8.3	\$ 86,553	\$ 89,842	\$ 93,076
LEVEL 9.1	\$ 91,299	\$ 94,768	\$ 98,180
9.2	\$ 94,506	\$ 98,097	\$ 101,628
9.3	\$ 98,163	\$ 101,893	\$ 105,561
CLASS 1	\$ 103,694	\$ 107,634	\$ 111,509
CLASS 2	\$ 109,225	\$ 113,376	\$ 117,458
CLASS 3	\$ 114,753	\$ 119,114	\$ 123,402
CLASS 4	\$ 120,284	\$ 124,855	\$ 129,350

SCHEDULE 2 - SALARIES – SPECIFIED CALLINGS

	Existing Salary Rates	Annual Salary 3.8% Increase from First Pay Period commencing on or after 26 February 2004	Annual Salary 3.6% Increase from First Pay Period commencing on or after 26 February 2005
	\$ Per Annum	\$ Per Annum	\$ Per Annum
LEVELS			
LEVEL 2/4			
1 st year	\$ 35,952	\$ 37,318	\$ 38,661
2nd year	\$ 37,847	\$ 39,285	\$ 40,699
3rd year	\$ 39,946	\$ 41,464	\$ 42,957
4th year	\$ 42,571	\$ 44,189	\$ 45,780
5th year	\$ 46,641	\$ 48,413	\$ 50,156
6th year	\$ 49,293	\$ 51,166	\$ 53,008
LEVEL 5.1	\$ 51,884	\$ 53,856	\$ 55,795
5.2	\$ 53,635	\$ 55,673	\$ 57,677
5.3	\$ 55,454	\$ 57,561	\$ 59,633
5.4	\$ 57,342	\$ 59,521	\$ 61,664
LEVEL 6.1	\$ 60,378	\$ 62,672	\$ 64,928
6.2	\$ 62,442	\$ 64,815	\$ 67,148
6.3	\$ 64,578	\$ 67,032	\$ 69,445
6.4	\$ 66,859	\$ 69,400	\$ 71,898
LEVEL 7.1	\$ 70,356	\$ 73,030	\$ 75,659
7.2	\$ 72,776	\$ 75,541	\$ 78,260
7.3	\$ 75,408	\$ 78,274	\$ 81,092
LEVEL 8.1	\$ 79,687	\$ 82,715	\$ 85,693
8.2	\$ 82,752	\$ 85,897	\$ 88,989
8.3	\$ 86,553	\$ 89,842	\$ 93,076
LEVEL 9.1	\$ 91,299	\$ 94,768	\$ 98,180
9.2	\$ 94,506	\$ 98,097	\$ 101,628
9.3	\$ 98,163	\$ 101,893	\$ 105,561
CLASS 1	\$ 103,694	\$ 107,634	\$ 111,509
CLASS 2	\$ 109,225	\$ 113,376	\$ 117,458
CLASS 3	\$ 114,753	\$ 119,114	\$ 123,402
CLASS 4	\$ 120,284	\$ 124,855	\$ 129,350

SCHEDULE 3 – AGENCY SPECIFIC AGREEMENT

AGENCY	TITLE OF AGREEMENT	ASA NUMBER
Agriculture	Department of Agriculture Agency Specific Agreement 2003	PSAAG 42 of 2003
Botanic Gardens and Parks Authority	Botanic Gardens and Parks Authority Agency Specific Agreement 2003	PSAAG 22 of 2003
Central TAFE	Central TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 53 of 2002
Central West TAFE	Central West College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 56 of 2002
Challenger TAFE	Challenger TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 61 of 2002
Conservation and Land Management	Department of Conservation and Land Management Fire Duties Allowances and Conditions Agreement 2003	PSAAG 15 of 2003
Conservation and Land Management	Department of Conservation and Land Management Agency Specific Agreement 2003	PSAAG 17 of 2003
Conservation Commission	Conservation Commission Agency Specific Agreement 2003	PSAAG 28 of 2003
C Y O'Connor TAFE	C Y O'Connor College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 58 of 2002
East Pilbara TAFE	Eastern Pilbara College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 57 of 2002
Education and Training	Department of Education Public Service, Government and Ministerial Officers' Agency Specific Agreement 2003	PSAAG 11 of 2003
Environment	Department of Environment, Water and Catchment Protection Agency Specific Agreement 2003	PSAAG 13 of 2003
FESA	Fire and Emergency Services Authority of Western Australia Agency Specific Agreement 2003	PSAAG 65 of 2002
Forest Products Commission	Forest Products Commission Agency Specific Agreement 2003	PSAAG 18 of 2003
Great Southern TAFE	Great Southern TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 55 of 2002
Greyhound Racing	WA Greyhound Racing Authority Agency Specific Agreement 2003	PSAAG 64 of 2002
Kimberley TAFE	Kimberley College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 60 of 2002
Legal Aid	Legal Aid Commission of Western Australia Agency Specific Agreement 2002	PSAAG 67 of 2002
Lotteries Commission	Lotteries Commission of Western Australia Agency Specific Agreement 2003	PSAAG 14 of 2003
Main Roads	Main Roads Western Australia Agency Specific Agreement 2003	PSAAG 24 of 2003
Metropolitan Cemeteries Board	Metropolitan Cemeteries Board Agency Specific Agreement 2003	PSAAG 3 of 2003
Midland TAFE	Midland College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 52 of 2002
PathCentre	PathCentre Agency Specific Agreement 2003	PSAAG 39 of 2003
South East Metropolitan TAFE	South East Metropolitan College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 54 of 2002
South West Regional TAFE	South West Regional College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 51 of 2002
TAB	Totalisator Agency Board Agency (Commuted Allowance – Computer Operators) Specific Agreement 2003	PSAAG 1 of 2004
WADOT	Western Australian Department of Training Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 62 of 2002
West Coast TAFE	West Coast College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 59 of 2002
West Pilbara TAFE	West Pilbara College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 50 of 2002

SCHEDULE 4 - EXPIRED ENTERPRISE BARGAINING AGREEMENTS

Agreement Title
Main Roads Dept. Enterprise Agreement 2000 No PSA AG 1 of 2000

SCHEDULE 5 - PARTIES TO THE GENERAL AGREEMENT

Civil Service Association of Western Australia Incorporated

The employing authorities of the following:

Animal Resources Centre
Botanic Gardens and Parks Authority
Builders' Registration Board of Western Australia
Building and Construction Industry Training Board
Burswood Park Board
Central TAFE
Central West College of TAFE
Challenger TAFE
Conservation Commission
Construction Industry Long Service Leave Payments Board
Country High School Hostels Authority
Curriculum Council of Western Australia
CY O'Connor College of TAFE
Dental Health Services
Department for Community Development
Department of Agriculture Western Australia
Department of Conservation and Land Management
Department of Education and Training
Disability Services Commission
Drug and Alcohol Office
East Perth Redevelopment Authority
Eastern Goldfields Transport Board
Fire and Emergency Services Authority of Western Australia
Forest Products Commission Western Australia
Golden Egg Farms
Great Southern TAFE
Greyhounds WA
Hairdressers Registration Board of WA
Healthway
Kimberley College of TAFE
LandCorp
Legal Aid Western Australia
Lotterywest
Main Roads Western Australia
Metropolitan Cemeteries Board
National Trust
Nurses Board of Western Australia
Parliamentary Commissioner for Administrative Investigations
Painters' Registration Board
PathCentre
Perth Market Authority
Perth Zoo
Pilbara TAFE
Racing and Wagering Western Australia
Small Business Development Corporation
South West Regional College of TAFE
Swan TAFE

West Coast College of TAFE
Western Australian Coastal Shipping Commission
Western Australian Sport Centre Trust
Western Australian Tourism Commission
Western Potatoes

The following employing authorities:

The Hon. Premier, the Hon. Deputy Premier and all Ministers of the Crown in the right of the State of Western Australia as they be from time to time.



