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Enquiries: Ron de Blank 9222 7664

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CIRCULAR TO DEPARTMENTS AND AUTHORITIES NO.8 OF 2005

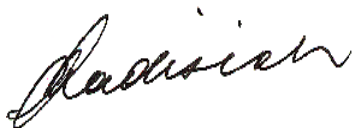
**GOVERNMENT OFFICERS SALARIES, ALLOWANCES AND CONDITIONS GENERAL AGREEMENT 2004 AND ASSOCIATED GOVERNMENT OFFICERS SALARIES, ALLOWANCES AND CONDITIONS AWARD 1989 VARIATIONS - IMPLEMENTATION GUIDELINES AND EXPLANATORY NOTES VERSION 2**

Implementation Guidelines and Explanatory Notes for the Government Officers Salaries, Allowances and Conditions General Agreement 2004 and associated variations to the Government Officers Salaries, Allowances and Conditions Award 1989 were first issued as part of *Circular to Departments and Authorities No. 5 of 2004 - Government Officers Salaries, Allowances and Conditions General Agreement 2004 – PSAAG 10 of 2004*.

Implementation Guidelines and Explanatory Notes Version 2 are attached. Version 2 replaces the Implementation Guidelines and Explanatory Notes issued as part of *Circular to Departments and Authorities No. 5 of 2004*. The key variations are detailed in Schedule A of Version 2.

Version 2 provides clarification on a number of matters that have been raised since the initial document was prepared. It provides further assistance in implementing the General Agreement and associated Award variations.

A copy of Version 2 can be accessed from the DOCEP Labour Relations website at <http://www.docep.wa.gov.au/lr/LabourRelations/Content/Public%20Sector/Resources/Circulars/circular.html>.



**JEFF RADISICH  
EXECUTIVE DIRECTOR  
LABOUR RELATIONS**

26 July 2005



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*

*VERSION 2*

*26 July 2005*

## **INTRODUCTION**

1. Implementation Guidelines and Explanatory Notes for the Government Officers Salaries, Allowances and Conditions General Agreement 2004 and associated Government Officers Salaries, Allowances and Conditions Award 1989 variations were first issued on 27 August 2004.
2. Version 2 of these Guidelines and Explanatory Notes provides clarification on a number of further matters that have been raised since the initial document was prepared.
3. This document provides further assistance in implementing the General Agreement and associated Award variations and replaces the Implementation Guidelines and Explanatory Notes issued on 27 August 2004.
4. The key variations to the 27 August 2004 Implementation Guidelines and Explanatory Notes are detailed in Schedule A.

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## **IMPLEMENTATION GUIDELINES**

### **VERSION 2**

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

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#### **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 replaced 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;
  - Government Officers (State Government Insurance Commission) Award 1987; and
  - Graylands Selby-Lemnos and Special Care Health Services Award 1999.
10. In addition, the Country High School Hostels Authority Residential College Supervisory Staff Agreement 2004 replaced the 2003 General Agreement.
11. Implementation guidelines and explanatory notes are also available for the Public Service General Agreement 2004.

## 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 (i.e. for most agencies on and from 11 March 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****VERSION 2**

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

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**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 continued in force when the General Agreement was registered unless replaced by a subsequent agreement or a party withdraws from the agreement. 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, 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, were above the General Agreement salary rates when the General Agreement was registered.

### 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. The second salary increase is effective for most agencies on and from 11 March 2005.
31. Fortnightly salaries are to be paid as per the attachment to *Circular to Departments and Authorities No. 5 of 2004 – Government Officers Salaries, Allowances and Conditions General Agreement 2004 – PSAAG 10 of 2004*. The calculation of these figures is prescribed by Treasurer's Instructions, Treasury audit conventions and National and State Wage Case decisions.
32. From the first pay period commencing on or after 26 February 2004 and the first pay period commencing on or after 26 February 2005 (i.e. for most agencies on and from 11 March 2005) 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.
33. Salary based allowances under the Award will be adjusted using expired General Agreement salary rates as per Schedule P of the Award effective from the date of registration of the General Agreement in lieu of previously applied Award rates of pay as

per Schedules D and E of the Award. 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. The allowances are not adjusted using any salary rates in the General Agreement.

