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CIRCULAR TO DEPARTMENTS AND AUTHORITIES NO. 17 OF 2006

**PUBLIC SERVICE GENERAL AGREEMENT 2006**

**IMPLEMENTATION GUIDELINES & EXPLANATORY NOTES**

Implementation Guidelines and Explanatory Notes for the Public Service General Agreement 2006 are attached. They cover both the General Agreement and the associated variations to the Public Service Award 1992.

New provisions are highlighted in table or border format within the documentation.

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

Susan Barrera  
**EXECUTIVE DIRECTOR**

10 November 2006





Department of **Consumer  
and Employment Protection**  
Government of **Western Australia**

**Labour Relations**

**PUBLIC SERVICE  
GENERAL AGREEMENT 2006  
AND  
PUBLIC SERVICE AWARD 1992 VARIATIONS**

*Implementation Guidelines*

*and*

*Explanatory Notes*

1 November 2006

## TABLE OF CONTENTS

	Page
<b>Introduction</b>	3
<b>Implementation Guidelines</b>	4
Background	4
Definitions	4
Overview	5
Salary Outcomes	5
Agency Specific Agreements	6
Statutory Contracts of Employment	6
<b>Explanatory Notes</b>	
<u>Part A - Public Service General Agreement 2006</u>	7
Introduction	7
Clauses 1 to 10	7
Clause 11 – Salaries	9
Clauses 12 to 13	10
Clause 14 - Personal Leave	12
Clause 15 - Bereavement Leave	16
Clause 16 - Information Technology Resources	16
Clauses 17 to 19	17
Clauses 20 - Higher Duties Allowance	19
Clause 21	23
Clause 22 - District Allowance for Casuals	23
Clause 23 - Shift Work and Weekend Allowances	24
Clauses 24 to 29	24
Clause 30 - Remote and Isolated Locations	26
Clause 31 - Regional Training and Development	26
Clause 32 - Removal Allowance	27
Clauses 33 to 36	27

## TABLE OF CONTENTS

	Page
<u>Part A - Public Service General Agreement 2006</u> (continued)	
Schedules 1 & 2 - Salary Rates	28
Schedule 3 - Agency Specific Agreements	28
Schedule 4 - Parties to the General Agreement	28
 <u>Part B - Public Service Award 1992 Variations</u>	 29
Introduction	29
Clauses 2, 4, 6, 8, 10, 13, 14, 22, 23 and 25	29
Clause 28 - Parental Leave	31
Clauses 29, 30, 33, and 65	32
Schedule H - Out of Hours Contact	33
Schedule M - Expired General Agreement Salaries	33
 Attachment A	 34
Summary of Major Changes from the 2004 General Agreement	
 Attachment B	 35
Core Employment Conditions	

## INTRODUCTION

### BACKGROUND

1. Implementation Guidelines and Explanatory Notes for the Public Service General Agreement 2004 and associated Public Service Award 1992 variations were first issued on 13 August 2004.
2. Version 2 was issued on 3 May 2005, and provided clarification on a number of further matters that had been raised since the initial document was prepared.

### PUBLIC SERVICE GENERAL AGREEMENT 2006

3. These Guidelines and Explanatory Notes provide information on existing, new and amended provisions negotiated for both the Public Service General Agreement 2006 and the Public Service Award 1992. They replace version 2 of the Public Service General Agreement 2004 Guidelines and Explanatory Notes.
4. Changes introduced into the new Public Service General Agreement 2006 are contained within borders for easy identification.
5. The Public Service General Agreement 2006 changes are summarised in Schedule A.
6. These Guidelines do not address the recent *Minimum Conditions of Employment Act 1993* changes effective from 4 July 2006 or recent additional entitlements in the *Workplace Relations Act 1996*. As the changes apply across the public sector, they are detailed in the following Circulars to Department and Authorities:
  - (a) No 12 of 2006 - *Parental Leave*, and
  - (b) No. 13 of 2006 - *Minimum Conditions of Employment Amendments and Application to Public Sector Employment Conditions*.

## IMPLEMENTATION GUIDELINES

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### ***PUBLIC SERVICE GENERAL AGREEMENT 2006***

#### **AND**

### ***PUBLIC SERVICE AWARD 1992***

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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 was 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. The Public Service General Agreement 2004 further consolidated the implementation of the Government's key objective to restore parity in wages and employment conditions amongst like employees.
4. The Public Service General Agreement 2006 builds on these objectives.

#### **DEFINITIONS**

5. In these guidelines and explanatory notes:
    - (a) "ASA" means an agency specific agreement;
    - (b) "Award" means the Public Service Award 1992;
    - (c) "DOCEP" means the Department of Consumer and Employment Protection;
- (d) "General Agreement" means the Public Service General Agreement 2006 PSA AG 7 of 2006;
  - (e) "Regional employee" is not defined in the Award or General Agreement, however means any employee other than one whose assigned headquarters are within the metropolitan area as defined in the Award;
  - (f) "Remote employee" is not defined in the Award or General Agreement however means employees whose assigned headquarters are in the specific remote locations identified at clause 30 – Remote & Isolated Locations in the General Agreement;

- (g) "Replaced General Agreement" means the Public Service General Agreement 2004;"
- (h) "Union" means the Civil Service Association of WA (Inc) (the Association); and
- (i) "WAIRC" means the Western Australian Industrial Relations Commission.

## OVERVIEW

6. The new General Agreement was negotiated by DOCEP on behalf of respondent employers and the Union representing public service officers. The parties agreed that the outcomes of this General Agreement would form the basis for other related General Agreements, subject to the retention of provisions specific to agencies in previous agreements unless otherwise agreed.
7. These Guidelines combine existing, new and amended provisions to facilitate understanding of the General Agreement and related Award variations.
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: [www.docep.wa.gov.au/lr/default.html](http://www.docep.wa.gov.au/lr/default.html).
9. Implementation guidelines and explanatory notes will also be available for the Government Officers Salaries, Allowances and Conditions General Agreement 2006.