Department of Consumer
and Employment Protection
Government of Western Australia

Labour Relations

**GOVERNMENT OFFICERS SALARIES,
ALLOWANCES AND CONDITIONS
GENERAL AGREEMENT 2004**

AND

**GOVERNMENT OFFICERS SALARIES,
ALLOWANCES AND CONDITIONS AWARD
1989 VARIATIONS**

Implementation Guidelines

and

Explanatory Notes

27 August 2004

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IMPLEMENTATION GUIDELINES

GOVERNMENT OFFICERS SALARIES, ALLOWANCES AND CONDITIONS GENERAL AGREEMENT 2004 AND GOVERNMENT OFFICERS SALARIES, ALLOWANCES AND CONDITIONS AWARD 1989 VARIATIONS

BACKGROUND

1. The Government's public sector labour relations policy provides a fair, efficient and effective industrial relations system that balances the rights and interests of both employers and employees.
2. Since 2001, the key objective of the Government has been to restore parity in wages and employment conditions amongst like employees. This has been substantially realised through the 2001/2003 wages policy which:
 - a) established benchmark rates of pay for like employees;
 - b) introduced a level playing field for employment conditions;
 - c) regulated employment conditions in the public sector by collective agreements, with individual contracts to apply only in limited circumstances; and
 - d) discontinued workplace agreements.
3. In order to maintain these outcomes, like public sector employees will continue to receive wage increases and core employment conditions through General Agreements negotiated with public sector unions.
4. The Government Officers Salaries, Allowances and Conditions General Agreement 2004 further consolidates the implementation of the Government's key objective to restore parity in wages and employment conditions amongst like employees.

DEFINITIONS

5. In these guidelines and explanatory notes:
 - a) "ASA" means agency specific agreement;
 - b) "Award" means the Government Officers Salaries, Allowances and Conditions Award 1989;
 - c) "DOCEP" means the Department of Consumer and Employment Protection;
 - d) "EBA" means enterprise bargaining agreement;
 - e) "General Agreement" means the Government Officers Salaries, Allowances and Conditions General Agreement 2004;
 - f) "Union" means the Civil Service Association of WA (Inc); and
 - g) "WAIRC" means the Western Australian Industrial Relations Commission.

OVERVIEW

6. This General Agreement has been negotiated between employers and the Union representing Government officers covered by the Award and replaces the Government Officers Salaries, Allowances and Conditions General Agreement 2002.
7. This document comprises implementation guidelines addressing the implementation and operation of the General Agreement and Award variations, as well as explanatory notes for each clause of the General Agreement and each Award variation.
8. A copy of the General Agreement, Award variations and this document can be accessed from the Labour Relations division of the Department of Consumer and Employment Protection's (DOCEP) website at:

<http://www.docep.wa.gov.au/lr/default.html>
9. Separate agreements will replace relevant general agreements read in conjunction with the following awards:
 - Public Service Award 1992;
 - Government Officers (Social Trainers) Award 1988;
 - Electorate Officers Award 1986;
 - Institution Officers Allowances and Conditions Award 1977;
 - Education Department Ministerial Officers Salaries Allowances and Conditions Award 1983;
 - Department for Community Development (Family Resource Workers, Welfare Assistants and Parent Helpers) Award 1990; and
 - Government Officers (State Government Insurance Commission) Award 1987.
10. In addition, a new agreement will replace the Country High School Hostels Authority Residential College Supervisory Staff Agreement 2003.
11. Implementation guidelines and explanatory notes will be available for each of these agreements, where necessary.

SALARY OUTCOMES

12. The General Agreement provides for the following salary increases:
 - a) the first salary increase of 3.8% shall operate from the beginning of the first pay period commencing on or after 26 February 2004; and
 - b) the second salary increase of 3.6% shall operate from the beginning of the first pay period commencing on or after 26 February 2005.

AGENCY SPECIFIC AGREEMENTS

13. In conjunction with DOCEP, agencies are required to review their ASA's to ascertain the continued need for the agreements and to ensure that the core conditions referred to in clause 8 – Core Conditions of the General Agreement are not the subject of the ASA's. Where core conditions are the subject of an ASA then DOCEP needs to be advised.

14. Subject to DOCEP approval, new ASA's that do not conflict with the core conditions of the General Agreement may be negotiated with the Union.
15. Where new ASA's are being considered, agencies are required to consult with DOCEP and gain endorsement of negotiating parameters.
16. Either party may refer matters in dispute to the WAIRC. Agencies are required to consult with DOCEP prior to referral by either party to the WAIRC.

STATUTORY CONTRACTS OF EMPLOYMENT

17. With respect to employees covered by statutory contracts of employment, in lieu of repealed workplace agreements, refer to *Circular to Departments and Authorities No. 16 of 2002 – Workplace Agreements – Transitional Provisions*, including the associated Policy Statement.

EXPLANATORY NOTES

GOVERNMENT OFFICERS SALARIES, ALLOWANCES AND CONDITIONS GENERAL AGREEMENT 2004

Introduction

1. These explanatory notes are to be read in conjunction with the General Agreement and the Award. It is not intended to be a stand alone document.
2. The General Agreement, read in conjunction with the Award, provides the salaries and employment conditions of Government officers.
3. Relevant effective dates for the General Agreement are included in Attachment A.

Clause 1 – Title

4. This clause specifies the title of the General Agreement as the Government Officers Salaries, Allowances and Conditions General Agreement 2004, which replaces the Government Officers Salaries, Allowances and Conditions General Agreement 2002.

Clause 2 – Arrangement

5. All clauses and schedules of the General Agreement are listed.

Clause 3 – Definitions

6. Definitions of key words in the General Agreement are specified.

Clause 4 – Purpose of General Agreement

7. The purpose of the General Agreement reflects key public sector labour relations policies to restore parity of pay and conditions amongst like employees, provide for a common core set of employment conditions and allow for the negotiation of ASA's.

Clause 5 – Application and Parties Bound

8. This clause identifies the parties bound by the General Agreement and employees to whom the General Agreement applies.
9. Employees whose employment ceased prior to the date of registration of the General Agreement are not entitled to the retrospectivity of salaries or conditions under this Agreement.
10. The General Agreement is read in conjunction with the Award and the General Agreement prevails where there are inconsistencies.
11. The clause refers to existing ASA's which continue in force unless replaced by a subsequent agreement or a party withdraws from the agreement. The General Agreement should cover the terms and conditions of employment in a large number of ASA's in place at the time of writing. Except where the General Agreement identifies conditions as core, ASA's prevail over the General Agreement and the Award to the extent of any inconsistencies.
12. The clause also refers to EBA's which will remain in effect with respect to salaries only, subject to clause 10 – Transition Arrangements of the General Agreement.