34. 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**

35. 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

36. 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.
37. Employers may require or agree 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

38. 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 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.
39. 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.
40. Flexible working arrangements provide for the right of employees to be compensated for additional hours required to be worked to meet operational and customer service requirements. It is not intended that flexible working arrangements be used to accrue periods of leave. A flexitime roster may indicate minimum staffing and other requirements in respect to starting and finishing times to suit the operational needs of the agency.
41. 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.
42. 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.
43. Flexible working arrangements apply to part-time employees on a pro rata basis.

#### Variations to Flexible Working Arrangements

44. 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.
45. 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)).
46. 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

47. 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

48. 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.
49. Personal leave replaces sick leave (except subclause 26(17) of the Award), carers leave and short leave.
50. Personal leave is not for circumstances normally met by other forms of leave.

### Entitlement

51. The annual entitlement is 112.5 hours (15 days) of which 97.5 hours (13 days) is cumulative.
52. An employee's current sick leave anniversary date will be maintained for the purposes of the personal leave entitlement.
53. 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

54. This clause operates on and from 23 August 2004.
55. On commencement of the operation of this clause both sick and short leave will cease to exist. All existing sick leave credits (except for war caused illnesses) will be converted to cumulative personal leave and recorded in hours. Entitlements for war caused illnesses continue as per the Award.
56. 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.
57. Examples of personal leave credits resulting from short leave entitlements as at 23 August 2004:

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

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

#### Reasons for Taking Personal Leave

59. Personal leave may be accessed in accordance with the provisions of subclause 14.19 of the General Agreement for illness or injury, to be the primary care giver, unanticipated matters or, in defined circumstances, planned matters.

#### Minimum Conditions of Employment Act 1993 Requirements to be Met

60. 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.
61. 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

62. 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.
63. An application for personal leave exceeding 2 consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
64. 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.
65. 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

66. 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.
67. 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.

68. 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

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

#### Agency Policies

70. Agencies should have policies consistent with this clause that address such matters as:
- a) defining the respective roles and responsibilities of employees, managers and Human Resources;
  - b) monitoring, analysing and reporting absence levels and trends;
  - c) notification of personal leave absences;
  - d) when evidence is required;
  - e) what form of evidence is required;
  - f) who makes decisions about the requirement for evidence;
  - g) how to deal with requirements for evidence;
  - h) ensuring new and existing employees and managers are aware of the policies; and
  - i) providing training and advice to support the application of personal leave.

#### **Clause 15 – Paid Parental Leave**

71. This clause provides for paid parental leave of 7 weeks from 1 January 2005 and 8 weeks from 1 January 2006.
72. To be eligible for the increased entitlements employees must commence the leave on or after 1 January of the relevant year.

#### **Clause 16 - Purchased Leave – 44/52 Salary Arrangement**

73. 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.
74. Agencies should consider developing operational policies to manage purchased leave.
75. Access to purchased leave is subject to the employee having satisfied the agency's accrued leave management policy.
76. Employers will assess each application on its merits and give consideration to the personal circumstances of the employee seeking purchased leave.

77. 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.
78. Agencies should refer to *Circular to Departments and Authorities No. 3 of 2005 – 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**

79. 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.
80. The provision relates to pro rata annual leave entitlements only.
81. 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**

82. 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.
83. 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**

#### New Flexibilities

84. 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.

#### Taking Long Service Leave in Minimum Lots of One Day

85. A full entitlement of 13 weeks long service leave equates to the payment of 65 days when the full entitlement is taken. Employers approve when and how the leave is taken.