## SALARY OUTCOMES

10. The WAIRC Order for the General Agreement issued on Wednesday 26 July 2006 took effect from the beginning of the first pay period commencing on or after that date, ie from Friday 28 July 2006.
11. The General Agreement provides for the following salary increases:
- a first salary increase of 4.5% from the beginning of the first pay period commencing on or after 26 February 2006, ie from Friday 10 March 2006; and
  - a second salary increase of 4.0% from the beginning of the first pay period commencing on or after 26 February 2007, ie from Friday 9 March 2007.
12. Arrears – Permanent, Fixed Term and Part time Employment  
Public service officers who have moved between public service departments on or after 10 March 2006 and before 28 July 2006, and where recognition of prior service is established, are to receive salary arrears payments retrospective to 10 March 2006 from the employing authority as at 28 July 2006. This includes fixed term contract officers.
13. Arrears - Casual Employment  
Casual employment is by the hour, and there is no entitlement to salary arrears for employment that occurred prior to the date of effect of the General Agreement.



## **AGENCY SPECIFIC AGREEMENTS**

14. In conjunction with DOCEP, agencies are required to review their ASAs to ascertain the continued need for the agreements and to ensure that the core conditions referred to in General Agreement clause 8 – Core Conditions are not the subject of the ASAs. Where core conditions are the subject of an ASA, DOCEP must be advised.
15. Departments may negotiate new ASAs that do not conflict with the core conditions of the General Agreement.
16. Where new ASAs are being considered, agencies are required to consult with DOCEP and gain formal endorsement of negotiating parameters prior to any offer being made.
17. Either party may refer matters in dispute to the WAIRC. Agencies are required to consult with DOCEP prior to the referral of any matter to the WAIRC.

## **STATUTORY CONTRACTS OF EMPLOYMENT**

18. For employees still 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, which continues to have application.

## EXPLANATORY NOTES

### Part A

## ***PUBLIC SERVICE GENERAL AGREEMENT 2006***

### INTRODUCTION

1. These explanatory notes are to be read in conjunction with the General Agreement and the Award. The General Agreement, read in conjunction with the Award, provides the salaries and employment conditions of public service officers.
2. These Guidelines and Explanatory Notes are not intended to be stand-alone documentation.

#### **Clause 1 - Title**

**(updated)**

3. This clause specifies the title of the General Agreement as the Public Service General Agreement 2006, and replaces the Public Service General Agreement 2004.

#### **Clause 2 - Arrangement**

**(updated)**

4. All clauses and schedules of the General Agreement are listed. A number of previous General Agreement provisions have been relocated to the Award, and new provisions added. Note that the references to General Agreement clauses 26 – Workload Management and 27 – Working from Home are in the wrong order. As per the body of the General Agreement, clause 26 is “Working from Home” and clause 27 is “Workload Management”.

#### **Clause 3 - Definitions**

**(minor changes from 2004)**

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

In addition, the following terms are explained.

“Regional employee” is not defined in the Award or General Agreement, but means any employee other than one whose assigned headquarters are within the metropolitan area as defined in the Award.

“Remote employee” is not defined in the Award or General Agreement but refers to employees whose assigned headquarters are in the specific remote locations identified at General Agreement clause 30 - Remote & Isolated Locations.

#### **Clause 4 - Purpose of Agreement**

**(unchanged from 2004)**

6. 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 ASAs.

**Clause 5 - Application and Parties Bound (unchanged from 2004)**

7. This clause identifies the parties bound by the General Agreement and employees to whom the General Agreement applies.
8. Employees whose employment ceased prior to the date of effect of the General Agreement are not entitled to the retrospectivity of salaries or conditions under this General Agreement.
9. The General Agreement is to be read in conjunction with the Award. The General Agreement prevails to the extent of any inconsistencies.
10. The clause refers to existing ASAs which continue in force when the General Agreement was registered unless replaced by a subsequent ASA or a party withdraws from an ASA. Except where the General Agreement identifies conditions as core, the provisions of ASAs prevail over the Award and the General Agreement to the extent of any inconsistencies.

**Clause 6 - Term of General Agreement (updated)**

11. Whilst the General Agreement was registered on Wednesday 26 July 2006, it was not effective until the beginning of the first pay period on or after that date, ie it operates from Friday 28 July 2006 and will expire on Monday 25 February 2008.
12. The parties have agreed 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 the beginning of the first pay period on or after Tuesday 26 February 2008.

**Clause 7 - No Further Claims (unchanged from 2004)**

13. 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 (unchanged from 2004)**

14. Core employment conditions cannot be varied.
15. The core employment conditions are:
  - a) the terms and conditions of the General Agreement, with the exception of General Agreement 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 General Agreement clause 8 – Core Conditions.
16. The core employment conditions are itemised in Attachment B.

**Clause 9 - Agency Specific Agreements (ASAs) (unchanged from 2004)**

17. This clause provides for ASAs provided they do not vary the core employment conditions referred to in General Agreement clause 8 – Core Conditions.

18. Except where the General Agreement identifies conditions as core, the provisions of ASAs prevail over the General Agreement and the Award to the extent of any inconsistencies.
19. The General Agreement provides for only two circumstances where new ASAs 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.
20. ASAs are to be negotiated with the Union.
21. Where agreement cannot be reached, either party may refer the matter to the WAIRC.