Clause 6 – Term of General Agreement

13. The General Agreement is effective from the date of registration (on and from 23 August 2004) and will expire on 25 February 2006.
14. The parties agree to re-open negotiations for a replacement general agreement at least six months prior to expiry, with a view to implementing a replacement general agreement effective from 26 February 2006.

Clause 7 – No Further Claims

15. The parties agree that there will be no further claims for salary increases or on matters contained in the General Agreement for the term of the General Agreement, except where specifically provided for.

Clause 8 – Core Conditions

16. Core employment conditions cannot be varied.
17. The core employment conditions are:
 - a) the terms and conditions of the General Agreement, with the exception of clause 13 – Hours, provided an average of no more than 37.5 hours per week is required to be worked as ordinary hours; and
 - b) all the Award clauses listed in clause 8 of the General Agreement.
18. The core employment conditions are itemised in Attachment B.

Clause 9 – Agency Specific Agreements

19. This clause provides for ASA's provided they do not vary the core employment conditions referred to in clause 8 – Core Conditions of the General Agreement.
20. Except where the General Agreement identifies conditions as core, existing ASA's prevail over the General Agreement and the Award to the extent of any inconsistencies.
21. The General Agreement provides for only two circumstances where new ASA's can be made. They are where:
 - a) an existing ASA is due to expire and the parties seek to register a replacement ASA; or
 - b) arrangements are agreed by the parties to be necessary due to the nature of work undertaken or the environment in an agency.
22. ASA's are to be negotiated with the Union.
23. Where agreement cannot be reached, the matter may be referred to the WAIRC by either party.

Clause 10 – Transition Arrangements

24. This clause provides for transition arrangements in respect of:
 - a) salaries for the Schedule 4 EBA;
 - b) annual leave loading; and

- c) compaction of Level 1 classification.

Salaries

25. This subclause provides for the continuation of the maintenance of salaries for employees who from 1 January 2003 ceased to be covered by the EBA listed in Schedule 4 of the General Agreement and became covered by the Government Officers Salaries, Allowances and Conditions General Agreement 2002, except in respect of salaries. The salaries of these employees, as provided under the EBA, remain above the General Agreement salary rates.

Annual Leave Loading

26. Annual leave loading is not payable on annual leave accrued under an arrangement that provided for annualised leave loading as part of salary, payment as a lump sum each year or any other benefit in lieu of the annual leave loading provisions of the Award.
27. Annual leave is to be taken in the order in which it was accrued.

Compaction of Level 1

28. Where an employee prior to the date of becoming covered by the Government Officers Salaries, Allowances and Conditions General Agreement 2002 was covered by an EBA that provided for a compacted Level 1 salary range and is under 21 years of age at the commencement of the General Agreement, he or she will on attaining 21 years of age be placed at the increment point in the General Agreement salary range which is the same number of increment points below the maximum Level 1 salary point as the first adult increment point in the replaced EBA.

Clause 11 - Salaries

29. This clause refers to the salary schedules in the General Agreement.
30. The first salary increase shall operate from the beginning of the first pay period commencing on or after 26 February 2004 and the second salary increase shall operate from the beginning of the first pay period commencing on or after 26 February 2005.
31. From the first pay period commencing on or after 26 February 2004 the salary rates of this General Agreement will apply to the payment of higher duties in accordance with clause 19 – Higher Duties Allowance, shift work performed on Saturdays, Sundays and public holidays in accordance with paragraph (b), subclause (2) of clause 21 – Shift Work Allowance and overtime in accordance with paragraph (b), subclause (4) of clause 22 – Overtime of the Award. Note that the new Higher Duties Allowance provisions in the General Agreement apply from the second pay period commencing on or after 26 February 2004 and the new Sunday shift penalty applies on and from 23 August 2004.
32. Salary based allowances under the Award will be adjusted using expired General Agreement salary rates effective from the date of registration of the General Agreement in lieu of previously applied Award rates of pay. These salary based allowances are listed in paragraph 16 of the section in these explanatory notes on the Government Officers Salaries, Allowances and Conditions Award 1989 Variations. Salary based allowance rates are listed in Attachment C.
33. Employees entitled to a Supported Wage shall be paid the applicable percentage of the minimum rate of pay prescribed by the General Agreement for the class of work being performed.

Clause 12 – Salary Packaging

34. Salaries as prescribed by Schedules 1 and 2 of this General Agreement are to be applied for the purposes of the salary packaging arrangement of the Award.

Clause 13 – Hours

Prescribed Hours

35. The prescribed hours of duty shall be 150 hours per 4 week settlement period, to be worked between 7.00 am and 6.00 pm Monday to Friday as determined by the employer, with a lunch interval of not less than 30 minutes.
36. This does not preclude employers requiring or agreeing to the working of standard hours of 7.5 hours per day with a lunch interval of not less than 30 minutes to be taken between 12.00 noon and 2.00 pm. Where working of standard hours is required by the employer, the requirement must be consistent with operational needs and customer service requirements.

Flexible Working Arrangements

37. Flexible working arrangements become the primary hours arrangement. They shall apply unless the employer otherwise specifies or the employee does not wish to work flexible hours. Flexible working arrangements include:
- a) a settlement period of 4 weeks;
 - b) a maximum 15 credit hours can be carried forward to the next settlement period;
 - c) during a settlement period, the maximum number of credit hours cannot exceed 37.5 hours;
 - d) credit hours in excess of 15 hours at the end of a settlement period may, by agreement with the employer, be banked to a maximum of 37.5 hours in any calendar year. In other words, a total of no more than 37.5 hours may be banked (taken plus unused) in a calendar year. Unused banked hours can be carried over to a new calendar year. Up to a further 37.5 hours may be banked in the new calendar year provided at no time total banked hours (from previous years and the current year) exceeds 37.5 hours. Banked hours in excess of 37.5 will be lost;
 - e) at the end of each settlement period hours worked in excess of the maximum 52.5 hours (15 hours plus 37.5 hours) credit and banked hours, will be lost;
 - f) in any settlement period a maximum of 3 days flexi leave may be taken from a combination of credit and banked hours, with a maximum of 2 days leave taken from credit hours. Subject to operational need and customer service requirements, the employer may approve alternative arrangements to enable employees to clear banked and /or credit hours up to the maximum of 52.5 hours;
 - g) a maximum of 4 debit hours are permitted at the end of each settlement period; and
 - h) core periods of work are no longer prescribed.
38. The availability of flexible working arrangements is not restricted to particular classification levels. However, the employer may limit access to and the operation of flexible working arrangements to ensure operational needs and customer service requirements of the agency are met. The employer shall not unreasonably limit access to flexible working arrangements.

39. Where employees are directed by the employer to work more than 7.5 hours in any one day, the overtime provisions apply. The parties acknowledge that the flexible working arrangements provide for the working of hours in excess of 7.5 hours per day as normal hours if the employer and employee agree.
40. Flexi leave, including both credit and banked hours, must be taken consistent with the prepared roster where one exists and subject to the prior approval of the employer. Approval of flexi leave should be in writing.