### Pro Rata Long Service Leave

86. Pro rata long service leave is an ageing workforce initiative. It is available at the rate of 9.28 days per completed 12 month period of continuous service, regardless of the length of prior service, for employees within 7 years of preservation age under Western Australian Government superannuation arrangements. Pro rata long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.
87. Employees can only access 9.28 days from their next anniversary date after the date of registration of the General Agreement. The following examples illustrate how pro rata long service may be accessed by an employee who meets the requirements of subclause 19.5:
- a) If the employee's anniversary date is 14 July 2005, 9.28 days may be accessed from that date;
  - b) If the employee's accrued long service leave entitlement became due on 14 July 2001 then only 9.28 days may be accessed from 14 July 2005 (not 9.28 days x 4 years = 37.12 days). This assumes the anniversary date has not changed e.g. by cashing out or taking long service leave in this period;
  - c) If the employee does not take any of the 9.28 days available from 14 July 2005, then on 14 July 2006 the employee can access 18.56 days (9.28 days x 2 years), assuming the anniversary date has not changed; and
  - d) If the employee takes 2 days during the period from 14 July 2005 to 13 July 2006, then from 16 July 2006 the employee can access 16.56 days (7.28 + 9.28 days). The anniversary date has moved out by the two days long service leave taken.
88. Employees who take pro rata long service leave and resign prior to age 55 are not required to pay back the monetary equivalent of the leave taken.
89. Pro rata long service leave taken under this clause of the General Agreement is deducted from any pro rata long service leave that is paid as a lump sum as per subparagraph (i), paragraph (b), subclause (8) and from any pro rata long service leave taken as per subclause (12) of clause 25 – Long Service Leave of the Award.
90. Information required concerning preservation age under Western Australian Government superannuation arrangements can be obtained from GESB.

### Excising Service

91. 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.
92. 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.

### Higher Duties Allowance When Proceeding on Long Service Leave

93. See explanatory notes on clause 20 – Higher Duties Allowance.

### Long Service Leave for Employees on 9 Day Fortnights

94. 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**

95. This clause replaces subclauses (6), (7) and (8) of clause 19 – Higher Duties Allowance of the Award.
96. 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.

#### Proceeding on Annual Leave

97. 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.
98. 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).

99. 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.

#### Proceeding on Long Service Leave

- 100. The Award and General Agreement provide for the payment, under specified circumstances, of HDA where an employee proceeds on a period of any approved leave of absence other than annual leave of not more than four weeks. Where the period is greater than four weeks then no higher duties is payable.
- 101. Under the Award the higher duties allowance is equal to the difference between the employee's own salary and the salary the employee would receive if the employee was permanently appointed to the office in which he/she is acting. This refers to normal HDA. HDA is paid at normal rates and not at double pay or half pay.
- 102. Historically, the higher duties allowance acted to ensure an employee was not financially disadvantaged by taking leave when on HDA. When acting for 12 months, if an employee proceeded on four weeks annual leave or four weeks long service leave then he/she was paid a normal salary for 52 weeks of the year and received HDA for 52 weeks.
- 103. All of the following principles are to be satisfied to determine the payment of HDA when proceeding on long service leave:
  - a) The period of the long service leave entitlement "extinguished" (i.e. accessed by proceeding on leave on normal, half or double pay) determines whether HDA is payable or not;
  - b) The employee must "proceed" (i.e. be absent on leave) on long service leave. This is consistent with the Award and General Agreement;
  - c) HDA should be paid for no longer than 52 weeks in a continuous period of 12 months, consistent with the concept of not being financially disadvantaged; and
  - d) HDA is not payable for periods of long service leave greater than four weeks. This is consistent with the Award and General Agreement.

104. The application of these principles to long service leave on double pay and half pay may result in some inconsistencies between different scenarios. If employees choose to avail themselves of these flexibilities there may be some consequences (i.e. “wins” and “losses”).
105. **Double Pay.** For an employee in receipt of HDA for a continuous period of 12 months or more, or less than 12 months and no other employee acts in the position and the employee resumes in the position immediately on return from leave, the following examples show the HDA payable when proceeding on long service leave on double pay for half the period accrued:

<u>Leave Entitlement Extinguished (Weeks)</u>	<u>Proceed on Leave (Weeks)</u>	<u>Normal HDA Payable (Weeks)</u>	<u>Reasons</u>
6	3	0	Extinguished > 4 weeks.
4	2	2	Extinguished no more than 4 weeks and proceeding on leave; however, HDA is to be paid on no more than 52 weeks per year; therefore, HDA payable on 2 weeks only and not the 4 weeks extinguished; normal HDA applies.
2	1	1	Extinguished no more than 4 weeks and proceeding on leave; however, HDA is to be paid on no more than 52 weeks per year; therefore, HDA payable on 1 week only and not the 2 weeks extinguished; normal HDA applies.