### **Clause 10 - Transition Arrangements**

#### Compaction of Level 1

**(minor changes from 2004)**

22. The compaction provision (as repeated below) is unchanged from PSGA 2004 and provides for transition arrangements in respect of the compaction of Level 1 classification. Once the compaction transition provision is confirmed as no longer being required in any Department, it will not be continued in the next General Agreement.

23. Where an employee prior to the date of becoming covered by the Public Service General Agreement 2002 was covered by an industrial agreement that provided for a compacted Level 1 salary range, and was under 21 years of age at the commencement of that 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 industrial agreement.

#### Annual Leave, Loading and Salary Maintenance

24. The transitional annual leave loading and the salary maintenance provisions are no longer required and have been deleted.

25. Annual leave is to be taken in the order in which it was accrued.

### **Clause 11 - Salaries**

**(updated)**

26. This clause refers to the salary schedules in the General Agreement.

27. The first salary increase is payable from the beginning of the first pay period commencing on or after 26 February 2006 ie Friday 10 March and the second salary increase is payable from the beginning of the first pay period commencing on or after 26 February 2007 ie Friday 9 March 2007.

28. Fortnightly salaries are to be paid in accordance with Circular to Departments and Authorities No.8 of 2006 - *Public Service General Agreement 2006 - PSA AG 7 of*

2006.

29. All other new provisions commence operation from the beginning of the first pay period commencing on or after 26 July 2006.

#### Supported Wage

30. 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**

**(unchanged from 2004)**

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

#### **Clause 13 - Hours**

**(minimal changes from 2004)**

#### Prescribed Hours

32. 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.
33. 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.

34. There is one clarification in the General Agreement. Where the employer requires prescribed ordinary hours to be worked other than on weekdays and the times specified above, General Agreement paragraph 13.5 (c) details the entitlement to shift penalty rates that consequentially apply.

#### Flexible Working Arrangements

35. Flexible working arrangements are 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.
36. 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.
37. 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.
38. 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.
39. 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.
40. Flexible working arrangements apply to part-time employees on a pro rata basis.

#### 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 [General Agreement paragraph 13.6 (b)], requiring/not requiring a flexitime roster [General Agreement paragraph 13.8 (a)] and requiring a new roster to be utilised [General Agreement paragraph 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 [General Agreement paragraph 13.10 (b)], changing from 37.5 the number of hours that may be banked at any time [General Agreement paragraph 13.10 (c)], reducing the amount of flexi leave that may be taken in a settlement period [General Agreement paragraph 13.13 (d)] and altering the maximum of 4 debit hours allowed at the end of a settlement period [General Agreement subclause 13.11].

### 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**

**(new and updated provisions)**

### New Provision

#### Travelling Time for Regional Employees

45. Eligible regional employees (see section 54 below) have an entitlement to be paid for travelling time up to 37.5 hours per twelve month period to attend a medical facility where the travel occurs during their ordinary working hours, and where the medical facility is located 240 km or more from their headquarters.
46. Payment is at the ordinary time rate that would have applied had the employee been at work and includes any higher duties and district allowance. Overtime and shift penalties are not included as part of the travelling time rate. The travelling time is treated as service for all purposes, ie similar to actual working time.
47. There is no prior qualifying time required for regional employees to access this travelling time, ie the full 37.5 hours are accessible from the date of commencement in the region.
48. Travelling time in excess of the prescribed 37.5 hours per twelve months may be approved by an employer, on a case-by-case basis, and in the context of fair and equitable application of the provision.
49. All travelling time is subject to the evidentiary requirements outlined in General Agreement subclauses 14.29 to 14.33.
50. Employees transferring within or between regions without any break of service (as applied in awards generally) retain their original regional anniversary date for the purpose of establishing their travelling time entitlements.
51. The 240 km minimum is the radius from the employee's headquarters, not the actual road, sea or air travel distance undertaken. This is consistent with the principle and application of the metropolitan 50 km radius.
52. Travelling time must not be debited against personal leave entitlements. Agencies should separately identify the utilisation of travelling time, ie create a separate pay code for this provision.
53. Part time and "less than 12 months" fixed term contract employees may access this

entitlement on a pro rata basis.

54. Employees not eligible for this travelling time entitlement include:
- (a) casual employees;
  - (b) employees on any form of leave without pay including sick leave without pay;
  - (c) employees on workers compensation; or
  - (d) metropolitan based employees attending medical facilities in regional areas.

**The 2004 Guidelines sections are repeated below (plus minor additions)**

#### Introduction

55. 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.
56. Personal leave replaces Award provisions for sick leave (except Award subclause 26 (11) - War Caused Illnesses) carer's leave and short leave.
57. Personal leave is not for circumstances normally met by other forms of leave.

#### Entitlement

58. The annual entitlement is 112.5 hours (15 days) of which 97.5 hours (13 days) is cumulative.
59. An employee's current sick leave anniversary date is maintained for the purposes of the personal leave entitlement.
60. 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 (13 days) 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

61. This clause commenced operating on and from 30 July 2004.
62. On commencement of the operation of this clause both sick and short leave ceased to exist for the purposes of this General Agreement. All existing sick leave credits (except for war caused illnesses) were converted to cumulative personal leave and recorded in hours. Entitlements for war caused illnesses continue as per the Award.
63. An additional 3.75 hours was added to cumulative personal leave. Existing short leave entitlements were converted to non-cumulative personal leave up to a maximum of 15 hours.
64. Examples of personal leave credits resulting from short leave entitlements as at 30 July 2004 are identified in the following table:



No. of Days Short Leave Used From 1 January to 29 July 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

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

#### Reasons for Taking Personal Leave

66. Personal leave may be accessed in accordance with the provisions of General Agreement subclause 14.25 - Application for Personal Leave 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

67. 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 General Agreement paragraph 14.25 (b). [See also Circular to Departments and Authorities No. 13 of 2006].
68. 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 General Agreement subclause 14.25.