Variations to Flexible Working Arrangements

41. The provision that restricts the maximum average hours per week that may be required to be worked as ordinary hours to 37.5 is the only core condition of employment in this clause. Core conditions cannot be varied. Non-core conditions may be varied in accordance with the provisions of this clause.
42. Employers wishing to vary the flexible working arrangement to be observed within the parameters outlined in this clause shall be required to give one month's notice in writing to the agency, branch, section or employees to be affected by the change. Examples of variations within the clause parameters include limiting access to and the operation of the flexible working arrangement (13.6(b) of the General Agreement), requiring/not requiring a flexitime roster (13.8(a)) and requiring a new roster to be utilised (13.8(a)).
43. Through an ASA, the employer may introduce alternative flexible working arrangements, provided that an average of no more than 37.5 hours per week is required to be worked as ordinary hours. For example, operational arrangements may require a settlement period of 8 weeks. The ordinary hours required to be worked would then be 300 (i.e. 37.5 x 8). Credit and banked hours are not included in calculating the average ordinary hours required to be worked each week. Other examples of changes that require an ASA include changing the maximum of 37.5 credit hours in a settlement period (13.10(b) of the General Agreement), changing from 37.5 the number of hours that may be banked at any time (13.10(c)), reducing the amount of flexi leave that may be taken in a settlement period (13.13 (d)) and altering the maximum of 4 debit hours allowed at the end of a settlement period.

Nine Day Fortnight

44. Access to nine day fortnight arrangements is not available unless in operation in work or occupational groups as at the date of registration of the General Agreement, in which case those arrangements may continue. New employees joining these groups may also work a nine day fortnight.

Clause 14 – Personal Leave

Introduction

45. The intention of personal leave is to consolidate a number of forms of leave and give employees and employers greater flexibility by providing leave on full pay for a variety of personal purposes.
46. Personal leave replaces sick leave (except subclause 26(17) of the Award), carers leave and short leave.
47. Personal leave is not for circumstances normally met by other forms of leave.

Entitlement

48. The annual entitlement is 112.5 hours (15 days) of which 97.5 hours (13 days) is cumulative.
49. An employee's current sick leave anniversary date will be maintained for the purposes of the personal leave entitlement.
50. Where employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance. On completion of each year of accrual any unused personal leave from that year up to a maximum of 97.5 hours will be cumulative and added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.

Transition

51. This clause operates on and from 23 August 2004.
52. On commencement of the operation of this clause both sick and short leave will cease to exist. All existing sick leave credits will be converted to cumulative personal leave and recorded in hours.
53. An additional 3.75 hours will be added to cumulative personal leave. Existing short leave entitlements will be converted to non-cumulative personal leave up to a maximum of 15 hours.
54. Examples of personal leave credits resulting from short leave entitlements as at 23 August 2004:

No. of Days Short Leave Used From 1 January to 22 August 2004	Personal Leave Cumulative Credit (Hours)	Personal Leave Non-Cumulative Credit (Hours)
0	3.75	15
1	3.75	15
2	3.75	7.5
3	3.75	0

55. An employee's existing anniversary date will not change as a result of these transition arrangements.

Reasons for Taking Personal Leave

56. Personal leave may be accessed in accordance with the provisions of subclause 14.19 of the General Agreement for illness or injury, carers leave, unanticipated matters or, in defined circumstances, planned matters.

Minimum Conditions of Employment Act 1993 Requirements to be Met

57. In accordance with the *Minimum Conditions of Employment Act 1993*, in an anniversary year employees are entitled to access 75 hours for leave due to illness or injury. The employee is entitled to use up to 37.5 hours of this entitlement for the purposes of paragraph (b) of subclause 14.19 of the General Agreement.

58. The unused hours of personal leave credited each anniversary year and unused hours accumulated from previous years may be used in any of the circumstances outlined in subclause 14.19 of the General Agreement.

Application for Leave

59. Employees must complete the necessary application and clearly identify which of the relevant circumstances in subclause 14.19 of the General Agreement apply to their personal leave request. Leave forms are required to reflect the reason for the leave.
60. An application for personal leave exceeding 2 consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
61. Each application for personal leave should be considered on its own merits. The form of evidence to satisfy a reasonable person of the entitlement will depend upon the circumstances. For example, for leave for illness or injury evidence to satisfy a reasonable person could be in the usual form of an appropriate medical certificate detailed as unfit for duty or with the nature of the illness. Alternatively, by way of example, written advice from a physiotherapist or dentist may be sufficient. A medical certificate may not necessarily be required if the employer is satisfied that the employee was ill or injured.
62. In general, supporting evidence is not required for single or two consecutive day absences. In addition, the previous Award requirement for a medical certificate after an aggregate of 5 days sick leave in a credit year generally no longer applies. However, where the employer has good reason to believe that the absence may not be reasonable or legitimate, the employer may request evidence be provided. The employer must provide the employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.

Personal Leave on Half Pay and Without Pay

63. In exceptional circumstances, the employer may approve the conversion of an employee's personal leave credits to half pay to cover an absence on personal leave due to illness or injury. Employees have responsibility to clarify the financial implications of such an action on their personal circumstances.
64. Employees who have exhausted all personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and produce medical evidence to the satisfaction of the employer. Subclause 14.17 of the General Agreement outlines the effect on salary and leave entitlements of personal leave without pay.
65. Employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in paragraphs (b), (c) or (d) of subclause 14.19 of the General Agreement cannot access personal leave without pay. However, other forms of leave including leave without pay may be available.

Continuous Service

66. Subclause 14.35 of the General Agreement outlines the effect on service of various types of absences.

Agency Policies

67. Agencies should have policies consistent with this clause that address such matters as:
- a) who the employee should advise when personal leave is taken without prior notice;

- b) who makes decisions about the requirement for evidence; and
- c) how to deal with requirements for evidence.

Clause 15 – Paid Parental Leave

68. This clause provides for paid parental leave of 7 weeks from 1 January 2005 and 8 weeks from 1 January 2006.

Clause 16 - Purchased Leave – 44/52 Salary Arrangement

69. The clause provides for the purchase of up to an additional 8 weeks leave per annum and a reduced salary spread over the 52 weeks of the year by agreement between the employer and employee. The purchased leave must be taken in the calendar year in which it is purchased.
70. Agencies should consider developing operational policies to manage purchased leave.
71. Access to purchased leave is subject to the employee having satisfied the agency's accrued leave management policy.
72. Employers will assess each application on its merits and give consideration to the personal circumstances of the employee seeking purchased leave.
73. Where employees apply for purchased leave of between 5 and 8 weeks the employer is to give priority access to those employees with carer responsibilities.
74. Agencies should refer to *Circular to Departments and Authorities No. 11 of 2003 – Purchased Leave*, including implementation guidelines. The guidelines must be read in conjunction with clause 16 - Purchased Leave – 44/52 Salary Arrangement in the General Agreement. Where the guidelines are inconsistent with the Agreement, the provisions of the Agreement prevail.