106. **Half Pay.** For an employee in receipt of HDA for a continuous period of 12 months or more, or less than 12 months and no other employee acts in the position and the employee resumes in the position immediately on return from leave, the following examples show the HDA payable when proceeding on long service leave on half pay for double the period accrued:

<u>Leave Entitlement Extinguished (Weeks)</u>	<u>Proceed on Leave (Weeks)</u>	<u>Normal HDA Payable (Weeks)</u>	<u>Reasons</u>
6	12	0	Extinguished > 4 weeks.
5	10	0	Extinguished > 4 weeks.

4	8	4	Extinguished no more than 4 weeks and proceeding on leave; receive HDA for no more than 52 weeks; normal HDA paid over 4 weeks.
3	6	3	Extinguished no more than 4 weeks and proceeding on leave; receive HDA for no more than 52 weeks; normal HDA paid over 3 weeks.
2	4	2	Extinguished no more than 4 weeks and proceeding on leave; receive HDA for no more than 52 weeks; normal HDA paid over 2 weeks.
1	2	1	Extinguished no more than 4 weeks and proceeding on leave; receive HDA for no more than 52 weeks; normal HDA paid over 1 week.

### Cashing Out Long Service Leave

107. Employees who cash out any entitlement of long service leave do not receive HDA on the cashed out entitlement. They do not “proceed” on leave and, if acting for 12 months or more, payment of HDA on the amount cashed out would result in them receiving HDA for more than 52 weeks in a continuous period of 12 months.

### Proceeding on a Combination of Annual Leave and Long Service Leave

108. All of the following principles are to be satisfied to determine the HDA to be paid to employees proceeding on a combination of annual and long service leave:
- a) Where an employee who has been in receipt of HDA for a continuous period of twelve months or more proceeds on any period of absence which exceeds 4 weeks, the employee receives HDA for all annual leave if returning to the position or, if not returning to the position, for the period of annual leave accrued while on higher duties. In these scenarios no HDA is paid on long service leave because the total period of leave exceeds 4 weeks;
  - b) If the total period of leave is less than 4 weeks, the employee receives HDA for annual leave and long service leave, subject to meeting the required General Agreement conditions; and
  - c) Periods of absence are treated as separate periods where there are breaks in between which result in a return to duties.
109. These principles are consistent with the intent of the Award and the intended changes to the payment of HDA while on annual leave introduced through the negotiated framework (i.e. subclauses 20.2 and 20.3 of the General Agreement). Under the Award, no HDA is paid for long service leave if the total period of leave is greater than 4 weeks. The General

Agreement enhanced the entitlement to HDA while on annual leave and not while on periods of other approved leave of absence including long service leave.

110. There are some critical issues to be considered to determine the HDA to be paid to employees proceeding on a combination of annual and long service leave:
- a) Subclauses (6) and (8) of clause 19 – Higher Duties Allowance of the Award refers to “a period” of absence i.e. one period. Under the Award if that period exceeds 4 weeks then no HDA is payable for long service leave;
  - b) It is significant whether the employee has been in receipt of HDA for a continuous period of twelve months or more or less than 12 months; and
  - c) It is significant whether the employee is resuming in the office or not.
111. The above principles and critical issues apply regardless of the order in which the annual and long service leave is taken.
112. In the following examples the employee proceeds on leave, without any breaks in between the two types of leave, after being in receipt of HDA for a continuous period of 12 months:

Leave	HDA While on Leave
1. 4 weeks annual leave, 3 weeks long service leave	Annual leave – receive HDA for 4 weeks; Long service leave – total period of leave exceeds 4 weeks therefore no HDA paid.
2. 2 weeks annual leave, 1 week long service leave	Annual leave – receive HDA for 2 weeks; Long service leave – receive HDA for 1 week because total period of leave is less than 4 weeks.
3. 3 weeks long service leave, 4 weeks annual leave	Annual leave – receive HDA for 4 weeks; Long service leave – total period of leave exceeds 4 weeks therefore no HDA paid.
4. 3 weeks annual leave, 3 weeks long service leave	Annual leave – receive HDA for 3 weeks; Long service leave – total period of leave exceeds 4 weeks therefore no HDA paid.
5. 4 weeks annual leave, 2 weeks long service leave, 4 weeks annual leave, 4 weeks long service leave	Annual leave – receive HDA for 8 weeks if returning to the position after the total absence on leave. If the employee doesn't return to the position then HDA paid on period of annual leave accrued while on HDA (i.e. 4 weeks); Long service leave – total period of leave exceeds 4 weeks therefore no HDA paid.