#### Application for Leave

69. Employees must complete the necessary application and clearly identify which of the relevant circumstances in General Agreement subclause 14.25 apply to their personal leave request. Leave forms are required to reflect the reason for the leave.
70. 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, evidence for leave for illness or injury 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, 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.
71. 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.

72. Supporting evidence provided to the employer must be retained in accordance with the agency record keeping plan.

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

74. The evidence must cover the entire period of the absence.

#### Personal Leave on Half Pay and Without Pay

75. 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.

76. 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. To determine the effect on salary and leave entitlements of personal leave without pay, apply "Sick Leave Without Pay" as outlined in Administrative Instruction 610 - *Effect on Grants of Leave and Period of Suspension on Salary and Leave Entitlements*.

77. Employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in General Agreement paragraphs 14.25 (b), (c) or (d) cannot access personal leave without pay. However, other forms of leave including leave without pay may be available.

#### Effect on Grants of Leave on Personal Leave Entitlements

78. To determine the effect on personal leave entitlements of various types of leave granted, instead of "Sick Leave Credits" read "Personal Leave Credits" in Administrative Instruction 610 - *Effect on Grants of Leave and Period of Suspension on Salary and Leave Entitlements*.

#### Agency Policies

79. 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, and its retention;
- 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 - Bereavement Leave****(new provision)**Travelling Time for Regional Employees

80. This provision provides for the payment of normal salary for travel time undertaken in ordinary working hours where the distance from the work location to the destination is equal to or greater than a radius of 240 kilometres.
81. The provision applies to eligible regional employees for travel within Western Australia only and is not available for travel interstate or overseas.
82. Travelling time must not be debited against bereavement leave entitlements. Agencies should separately identify the utilisation of travelling time, ie create a separate pay code for this provision.
83. The provision applies to each bereavement, rather than per annum, with a maximum of 15 hours (2 days) travel time for each bereavement.
84. The 240 km minimum distance relates to the radius from the employees work location, not the actual road, sea or air travel distance undertaken, consistent with the principle and application of the metropolitan 50 km radius.
85. There is no prior qualifying time to access regional travel time ie the provision is accessible from the date of commencement in the region.
86. The standard evidentiary requirements as detailed in General Agreement subclauses 14.29 to 14.33 also apply to additional travel time requests.
87. Part time and "less than 12 months" fixed term contract employees are entitled to travelling time on a pro rata basis.
88. Access to "additional" travel time is at the discretion of the employer.
89. Casual employees can access this provision for the hours that they had previously been advised were expected to be worked. This can be by way of an indicative roster, determined pre agreed hours; or subject to employer confirmation, hours that the employee would reasonably have been expected to work.
90. The provision is not available for:
- (a) employees on any form of paid or unpaid leave, including sick leave without pay or workers compensation; and
  - (b) metropolitan based employees to travel to regional areas.

**Clause 16 - Information Technology Resources****(new clause)**

91. This is a new clause which reinforces the requirement to ensure employees have access to all of the necessary information and resources to carry out their roles, with particular reference to situations where there are limits on accessing modern day technology such as email and relevant internet access.

**Clause 17 - Annual Leave Accrual****(minor changes only)**

92. 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.
93. The provision relates to pro rata annual leave entitlements only.
94. At the time of writing, the majority of agency payroll systems accrue 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.

Additional Information

95. The formula does not apply where other than 4 weeks annual leave applies eg the additional week per annum for some shift workers and for part time employees.
96. The formula cannot be used for other than calculating entitlements for continuing full weeks of employment. A maximum of 5 consecutive days actually worked at commencement or termination would only provide a weekly entitlement of 5 x 0.411 hours of annual leave in lieu of the correct 7 x 0.411 hours. Similarly the formula may not provide the correct entitlement for an employee on leave without pay exceeding 14 days where the leave commenced part way through a week.

**Clause 18 - Annual Leave Travel Concession****(minor change)**

97. The review undertaken under the replaced General Agreement has resulted in the clarification of Award subparagraph 23 (10) (a) (vi), (Annual Leave). When proceeding on annual leave to a location other than Perth or Geraldton, eligible employees are entitled to a travel concession of up to a maximum amount equivalent to the value of a "*return fully flexible and refundable airfare to Perth*".
- Refer to the Buyers Guide for further details at Department of Treasury and Finance Contracts at  
[https://ws.gem.wa.gov.au/GEM/supplier/contracts/documents/Buying\\_Guide\\_-\\_92202.pdf](https://ws.gem.wa.gov.au/GEM/supplier/contracts/documents/Buying_Guide_-_92202.pdf)

**Clause 19 – Additional Leave Flexibilities****(minor change/clarification)**

98. This leave may be taken at half pay on double the time. Double pay at half time is not available for this particular leave type.
99. The following leave flexibility provisions have been inserted into the Award:
- a) accessing accrued long service leave in minimum lots of single days;
  - b) cashing 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.