Clause 17 – Annual Leave Accrual

75. This clause provides for the accrual of annual leave entitlements on a daily basis. At the end of each calendar day of the year the employee will accrue 0.411 hours of paid annual leave provided the maximum accrual will not exceed 150 hours for each completed calendar year of service.
76. The provision relates to pro rata annual leave entitlements only.
77. At the time of writing, the majority of agency payroll systems accrued these entitlements on a daily basis. However, provision is made for agency systems that cannot apply this entitlement, subject to the system providing the same accrual over a full year. Agencies that accrue pro rata annual leave at intervals greater than one week are reminded that the Minimum Conditions of Employment Act 1993 provides for accrual of pro rata annual leave on a weekly basis and accrual on a basis of more than weekly is inconsistent with the Act.

Clause 18 – Annual Leave Travel Concession

78. Under subclause (8)(b) of clause 23 - Annual Leave of the Award, employees when proceeding on annual leave to a location other than Perth or Geraldton, are entitled to a travel concession of up to a maximum amount equivalent to the value of a return economy airfare to Perth.

79. As there is no longer one economy airfare class the parties will review how the maximum amount is to be established. The review will be concluded within 12 months of the General Agreement being registered.

Clause 19 – Additional Leave Flexibilities

80. This clause provides, by agreement with the employer, access to:
- a) accrued long service leave in minimum lots of one day;
 - b) the cash out of accrued long service leave, provided the employee proceeds on a minimum of 10 days annual leave in that calendar year;
 - c) long service leave on double pay for half the period accrued; and
 - d) access to pro-rata long service leave within 7 years of the employee's preservation age under Western Australian Government superannuation arrangements. Pro rata long service leave is available at the rate of 9.28 days per completed 12 month period of continuous service. Pro rata long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.
81. Any long service leave accessed is excised for the purpose of continuous service in accordance with subclause 25(4) of the Award. Any period of leave cashed out is excised. For example, if 2 weeks leave is cashed out then 2 weeks service is excised. If 4 weeks leave is cashed out and 4 weeks taken, then 8 weeks is excised.
82. Long service leave on half pay is an existing Award entitlement. The period of leave taken while on half pay is excised. For example, if 13 weeks leave is taken at half pay over 26 weeks, then 26 weeks is excised.
83. Long service leave for employees on 9 day fortnights will apply as follows:
- a) For the purpose of pay, long service leave for employees on 9 day fortnights will apply as follows:
 - i) A full long service leave entitlement of 13 weeks equates to the payment of 487.5 hours when the full entitlement is taken.
 - ii) For periods of less than four weeks long service leave is debited at 8.33 hours for each day that the employee would normally have worked including public holidays. Zero hours are debited for what would ordinarily be a rostered day off.
 - iii) For periods of four weeks or more there is no accrual towards rostered days off and pay is at the ordinary rate.
 - iv) Where there are systems in place which record long service leave debits for the purpose of pay differently to the above arrangement, agencies must ensure that:
 - a full long service leave entitlement of 13 weeks equates to the payment of 487.5 hours when the full entitlement is taken;
 - payment for long service leave is at the ordinary rate; and
 - when a public holiday falls on a day long service leave is taken a day in lieu is not granted.

Clause 20 - Higher Duties Allowance

84. This clause replaces subclauses (6), (7) and (8) of clause 19 – Higher Duties Allowance of the Award.
85. This clause operates from the beginning of the second pay period commencing on or after 26 February 2004. The General Agreement salary rates apply to the Award provisions from the beginning of the first pay period commencing on or after 26 February 2004.
86. Where an employee who has been in receipt of a Higher Duties Allowance (HDA) for a continuous period of twelve months or more proceeds on any period of annual leave and resumes in the office immediately on return from annual leave, the employee shall continue to receive the allowance for the period of annual leave, no matter how long.
87. Where an employee who has been in receipt of HDA for a continuous period of twelve months or more proceeds on any period of annual leave and does not resume in the office immediately on return from annual leave, the employee shall continue to receive the allowance for the period of the annual leave accrued during the period of HDA. This entitlement is clarified by means of the following examples:
- a) If the employee has no accrued annual leave prior to commencing on HDA, proceeds on 6 weeks annual leave after 18 months on HDA and is not returning to the office, then HDA is paid for that 6 weeks of annual leave. (The 6 weeks annual leave was accrued while on HDA);
 - b) If the employee has no accrued annual leave prior to commencing on HDA, proceeds on 2 weeks annual leave after 18 months on HDA and is not returning to the office, then HDA is paid for that 2 weeks of annual leave. (The 2 weeks annual leave was accrued while on HDA);
 - c) If the employee has accrued 6 weeks annual leave before commencing HDA, proceeds on 4 weeks annual leave after 12 months on HDA and the employee is returning to the office, then HDA is paid for 4 weeks. If the employee then immediately continues on HDA for a further 6 months, proceeds on a further 4 weeks annual leave and is not returning to the office, then HDA is paid for the further 4 weeks of annual leave. (All of the first 4 weeks annual leave taken was accrued before commencing HDA and the further 4 weeks annual leave was accrued while on HDA);
 - d) If the employee has accrued 8 weeks annual leave before commencing HDA, proceeds on 6 weeks annual leave after 12 months on HDA and the employee is returning to the office, then HDA is paid for 6 weeks. If the employee then immediately continues on HDA for a further 6 months, proceeds on a further 8 weeks annual leave and is not returning to the office, then HDA is paid for a further 6 weeks only. (All of the first 6 weeks annual leave taken was accrued before commencing HDA and only 6 weeks annual leave accrued while on HDA); and
 - e) If the employee has accrued 8 weeks annual leave prior to commencing on HDA, proceeds on 8 weeks annual leave after 18 months on HDA and is not returning to the office, then HDA is paid for 6 weeks. (Only 6 weeks annual leave accrued while on HDA).
88. Under the Award, when employees proceed on a period of annual leave in excess of the normal, they only receive HDA for the period of normal annual leave.

Clause 21 - Days in Lieu of the Repealed Public Service Holidays

89. This clause provides for the two days in lieu of the repealed public service holidays (2 January and Easter Tuesday) as provided for in the *Premier's Circular 2003/01 – Days in Lieu – Public Service Holidays*.
90. The days are only available to employees who would normally be expected to work these days.
91. Employees who are on long service leave on the days are not eligible for days in lieu.
92. The days are not cumulative and must be taken in the year they fall due. Only one day may be taken on and from 2 January to Easter Monday each year. On and from Easter Tuesday both days may be taken.
93. Where employees have untaken days for which they are eligible and cease employment with the employer, the untaken days are lost and not paid out. The untaken days are not retained where employees move between employers.

Clause 22 – District Allowance

94. This clause provides for implementation of outcomes of the DOCEP District Allowance review that are agreed between the parties.

Clause 23 – Shift Work Allowance

95. This clause provides, on and from 23 August 2004, for an increase of the night shift allowance formula from 12.5% to 15% and the Sunday penalty rate from time and a half to time and three quarters.
96. The relevant salary rate applied for the purpose of calculating the night shift allowance shall be in accordance with expired General Agreement salaries as per clause 64 of the Award as varied at the time of registration of this General Agreement. (Other Award salary based allowances will be similarly affected. See the explanatory notes for the Government Officers Salaries, Allowances and Conditions Award 1989 Variations.) Salary based allowance rates are listed in Attachment C.
97. The clause also commits the parties to review the construct of shift and out of hours contact allowances and penalties within 12 months of registration of the General Agreement.