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

113. 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*.
114. The days are only available to employees who would normally be expected to work these days.

- 115. Employees who are on long service leave on the days are not eligible for days in lieu.
- 116. 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.
- 117. 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**

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

#### **Clause 23 – Shift Work Allowance**

- 119. 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.
- 120. 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.
- 121. 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**

- 122. 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**

- 123. This is a facilitative clause for working from home, which is subject to employer discretion.
- 124. 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**

- 125. 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.
- 126. 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.
- 127. Workload issues may be dealt with as a function of the agency joint consultative committee (JCC).

128. 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**

129. 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.
130. In relation to projects with a finite life which are substantially externally funded, including multiple external funding, paragraph (b) of subclause 27.2 of the General Agreement requires the employer to present a business case supporting the use of fixed term contract employees in such positions to the Peak Consultative Forum. Business cases are to be provided to DOCEP for forwarding to the Peak Consultative Forum.

### **Clause 28 - Contract for Service – Labour Hire**

131. 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.
132. Employers are to provide the findings of their examinations to DOCEP for forwarding to the Peak Consultative Forum.

### **Clause 29 - Procedure for Classifying an Office**

133. 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.
134. Employers are to provide the findings of their examinations to the Peak Consultative Forum.

### **Clause 30 – Joint Consultative Committee**

135. This clause provides for notification of employees and the Union where change affecting employees is proposed.
136. Each agency is to have a JCC comprising the employer or his/her nominee, employer nominated representatives and Union nominated representatives.
137. The JCC will convene within 28 days of a written request being received from either party.
138. The JCC will determine its own operating procedures.
139. 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.
140. Matters not resolved through the JCC can be dealt with as provided for in clause 32 - Dispute Settlement Procedure.



**Clause 31 – Peak Consultative Forum**

141. 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.
142. The function of the Peak Consultative Forum is to consult on cross sector matters including the implementation of the General Agreement.
143. There will be only one Peak Consultative Forum for all general agreements to which the Union is a party.

**Clause 32 – Dispute Settlement Procedure**

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

**Clause 33 - Signatures of Parties**

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

**Schedule 1 - Salaries**

148. 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. Fortnightly salaries are to be paid as per the attachment to *Circular to Departments and Authorities No. 5 of 2004 – Government Officers Salaries, Allowances and Conditions General Agreement 2004 – PSAAG 10 of 2004*. The calculation of these figures is prescribed by Treasurer's Instructions, Treasury audit conventions and National and State Wage Case decisions.

**Schedule 2 – Salaries – Specified Callings**

149. Lists salary rates applicable for specified callings. Fortnightly salaries are to be paid as per the attachment to *Circular to Departments and Authorities No. 5 of 2004 – Government Officers Salaries, Allowances and Conditions General Agreement 2004 – PSAAG 10 of 2004*. The calculation of these figures is prescribed by Treasurer's Instructions, Treasury audit conventions and National and State Wage Case decisions.

**Schedule 3 – Agency Specific Agreements**

150. Lists the ASA's which continued in force when the General Agreement was registered unless replaced by a subsequent agreement or a party withdraws from the agreement.

**Schedule 4 – Expired Enterprise Bargaining Agreements**

151. This EBA remained in effect with respect to salaries only when the General Agreement was registered, subject to clause 10 – Transition Arrangements.

**Schedule 5 – Parties to the General Agreement**

152. 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 (i.e. for most agencies on and from 11 March 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 as per Schedule P of the Award 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**

<b>CORE EMPLOYMENT CONDITIONS IN THE GENERAL AGREEMENT</b>	<b>CORE EMPLOYMENT CONDITIONS FROM THE AWARD</b>
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

<b>Allowance</b>	<b>Rate</b>
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****VERSION 2**

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

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**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 the explanatory notes on 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.