**The 2004 Guidelines sections are repeated below**

### Pro Rata Long Service Leave

100. 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.
101. Employees can only access 9.28 days from their next anniversary date after the date of registration of the replaced General Agreement, ie 30 July 2004. The following examples illustrate how pro rata long service may be accessed by an employee who meets the requirements of General Agreement clause 19:
- If the employee's anniversary date is 14 July 2005, 9.28 days may be accessed from that date;
  - 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  $9.28 \text{ days} \times 4 \text{ years} = 37.12 \text{ days}$ ). This assumes the anniversary date has not changed e.g. by cashing out or taking long service leave in this period;
  - 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 ( $9.28 \text{ days} \times 2 \text{ years}$ ), assuming the anniversary date has not changed; and
  - 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 ( $7.28 + 9.28 \text{ days}$ ). The anniversary date has moved out by the two days long service leave taken.
102. 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.
103. Pro rata long service leave taken under this clause of the General Agreement is deducted from any pro rata long service leave taken as per Award subclause 25 (9) and from any pro rata long service leave that is paid as a lump sum as per *Regulation 5 - Lump Sum Payments of the Public Service Regulations 1988*.
104. Information required concerning preservation age under Western Australian Government superannuation arrangements can be obtained from GESB.

### Excising Service (affects long service leave entitlements only)

105. Any long service leave accessed is excised for the purpose of continuous service in accordance with Award subclause 25 (5). 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.
106. 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

107. See explanatory notes on General Agreement clause 20 – Higher Duties Allowance.

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

108. 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**

**(unchanged from 2004)**

109. This clause replaces Award subclauses 19 (6), (7) and (8) (Higher Duties Allowance).
110. 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

111. 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.
112. 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 of annual leave. 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 of annual leave. 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).

113. 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

114. 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.
115. Under the Award the HDA 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.
116. 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.
117. 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.
118. The application of these principles to long service leave on double pay and half pay may result in some inconsistencies between different scenarios.

Double Pay

119. 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:

Leave Entitlement Extinguished (Weeks)	Proceed on Leave (Weeks)	Normal HDA Payable (Weeks)	Reasons
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.

Half Pay

120. 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:

Leave Entitlement Extinguished (Weeks)	Proceed on Leave (Weeks)	Normal HDA Payable (Weeks)	Reasons
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.

Leave Entitlement Extinguished (Weeks)	Proceed on Leave (Weeks)	Normal HDA Payable (Weeks)	Reasons
2	4	2	Extinguished no more than 4 weeks and proceeding on leave; receive HDA for no more than 52 weeks; normal HDA paid



Leave Entitlement Extinguished (Weeks)	Proceed on Leave (Weeks)	Normal HDA Payable (Weeks)	Reasons
			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

121. 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

122. 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:
- 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;
  - 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
  - Periods of absence are treated as separate periods where there are breaks in between which result in a return to duties.
123. 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. General Agreement subclauses 20.2 and 20.3). 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.
124. 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:
- Award subclauses 19 (6) and (8) (Higher Duties Allowance) refer 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;
  - 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
  - It is significant whether the employee is resuming in the office or not.
125. The above principles and critical issues apply regardless of the order in which the annual and long service leave is taken.

126. 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

(minor change/s from 2004)

127. 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*. The new General Agreement provides further information on the application of this entitlement (see General Agreement subclauses 21.2 & 21.3).

#### Clause 22 - District Allowance for Casuals (new provision)

128. This clause provides access to district allowance for casual employees on an hourly basis. As with other employees documentary evidence is required to claim the appropriate full double or partial allowance.

**Clause 23 - Shift Work and Weekend Allowances****(i) Weekday Shift Penalties****(new provisions)**

129. Weekday afternoon shift penalties have been increased to be consistent with weekday night shift penalties at 15%.

130. The daily weekday shift allowance has been increased in accordance with the following formula.

$$\frac{\text{Annual Salary}}{1} \times \frac{12}{313} \times \frac{1}{10} \times \frac{15}{100}$$

131. The new "annual salary" rate in the formula is calculated on individual current General Agreement salary rates, not expired General Agreement rates, and includes Higher Duties Allowance and Temporary Special Allowance.

132. There is a minimum "safety net" payment at Level 1.7 applicable where employees' increment classification is below Level 1.7.

133. The formula applies to a standard 7.5 hour shift. Pro rata adjustments still apply to weekday afternoon and night shifts of other than 7.5 ordinary hours duration consistent with Award paragraph 21 (3) (a).

134. Overtime on shifts stands alone and is paid at the prescribed penalty rate/s on base salary.

135. There is no shift penalty payable for situations where employees are rostered to work but are then absent, eg on personal leave.

**(ii) Weekend Penalties for Casual Employees****(new provision)**

136. Casual employees employed on weekends and public holidays now receive penalty rates in addition to, but not compounded on their 20% casual loading.

(a) For a Saturday or Public Holiday the total rate is made up of the following:

base hourly rate	100%
+ 20% casual loading	20%
+ 50% Saturday/PH loading	<u>50%</u>
= base hourly rate plus 70%	170% of base rate

(b) For a Sunday, the total rate is as follows:

base hourly rate	100%
+ 20% casual loading	20%
+ 75% Sunday loading	<u>75%</u>
= base hourly rate plus 95%	195% of base rate

**Clause 24 - Review of Out of Hours Contact****(updated)**

137. This clause commits the parties to review the construct of out of hours contact allowances and penalties during the next 12 months.

**Clause 25 - Commuted Allowances****(unchanged from 2004)**

138. 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 26 - Working from Home****(minor change/clarification)**

139. This is a facilitative clause for working from home, which is subject to employer discretion.

140. There has been a minor change to clarify the use of the "home" location. The home is not to be designated as the employee's headquarters. Duties undertaken are those that would normally be performed at the employee's headquarters.

141. Agencies need to develop their own policy and procedures consistent with the requirements of this clause to safeguard the interests of both employers and employees.