Clause 24 – Commuted Allowances

98. The introduction of any commuted allowance in lieu of overtime, on call or shift allowances is to be negotiated between the Union and the employer. On the request of either party the other party is obliged to enter into negotiations for such arrangements.

Clause 25 - Working from Home

99. This is a facilitative clause for working from home, which is subject to employer discretion.
100. Agencies must develop their own policy and procedures consistent with the requirements of this clause to safeguard the interests of both employers and employees.

Clause 26 – Workload Management

- 101. Employers are committed to providing a safe and healthy work environment and will not require employees to undertake an unreasonable workload in the ordinary discharge of their duties.
- 102. This clause provides an approach for dealing with workload issues should they arise. In addition, it outlines obligations of employers, as well as performance requirements of employees.
- 103. Workload issues may be dealt with as a function of the agency joint consultative committee (JCC).
- 104. With the exception of employee performance related issues, where workload issues are identified a review team agreed by the parties will be convened within 21 days of a written request from either party. Broader consultation of the findings of the review team can be undertaken through the JCC.

Clause 27 – Fixed Term Contract Employment

- 105. Government policy is to ensure ongoing positions in the public sector are not filled by fixed term contract employees. Circumstances under which employees may be employed on fixed term contracts are outlined in this clause.

Clause 28 - Contract for Service – Labour Hire

- 106. This clause requires employers to examine the use of contracts for service within their agencies. This examination will be undertaken in comparison with Approved Procedure 5 – Approved Procedures for Contracts of Service and is to be concluded within 6 months of registration of the General Agreement.
- 107. Employers are to provide the findings of their examinations to the Peak Consultative Forum.

Clause 29 - Procedure for Classifying an Office

- 108. Following the completion of the review conducted under Clause 28 – Procedure for Classifying an Office, of the Public Service General Agreement 2004 (PSAAG 2 of 2004) and in consideration of the agreed outcomes of this review, employers are required to examine the classification processes and procedures currently being applied in their agencies.
- 109. Employers are to provide the findings of their examinations to the Peak Consultative Forum.

Clause 30 – Joint Consultative Committee

- 110. This clause provides for notification of employees and the Union where change affecting employees is proposed.
- 111. Each agency is to have a JCC comprising the employer or his/her nominee, employer nominated representatives and Union nominated representatives.
- 112. The JCC will convene within 28 days of a written request being received from either party.
- 113. The JCC will determine its own operating procedures.

114. JCC's are forums for consultation. They are not decision-making bodies. Decisions will continue to be made by the employer who is responsible and accountable to Government for the effective and efficient operation of the agency.
115. Matters not resolved through the JCC can be dealt with as provided for in clause 32 - Dispute Settlement Procedure.

Clause 31 – Peak Consultative Forum

116. This clause provides for the establishment of a Peak Consultative Forum consisting of senior representatives from the Union and Directors General or their nominated representatives from DOCEP and DPC and, as required, other agencies.
117. The function of the Peak Consultative Forum will be to consult on cross sector matters including the implementation of the General Agreement.
118. There will be only one Peak Consultative Forum for all general agreements to which the Union is a party.

Clause 32 – Dispute Settlement Procedure

119. This clause provides for a dispute settlement procedure for the parties to the General Agreement, JCC disputes and employee/employer disputes.
120. The clause specifies that employees may be accompanied by a Union representative.
121. Provision is made for referring a dispute to the WAIRC.

Clause 33 - Signatures of Parties

122. This clause contains the signatures of the parties to the General Agreement.

Schedule 1 - Salaries

123. Lists salary rates applicable from the beginning of the first pay period commencing on or after 26 February 2004 and the beginning of the first pay period commencing on or after 26 February 2005.

Schedule 2 – Salaries – Specified Callings

124. Lists salary rates applicable for specified callings.

Schedule 3 – Agency Specific Agreements

125. Lists the ASA's which continue in force unless replaced by a subsequent agreement or a party withdraws from the agreement.

Schedule 4 – Expired Enterprise Bargaining Agreements

126. This EBA will remain in effect with respect to salaries only, subject to clause 10 – Transition Arrangements.

Schedule 5 – Parties to the General Agreement

127. Lists all the parties to the General Agreement.

ATTACHMENT A

EFFECTIVE DATES

	2004 General Agreement Clause	Beginning of the First Pay Period Commencing on or After 26 February 2004	Beginning of the First Pay Period Commencing on or After 26 February 2005	Beginning of the Second Pay Period Commencing on or After 26 February 2004	On and From 23 August 2004
First Salary Increase	11.2	X			
Second Salary Increase	11.2		X		
Higher Duties Allowance: Apply 2004 General Agreement Salaries	20 and 19 of the Award	X	X		
Higher Duties Allowance: New Provisions	20			X	
Night Shift Allowance: Apply Expired General Agreement Salaries	23.3				X
Night Shift Allowance: Increase to 15% in the Formula	23.2				X
Sunday Penalty: Apply 2004 General Agreement Salaries	23.4	X	X		
Sunday Penalty: Increase to Time and Three Quarters	23.4				X
Other 2004 General Agreement Terms and Conditions					X (Unless the date is otherwise specified in the General Agreement)
Salary Based Allowances Adjusted Using Expired General Agreement Salaries (a)					X
Allowances Adjusted Using 2004 General Agreement Salaries (b)		X	X		

- (a) The salary based allowances in the Award which are to be adjusted using expired General Agreement salaries are those that are based on a particular classification level i.e. afternoon and night shift allowances as per paragraph (a), subclause (2) of clause 21 – Shift Work Allowance and out of hours contact allowances as per paragraph (b), subclause (5) of clause 22 – Overtime.
- (b) To be adjusted using 2004 General Agreement salaries are payment of higher duties in accordance with clause 19 – Higher Duties Allowance, shift work performed on Saturdays, Sundays and public holidays in accordance with paragraph (b), subclause (2) of clause 21 – Shift Work Allowance and overtime in accordance with paragraph (b), subclause (4) of clause 22 – Overtime of the Award.

ATTACHMENT B**CORE EMPLOYMENT CONDITIONS**

CORE EMPLOYMENT CONDITIONS IN THE GENERAL AGREEMENT	CORE EMPLOYMENT CONDITIONS FROM THE AWARD
Title	Clause 8 – Contract of Service
Arrangement	Clause 14 – Purchased Leave – Deferred Salary Arrangement
Definitions	Clause 15 – Salary Packaging Arrangement
Purpose of General Agreement	Clause 16 – Supported Wage
Application and Parties Bound	Clause 17 – Traineeships
Term of General Agreement	Clause 18 – Annual Increments
No Further Claims	Clause 19 – Higher Duties Allowance
Agency Specific Agreements	Clause 23 – Annual Leave, including Leave Loading
Transition Arrangements	Clause 24 – Public Holidays
Salaries	Clause 25 – Long Service Leave
Salary Packaging	Clause 28 – Parental Leave
Hours – only in respect of a maximum average of 37.5 hours per week being required to be worked as ordinary hours	Clause 32 – Bereavement Leave
Personal Leave	Clause 33 – Cultural/Ceremonial Leave
Paid Parental Leave	Clause 34 – Blood/Plasma Donors Leave
Purchased Leave – 44/52 Salary Arrangement	Clause 35 – Emergency Service Leave
Annual Leave Accrual	Clause 36 – Union Facilities for Union Representatives
Annual Leave Travel Concession	Clause 37 – Leave to Attend Association Business
Additional Leave Flexibilities	Clause 38 – Trade Union Training Leave
Higher Duties Allowance	Clause 39 – Defence Force Reserves Leave
Days in Lieu of Repealed Public Service Holidays	Clause 40 – Witness and Jury Service
District Allowance	Clause 58 – Keeping of and Access to Employment Records
Shift Work Allowance	Clause 60 – Right of Entry and Inspection by Authorised Representatives
Commuted Allowances	Clause 61 – Copies of Award
Working from Home	
Workload Management	
Fixed Term Contract Employment	
Contract for Service – Labour Hire	