**SCHEDULE A**


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**KEY VARIATIONS TO THE 27 AUGUST 2004 IMPLEMENTATION GUIDELINES  
AND EXPLANATORY NOTES**


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Paragraph Number of Version 2 of the Implementation Guidelines and Explanatory Notes	General Agreement Clause Number	Clause / Subclause Title	Nature of Variation
<b>INTRODUCTION</b>			
1-4			Explains that this document is the second version of the Implementation Guidelines and Explanatory Notes and refers to the key variations in Schedule A.
<b>IMPLEMENTATION GUIDELINES – VERSION 2</b>			
9			Addition of a new general agreement developed which is to be read in conjunction with the Graylands Selby-Lemnos and Special Care Health Services Award 1999.
12	11	Salaries	For most agencies the second salary increase is paid on and from 11 March 2005.
<b>EXPLANATORY NOTES – GOVERNMENT OFFICERS SALARIES, ALLOWANCES AND CONDITIONS GENERAL AGREEMENT 2004 – VERSION 2</b>			
30	11	Salaries	For most agencies the second salary increase is paid on and from 11 March 2005.
31	11	Salaries	Correct payment of salaries and how they are calculated.
33	11	Salaries	Salary based allowances are not adjusted using any salary rates in the General Agreement.
38 (d)	13	Hours – Flexible Working Arrangements	Where flexible working arrangements apply the banking of credit hours in excess of 15 hours at the end of a settlement period does not require the specific approval of the employer.
40	13	Hours – Flexible Working Arrangements	Flexible working arrangements provide for the right of employees to be compensated for additional hours required to be worked to meet operational and customer service requirements. It is not intended that flexible working arrangements be used to accrue periods of leave.



<b>Paragraph Number of Version 2 of the Implementation Guidelines and Explanatory Notes</b>	<b>General Agreement Clause Number</b>	<b>Clause / Subclause Title</b>	<b>Nature of Variation</b>
43	13	Hours – Flexible Working Arrangements	Flexible working arrangements apply to part-time employees on a pro rata basis.
55	14	Personal Leave - Transition	Entitlements for war caused illnesses continue as per the Award.
70	14	Personal Leave – Agency Policies	Additional examples of matters that may be included in agency personal leave policies.
72	15	Paid Parental Leave	To be eligible for the increased entitlements employees must commence the leave on or after 1 January of the relevant year.
78	16	Purchased Leave – 44/52 Salary Arrangement	A new Circular to Departments and Authorities – No.3 of 2005 - has been issued.
85	19	Additional Leave Flexibilities - Taking Long Service Leave in Minimum Lots of One Day	A full entitlement of 13 weeks long service leave equates to the payment of 65 days when the full entitlement is taken.
86-90	19	Additional Leave Flexibilities - Pro Rata Long Service Leave	Clarifies access to pro rata long service leave.
100-106	20	Higher Duties Allowance – Proceeding on Long Service Leave	Payment of a higher duties allowance when proceeding on long service leave.
107	20	Higher Duties Allowance – Cashing Out Long Service Leave	No payment of a higher duties allowance when cashing out long service leave.
108-112	20	Higher Duties Allowance – Proceeding on a Combination of Annual and Long Service Leave	Payment of a higher duties allowance when proceeding on a combination of annual and long service leave.

Paragraph Number of Version 2 of the Implementation Guidelines and Explanatory Notes	General Agreement Clause Number	Clause / Subclause Title	Nature of Variation
130	27	Fixed Term Contract Employment	Requirement to present a business case to the Peak Consultative Forum for projects with a finite life which are substantially externally funded.
132	28	Contract for Service – Labour Hire	Employers are to provide the findings of their examinations of the use of contracts for service to DOCEP for forwarding to the Peak Consultative Forum.
148	Schedule 1	Salaries	Correct payment of salaries and how they are calculated.
149	Schedule 2	Salaries – Specified Callings	Correct payment of salaries and how they are calculated.
Attachment A			For most agencies the second salary increase is paid on and from 11 March 2005.