**Clause 27 - Workload Management****(unchanged from 2004)**

142. The review commenced under the expired general Agreement is ongoing, with the Peak Consultative Forum discussing ways to expedite and streamline access to information on Fixed Term Contracts and Labour Hire arrangements within Government.
143. 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.
144. 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.
145. Workload issues may be dealt with as a function of the agency joint consultative committee (JCC).
146. 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 28 - Approved Contract for Service Procedures – Labour Hire****(minor updating)**

147. The clause contains an undertaking from the Department of the Premier and Cabinet (DPC) to conduct a compliance review of *Approved Procedure 5 - Approved Contracts for Services Procedures*. The review has been conducted.
148. The findings of the review have been provided to the Peak Consultative Forum. Employers found to be non compliant with Approved Procedure 5 as a result of the review will be directed to comply with the procedure.

149. The Peak Consultative Forum is currently discussing ways to expedite and streamline access to information on Fixed Term Contracts and Labour Hire arrangements within Government. Agencies wishing to utilise either fixed term contracts or labour hire are still required to follow *Approved Procedure 5 - Approved Contracts for Services Procedures* (see also General Agreement clause 28) and Award clause 8 - Contract of Service at subclause (5) - Fixed Term Contract Employment.

### Clause 29 - Procedure for Classifying an Office

(unchanged from 2004)

150. This clause contains a carried over undertaking by DPC to review the procedure for classifying an office, as provided for in *Approved Procedure 1 - Approved Classification System and Procedures*, within 12 months of registration of the General Agreement.

### Clause 30 – Remote and Isolated Locations

(new)

151. This clause contains additional remote and isolated (R&I) leave and other financial benefits for those employees “posted”, ie required to work in designated “multi-function” locations as defined in the General Agreement.
152. Under normal circumstances a full twelve months must be worked before any R&I leave entitlement applies, and the leave would normally be taken at the end of the posting, however an employee required to move from an R&I location at the request of the employer for operational reasons, has a pro rata R&I leave entitlement.
153. An employee who leaves a designated remote location at the direction of the employer, and subsequently returns to that or another designated location would have either received a pro rata R&I leave entitlement for the first location, or subsequently have the two components joined for the purposes of calculating total R&I leave entitlements.
154. Any R&I leave can only be taken during the term, ie before the completion date of the contract by mutual agreement. Similarly any application to defer the R&I leave due at the completion of the posting can only apply by mutual agreement.
155. The additional leave is a separate entitlement, stands alone and does not attract leave loading, but as paid leave, counts towards qualifying service.
156. Agencies should separately identify this leave, ie create a separate pay code for this entitlement.
157. There is no capacity to cash out this type of leave.

### Clause 31 - Regional Training and Development

(new)

158. This clause contains an undertaking for agencies to review the accessibility of personal development opportunities (including training and acting opportunities) for their regional employees. The review is to have regard for agency operational requirements and comparative opportunities provided to metropolitan employees. The outcomes are to be presented to agency Joint Consultative Committees within 12 months of the registration of this General Agreement, ie by July 2007.

159. Definitions of “training” and “development” are included in the clause.

### **Clause 32 - Removal Allowance**

**(new)**

160. The following changes apply:

- increase in the cubic metres allowance from 35 to 45;
- provision for transportation of a second vehicle; and
- provision for employers to make additional payments to assist with re-locations, subject to employees undertaking to stay for at least 12 months, or repay a pro rata proportion of the additional assistance if they leave before 12 months.

161. Subclause 32.3 incorrectly refers to Award clause 22 – Motor Vehicle Allowance. It should refer to Award clause 47 – Motor Vehicle Allowance.

162. Subclause 32.11 provides administrative authority to update rates in accordance with award amendments as they occur. Agencies will be advised by Circulars to Departments and Authorities as necessary.

### **Clause 33 - Joint Consultative Committee**

**(unchanged from 2004)**

163. This clause provides for notification of employees and the Union where change affecting employees is proposed.

164. Each agency is to have a JCC comprising the employer or his/her nominee, employer nominated representatives and Union nominated representatives.

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

166. The JCC will determine its own operating procedures.

167. JCCs 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.

168. Matters not resolved through the JCC can be dealt with as provided for in clause 35 - Dispute Settlement Procedure.

### **Clause 34 - Peak Consultative Forum**

**(unchanged from 2004)**

169. 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.

170. The function of the Peak Consultative Forum is to consult on cross sector matters including the implementation of the General Agreement.

**Clause 35 - Dispute Settlement Procedure** (unchanged from 2004)

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

**Clause 36 - Signatures of Parties** (updated)

174. This clause contains the signatures of the parties to the General Agreement, with DOCEP acting as agent for employers.

**Schedule 1 - Salaries & Schedule 2 - Salaries - Specified Callings**

(updated)

175. Lists salary rates applicable under the General Agreement. Salaries are to be paid as per Circular to Departments and Authorities No. 8 of 2006 – Public Service General Agreement 2006 – PSAAG 7 of 2006.

**Schedule 3 - Agency Specific Agreements**

(updated)

176. Lists the ASAs which continued in force when the General Agreement was registered unless replaced by a subsequent agreement or a party withdraws from the agreement. The list has been updated from 2004.

**Schedule 4 - Parties to the General Agreement**

(updated)

177. Lists all the parties to the General Agreement. The list has been updated from 2004.

**EXPLANATORY NOTES****Part B*****PUBLIC SERVICE AWARD 1992 VARIATIONS*****Introduction**

1. These explanatory notes are to be read in conjunction with the General Agreement and the Award. They are not intended to be stand alone documentation.

2. Changes to the Public Service Award 1992 arising from the 2006 General Agreement are contained within borders for easy identification.

3. On 26 July 2006 the WAIRC issued an order varying the Award for a number of consequential amendments out of the General Agreement 2006 negotiations (see P26 of 2006 / 2006 WAIRC 05161).