Procedure for Classifying an Office	
Joint Consultative Committee	
Peak Consultative Forum	
Dispute Settlement Procedure	
Signatures of Parties	
Schedule 1 Salaries	
Schedule 2 Salaries – Specified Callings	
Schedule 3 Agency Specific Agreements	
Schedule 4 Expired Enterprise Bargaining Agreements	
Schedule 5 Parties to the General Agreement	

ATTACHMENT C**SALARY BASED ALLOWANCE RATES**

Effective on and from 23 August 2004

Allowance	Rate
Afternoon Shift	\$15.84 for each shift of 7.5 hours worked
Night Shift	\$19.01 for each shift of 7.5 hours worked
Standby	\$6.89 per hour
On Call	\$3.45 per hour
Availability	\$1.72 per hour

EXPLANATORY NOTES

GOVERNMENT OFFICERS SALARIES, ALLOWANCES AND CONDITIONS AWARD 1989 VARIATIONS

Introduction

1. On 27 August 2004 the WAIRC issued an order varying the Award under the matter P23 of 2004.
2. The Award amendments come into effect on and from 23 August 2004.
3. These explanatory notes are to be read in conjunction with the General Agreement and the Award. It is not intended to be a stand alone document.

Clause 2 - Arrangement

4. A new clause 64 and Schedule P, providing for the use of expired General Agreement salary rates, have been inserted into the Award pursuant to Section 40A of the *Industrial Relations Act 1979*. More details are provided below in section clause 64 - Expired General Agreement Salaries.

Clause 22 – Overtime

5. Subclause (3) adopts the provisions of the Federal Reasonable Hours Test Case. The new subclause defines the circumstances in which officers may refuse to work overtime.

Clause 23 – Annual Leave

6. Subparagraph (i), paragraph (a) of subclause (8) entitles all officers in District Allowance Area 4 to the Annual Leave Travel Concession.
7. Paragraph (b) of subclause (8) provides that when proceeding on annual leave to a location other than Perth or Geraldton, each officer and his/her dependants are entitled to a travel concession up to a maximum amount equivalent to the value of a return economy airfare to Perth. This provision was in the Government Officers Salaries, Allowances and Conditions General Agreement 2002 and, pursuant to Section 40A of the *Industrial Relations Act 1979*, has been incorporated into the Award.
8. As there is no longer one economy airfare class, the Government Officers Salaries, Allowances and Conditions General Agreement 2004 provides that the parties will review how the maximum amount is to be established. The review will be concluded within 12 months of the General Agreement being registered.

Clause 30 – Study Leave

9. Paragraph (b) of subclause (1) clarifies that officers working shift work or on fixed term contracts have the same access to study leave as all other officers.
10. Paragraph (b) of subclause (2) provides employers with the discretion to reimburse officers for the reasonable costs of enrolment fees, Higher Education Contribution Surcharge, compulsory textbooks, compulsory computer software and other necessary study materials.
11. Some agencies already contribute to the study costs of officers. The amendment formalises this discretionary arrangement.

Clause 64 - Expired General Agreement Salaries

12. This clause inserts expired General Agreement salary rates into the Award. The clause is incorporated into the Award pursuant to Section 40A of the *Industrial Relations Act 1979*.
13. Consistent with Principle 2(j) of the *Western Australian Industrial Relations Commission Statement of Principles – June 2004*, these rates will not be subject to arbitrated safety net adjustments.
14. The expired General Agreement salary rates are for the purposes of:
 - a) the no-disadvantage test, as defined in Section 97VS of the *Industrial Relations Act 1979*, for the registration of employer-employee agreements; and
 - b) calculating salary based allowances in the Award.
15. Where the salary rates in Schedules D and E of the Award are higher than those in Schedule P of the Award, then the former shall apply.
16. On and from 23 August 2004 the allowances in the Award which will be affected by this provision are those that are based on a particular classification level i.e. afternoon and night shift allowances as per paragraph (a), subclause (2) of clause 21 – Shift Work Allowance and out of hours contact allowances as per paragraph (b), subclause (5) of clause 22 – Overtime. Prior to the General Agreement coming into effect Award rates of pay applied.