4. The Award amendments came into effect from the beginning of the first pay period commencing on or after 26 July 2006.

**Clause 2 - Arrangement****(minor change)**

5. Amendments to cater for title change from 48/52 to 44/52 Salary Arrangement.

**Clause 4 - Scope****(minor change)**

6. Change of explanatory wording from "an employing authority" to "a chief executive officer".

**Clause 6 - Definitions****(minor changes)**

7. The term "An employing authority" has been replaced with "A chief executive officer".

8. A new addition is a definition for "employee" and a minor amendment to the definition of "union".

**Clause 8 - Contract of Service****(unchanged)**

9. Government policy is to ensure ongoing positions in the public sector are not filled by fixed term contracts. Subclause 8 (5) defines the circumstances in which fixed term contracts may be used.



10. In relation to projects with a finite life that are substantially externally funded, including multiple external funding, Award subparagraph 8 (5) (b) (ii), requires the employer to present a business case supporting the use of fixed term contract officers in such positions to the Peak Consultative Forum. Business cases are to be provided to DOCEP for forwarding to the Peak Consultative Forum.

#### **Clause 10 - Casual Employment**

**(new additions)**

11. Access to "unpaid" carers leave has been added for casual employees.
12. Casual employees are entitled, in the absence of any agreement, to "up to two days" unpaid carers leave "if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child."

#### **Clause 13 - Purchased Leave – 44/52 Salary Arrangement**

**(relocated to award)**

13. Agencies should refer to *Circular to Departments and Authorities No. 3 of 2005 - Purchased Leave*, including implementation guidelines. Where the Purchased Leave Implementation Guidelines are inconsistent with the Award, the provisions of the Award prevail.

##### Part Time Arrangements

14. A new subclause addresses the issue of variation of ordinary hours and the consequent adjustments to entitlements.

#### **Clause 14 - Purchased Leave - Deferred Salary Arrangement**

**(new addition)**

15. The clause has been updated to provide for a situation where by mutual agreement the employer and employee can agree to modify the original 4/5 years arrangement without the need for cancellation of the arrangement.
16. Example - an employee has worked 3 years of a 4/5 arrangement, and now wishes to work the 4<sup>th</sup> year at half time. The employer is agreeable, and this creates a need to adjust the 5<sup>th</sup> year salary (70% instead of 80%) and leave entitlements.

#### **Clause 22 - Overtime Allowance**

**(minor changes)**

17. Award subclause 22 (2) adopts the provisions of the Federal Reasonable Hours Test case. The new subclause defines the circumstances in which employees may refuse to work overtime.

**Clause 23 - Annual Leave****(new additions)**

18. To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to accrue and carry forward a maximum of two years annual leave from the date of the entitlement.  
[See Award clause 23 (2) (b)]
19. Whilst an employee can access 4 weeks annual leave from 1 January each year that annual leave is not **accrued** until 31 December of each year. The new Award subclause 23 (2) (b) provides capacity for the employee, subject to the consent of the employer, to carry forward that **accrued** entitlement, ie from 31 December, for a maximum of two years.
20. Any direction by the employer for an employee to clear accrued leave is now subject to the above.
21. The two years applies from the commencement date of accrued leave ie January 1 - not pro rata leave taken during the year for which it subsequently becomes accrued.

**Clause 25 - Long Service Leave****(relocated to award)**

22. This clause has been amended to provide for clearing long service leave on double pay, in single (full) days and cashing out.

**Clause 28 - Parental Leave****(enhanced and relocated to award)**

23. This clause has been amended to take account of the ACTU Family Leave Test Case and the *Minimum Conditions of Employment Act 1993* provisions prior to 4 July 2006.
24. The clause now provides for phased increases to paid parental leave of
- (i) eight (8) weeks paid parental leave until 30 June 2006;
  - (ii) ten (10) weeks paid parental leave from 1 July 2006;
  - (iii) twelve (12) weeks paid parental leave from 1 July 2007; and
  - (iv) fourteen (14) weeks paid parental leave from 1 July 2008.
25. To be eligible for the increased entitlements employees must commence the leave on or after 1 July of the relevant year.
26. See also Circular to Departments & Authorities No.12 of 2006 - *Parental Leave*, and No. 13 of 2006 - *Minimum Conditions of Employment Amendments and Application to Public Sector Employment Conditions* for amendments subsequent to the General Agreement.

**Clause 29 - Leave Without Pay****(new addition)**

27. The provision for up to two days carer's leave without pay has been included as a right for employees, but subject to the normal provision of already exhausting other leave credits [see Award subclauses 29 (2) & 29 (3)].

**Clause 30 - Study Leave****(unchanged)**

28. Award paragraph 30 (1) (b) clarifies that employees working shift work or on fixed term contracts have the same access to study leave as all other officers.
29. Award paragraph 30 (2) (b) provides employers with the discretion to reimburse employees for the reasonable costs of enrolment fees, Higher Education Contribution Surcharge, compulsory textbooks, compulsory computer software and other necessary materials.
30. Some agencies already contribute to the study costs of employees. The amendment formalises this discretionary arrangement.

**Clause 33 - Cultural/Ceremonial Leave****(clarification new to award)**

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| <ol style="list-style-type: none"> <li>31. Confirmation that leave can be taken and deducted from long service leave but limited to full days only.</li> </ol> |
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**Clause 65 - Expired General Agreement Salaries****(unchanged)**

32. 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*.
33. Consistent with Principle 2 (j) of the *Western Australian Industrial Relations Commission Statement of principles – June 2003*, these rates will not be subject to arbitrated safety net adjustments.
34. 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.
35. Where the salary rates in Schedules A & B of the Award are higher than those in schedule M – Expired General Agreement Salaries of the Award, then the former shall apply.