2004 - 2005 General Agreement Salaries

Level	Annual Salary as at 1 January 2003	Annual Salary 3.8% increase from first pay period commencing on or after 26 February 2004		Annual salary 3.6% increase from first pay period commencing on or after 26 February 2005	
		Annual	Fortnightly	Annual	Fortnightly
Level 1					
Under 17 yrs	\$ 14,284	\$ 14,827	\$ 568.40	\$ 15,361	\$ 588.90
17 yrs	\$ 16,693	\$ 17,328	\$ 664.30	\$ 17,952	\$ 688.30
18 yrs	\$ 19,472	\$ 20,212	\$ 774.90	\$ 20,940	\$ 802.80
19 yrs	\$ 22,539	\$ 23,396	\$ 897.00	\$ 24,238	\$ 929.30
20 yrs	\$ 25,311	\$ 26,273	\$ 1,007.30	\$ 27,219	\$ 1,043.50
1.1	\$ 27,805	\$ 28,862	\$ 1,106.50	\$ 29,901	\$ 1,146.40
1.2	\$ 28,661	\$ 29,750	\$ 1,140.60	\$ 30,821	\$ 1,181.60
1.3	\$ 29,516	\$ 30,638	\$ 1,174.60	\$ 31,741	\$ 1,216.90
1.4	\$ 30,366	\$ 31,520	\$ 1,208.40	\$ 32,655	\$ 1,251.90
1.5	\$ 31,222	\$ 32,408	\$ 1,242.50	\$ 33,575	\$ 1,287.20
1.6	\$ 32,077	\$ 33,296	\$ 1,276.50	\$ 34,495	\$ 1,322.50
1.7	\$ 33,061	\$ 34,317	\$ 1,315.70	\$ 35,552	\$ 1,363.00
1.8	\$ 33,741	\$ 35,023	\$ 1,342.70	\$ 36,284	\$ 1,391.10
1.9	\$ 34,748	\$ 36,068	\$ 1,382.80	\$ 37,366	\$ 1,432.60
Level 2					
2.1	\$ 35,952	\$ 37,318	\$ 1,430.70	\$ 38,661	\$ 1,482.20
2.2	\$ 36,876	\$ 38,277	\$ 1,467.50	\$ 39,655	\$ 1,520.30
2.3	\$ 37,847	\$ 39,285	\$ 1,506.10	\$ 40,699	\$ 1,560.30
2.4	\$ 38,873	\$ 40,350	\$ 1,547.00	\$ 41,803	\$ 1,602.70
2.5	\$ 39,946	\$ 41,464	\$ 1,589.70	\$ 42,957	\$ 1,646.90
Level 3					
3.1	\$ 41,421	\$ 42,995	\$ 1,648.40	\$ 44,543	\$ 1,707.70
3.2	\$ 42,571	\$ 44,189	\$ 1,694.10	\$ 45,780	\$ 1,755.10
3.3	\$ 43,756	\$ 45,419	\$ 1,741.30	\$ 47,054	\$ 1,804.00
3.4	\$ 44,972	\$ 46,681	\$ 1,789.70	\$ 48,362	\$ 1,854.10
Level 4					
4.1	\$ 46,641	\$ 48,413	\$ 1,856.10	\$ 50,156	\$ 1,922.90
4.2	\$ 47,948	\$ 49,770	\$ 1,908.10	\$ 51,562	\$ 1,976.80
4.3	\$ 49,293	\$ 51,166	\$ 1,961.60	\$ 53,008	\$ 2,032.30
Level 5					
5.1	\$ 51,884	\$ 53,856	\$ 2,064.80	\$ 55,795	\$ 2,139.10
5.2	\$ 53,635	\$ 55,673	\$ 2,134.40	\$ 57,677	\$ 2,211.30
5.3	\$ 55,454	\$ 57,561	\$ 2,206.80	\$ 59,633	\$ 2,286.20
5.4	\$ 57,342	\$ 59,521	\$ 2,282.00	\$ 61,664	\$ 2,364.10
Level 6					
6.1	\$ 60,378	\$ 62,672	\$ 2,402.80	\$ 64,928	\$ 2,489.30
6.2	\$ 62,442	\$ 64,815	\$ 2,484.90	\$ 67,148	\$ 2,574.40
6.3	\$ 64,578	\$ 67,032	\$ 2,569.90	\$ 69,445	\$ 2,662.40
6.4	\$ 66,859	\$ 69,400	\$ 2,660.70	\$ 71,898	\$ 2,756.50
Level 7					
7.1	\$ 70,356	\$ 73,030	\$ 2,799.90	\$ 75,659	\$ 2,900.70
7.2	\$ 72,776	\$ 75,541	\$ 2,896.10	\$ 78,260	\$ 3,000.40
7.3	\$ 75,408	\$ 78,274	\$ 3,000.90	\$ 81,092	\$ 3,109.00
Level 8					
8.1	\$ 79,687	\$ 82,715	\$ 3,171.20	\$ 85,693	\$ 3,285.40
8.2	\$ 82,752	\$ 85,897	\$ 3,293.20	\$ 88,989	\$ 3,411.70

2004 - 2005 General Agreement Salaries

8.3	\$ 86,553	\$ 89,842	\$ 3,444.40	\$ 93,076	\$ 3,568.40
Level 9					
9.1	\$ 91,299	\$ 94,768	\$ 3,633.30	\$ 98,180	\$ 3,764.10
9.2	\$ 94,506	\$ 98,097	\$ 3,760.90	\$ 101,628	\$ 3,896.30
9.3	\$ 98,163	\$ 101,893	\$ 3,906.40	\$ 105,561	\$ 4,047.10
Class 1	\$ 103,694	\$ 107,634	\$ 4,126.50	\$ 111,509	\$ 4,275.10
Class 2	\$ 109,225	\$ 113,376	\$ 4,346.70	\$ 117,458	\$ 4,503.20
Class 3	\$ 114,753	\$ 119,114	\$ 4,566.70	\$ 123,402	\$ 4,731.10
Class 4	\$ 120,284	\$ 124,855	\$ 4,786.80	\$ 129,350	\$ 4,959.10

SPECIFIED CALLINGS

Level	Annual Salary as at 1 January 2003	Annual Salary 3.8% increase from first pay period commencing on or after 26 February 2004		Annual salary 3.6% increase from first pay period commencing on or after 26 February 2005	
		Annual	Fortnightly	Annual	Fortnightly
Level 2-4					
1st Year	\$ 35,952	\$ 37,318	\$ 1,430.70	\$ 38,661	\$ 1,482.20
2nd Year	\$ 37,847	\$ 39,285	\$ 1,506.10	\$ 40,699	\$ 1,560.30
3rd Year	\$ 39,946	\$ 41,464	\$ 1,589.70	\$ 42,957	\$ 1,646.90
4th Year	\$ 42,571	\$ 44,189	\$ 1,694.10	\$ 45,780	\$ 1,755.10
5th Year	\$ 46,641	\$ 48,413	\$ 1,856.10	\$ 50,156	\$ 1,922.90
6th Year	\$ 49,293	\$ 51,166	\$ 1,961.60	\$ 53,008	\$ 2,032.30
Level 5					
5.1	\$ 51,884	\$ 53,856	\$ 2,064.80	\$ 55,795	\$ 2,139.10
5.2	\$ 53,635	\$ 55,673	\$ 2,134.40	\$ 57,677	\$ 2,211.30
5.3	\$ 55,454	\$ 57,561	\$ 2,206.80	\$ 59,633	\$ 2,286.20
5.4	\$ 57,342	\$ 59,521	\$ 2,282.00	\$ 61,664	\$ 2,364.10
Level 6					
6.1	\$ 60,378	\$ 62,672	\$ 2,402.80	\$ 64,928	\$ 2,489.30
6.2	\$ 62,442	\$ 64,815	\$ 2,484.90	\$ 67,148	\$ 2,574.40
6.3	\$ 64,578	\$ 67,032	\$ 2,569.90	\$ 69,445	\$ 2,662.40
6.4	\$ 66,859	\$ 69,400	\$ 2,660.70	\$ 71,898	\$ 2,756.50
Level 7					
7.1	\$ 70,356	\$ 73,030	\$ 2,799.90	\$ 75,659	\$ 2,900.70
7.2	\$ 72,776	\$ 75,541	\$ 2,896.10	\$ 78,260	\$ 3,000.40
7.3	\$ 75,408	\$ 78,274	\$ 3,000.90	\$ 81,092	\$ 3,109.00
Level 8					
8.1	\$ 79,687	\$ 82,715	\$ 3,171.20	\$ 85,693	\$ 3,285.40
8.2	\$ 82,752	\$ 85,897	\$ 3,293.20	\$ 88,989	\$ 3,411.70
8.3	\$ 86,553	\$ 89,842	\$ 3,444.40	\$ 93,076	\$ 3,568.40
Level 9					
9.1	\$ 91,299	\$ 94,768	\$ 3,633.30	\$ 98,180	\$ 3,764.10
9.2	\$ 94,506	\$ 98,097	\$ 3,760.90	\$ 101,628	\$ 3,896.30
9.3	\$ 98,163	\$ 101,893	\$ 3,906.40	\$ 105,561	\$ 4,047.10
Class 1	\$ 103,694	\$ 107,634	\$ 4,126.50	\$ 111,509	\$ 4,275.10
Class 2	\$ 109,225	\$ 113,376	\$ 4,346.70	\$ 117,458	\$ 4,503.20
Class 3	\$ 114,753	\$ 119,114	\$ 4,566.70	\$ 123,402	\$ 4,731.10
Class 4	\$ 120,284	\$ 124,855	\$ 4,786.80	\$ 129,350	\$ 4,959.10