**Schedule H - Part 1 - Out of Hours Contact**

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| <ol style="list-style-type: none"> <li>36. The only remaining salary based allowances currently in use under the Award are the Out of Hours Contact provisions.</li> <li>37. An application is being progressed to vary the Award to reflect the increases to Schedule M in 2006, effective from the beginning of the first pay period commencing on or after 26 July 2006.</li> </ol> |
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**Schedule M - Expired General Agreement Salaries****(updated)**

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| <ol style="list-style-type: none"> <li>38. The salary rates have been updated to reflect the final rates from the replaced General Agreement.</li> </ol> |
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## ATTACHMENT A

**SUMMARY OF MAJOR CHANGES IN THE GENERAL AGREEMENT 2006  
AND  
CONSEQUENTIAL AMENDMENTS TO THE PUBLIC SERVICE AWARD 1992**

- Note 1** Existing Agency Specific Agreements are not affected.
- Note 2** The most recent *Minimum Conditions of Employment* changes (4 July 2006) are NOT included (see Circulars to Departments and Authorities Nos. 12 & 13 of 2006)

**MAJOR ITEMS** (for more detail, refer to specific clauses)

- 1 Salary increases of 4.5% and 4.0% per annum.
- 2 Phased in increases for Paid Parental Leave up to 14 weeks from 1 July 2008. Includes option of leave on half pay to assist family budgeting etc. [Award clause 28]
- 3 Regional & Remote Initiatives
  - (a) Travelling time for long distance travel when claiming Personal and Bereavement Leave. [GA clauses 14 & 15]
  - (b) New Information Technology clause providing access to technology or other avenues to ensure employees have access to necessary information. [GA clause 16]
  - (c) Introduction of District Allowance for casual employees. [GA clause 22]
  - (d) Special allowances for designated remote working locations. [GA clause 30]
  - (e) Regional training and development access and opportunities to be comparable with metropolitan based employees as far as practicable consistent with operational requirements. Agencies to undertake reviews within 12 months and findings to be provided to agency JCCs. [GA clause 31]
  - (f) Removal allowance provisions consolidated and enhanced (increased volume, second vehicle transport, capacity for employer to provide conditional additional support). [GA clause 32]
- (4) Weekday afternoon and night shift penalty rate enhanced and standardised (to 15%) and shift allowance increased to use individual employee classification level and salary rather than being set at L1.7 for all. [GA clause 23]
- (5) Introduction of weekend shift penalty rates for casual employees at the same rates as for other employees. Note – the shift penalties are additional to, not compounded on the 20% casual loading. [GA clause 23]
- (6) Inclusion of some Minimum Conditions of Employment and ACTU Family Test Case conditions eg casuals rights to unpaid carer's leave without loss of employment; ability to request deferment of 1 years annual leave to facilitate the balance of work and family responsibilities. [Award clauses 10 & 13]
- (7) Improved hours of work flexibility provisions for those utilising 4/5 years purchased leave deferred salary arrangements. [Award clause 14]

## ATTACHMENT B

## CORE EMPLOYMENT CONDITIONS

CORE EMPLOYMENT CONDITIONS IN THE GENERAL AGREEMENT	CORE EMPLOYMENT CONDITIONS FROM THE AWARD
1 - Title	Clause 8 - Contract of Service
2 - Arrangement	Clause 13 - Purchased Leave - 44/52 Salary Arrangement
3 - Definitions	Clause 14 - Purchased Leave - Deferred Salary Arrangement
4 - Purpose of General Agreement	Clause 15 - Salary Packaging Arrangement
5 - Application and Parties Bound	Clause 16 - Supported Wage
6 - Term of General Agreement	Clause 17 - Traineeships
7 - No Further Claims	Clause 18 - Annual Increments
8 - Core Conditions	Clause 19 - Higher Duties Allowance
9 - Agency Specific Agreements	Clause 23 - Annual Leave, including Leave Loading
10 - Transition Arrangements	Clause 24 - Public Holidays
11 - Salaries	Clause 25 - Long Service Leave
12 - Salary Packaging	Clause 28 - Parental Leave
13 - 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
14 - Personal Leave	Clause 33 - Cultural/Ceremonial Leave
15 - Bereavement Leave	Clause 34 - Blood/Plasma Donors Leave
16 - Information Technology Resources	Clause 35 - Emergency Service Leave
17 - Annual Leave Accrual	Clause 36 - Union Facilities for Union Representatives
18 - Annual Leave Travel Concession	Clause 37 - Leave to Attend Association Business
19 - Additional Leave Flexibilities	Clause 38 - Trade Union Training Leave
20 - Higher Duties Allowance	Clause 39 - Defence Force Reserves Leave
21 - Days in Lieu of Repealed Public Service Holidays	Clause 41 - Witness and Jury Service
22 - District Allowance	Clause 57 - Keeping of and Access to Employment Records
23 - Shift Work Allowance	Clause 59 - Right of Entry and Inspection by Authorised Representatives
24 - Review of Out of Hours Contact	Clause 60 - Copies of Award
25 - Commuted Allowances	
26 - Working from Home	

CORE EMPLOYMENT CONDITIONS IN THE GENERAL AGREEMENT	CORE EMPLOYMENT CONDITIONS FROM THE AWARD
27 - Workload Management	
28 - Approved Contract for Service Procedures - Labour Hire	
29 - Procedure for Classifying an Office	
30 - Remote & Isolated Locations	
31 - Regional Training & Development	
32 - Removal Allowance	
33 - Joint Consultative Committee	
34 - Peak Consultative Forum	
35 - Dispute Settlement Procedure	
Schedule 1 Salaries	
Schedule 2 Salaries - Specified Callings	
Schedule 3 Agency Specific Agreements	
Schedule 4 Parties to the General Agreement	