

**PUBLIC SERVICE GENERAL AGREEMENT 2006**

**PSAAG 7 of 2006**

**1. TITLE**

This General Agreement shall be known as the Public Service General Agreement 2006 and replaces the Public Service General Agreement 2004.

**2. ARRANGEMENT**

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**3. DEFINITIONS**

3.1 For the purposes of this General Agreement the following definitions shall apply.

- (a) "Agency" means department, or SES organisation, or non SES organisation, as defined in the *Public Sector Management Act 1994*.
- (b) "Agency Specific Agreement" means an industrial agreement developed in accordance with clause 9, which will be read in conjunction with this General Agreement and Award.
- (c) "Award" means the Public Service Award 1992.
- (d) "DPC" means the Department of the Premier and Cabinet.
- (e) "DOCEP" means the Department of Consumer and Employment Protection.
- (f) "Employees" means public service officers and executive employees employed in the Public Service under Part 3 or Part 8, Section 100 of the *Public Sector Management Act 1994*.
- (g) "Employers" means Employing Authorities.
- (h) "Employing Authority" means employing authorities as defined by section 5 of the *Public Sector Management Act 1994*
- (i) "General Agreement" means the Public Service General Agreement 2006.
- (j) "Replaced General Agreement" means the Public Service General Agreement 2004.
- (k) "Union" means the Civil Service Association of Western Australia Incorporated (the Association).
- (l) "WAIRC" means the Western Australian Industrial Relations Commission.

#### **4. PURPOSE OF GENERAL AGREEMENT**

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

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

#### **5. APPLICATION AND PARTIES BOUND**

5.1 The parties bound by this General Agreement are listed in Schedule 4.

5.2 This General Agreement shall apply to all employees, other than those listed in subclause 5.3 of this clause, employed under Part 3 or Part 8, Section 100 of the *Public Sector Management Act 1994* or continuing as such by virtue of clause 4 (c) of Schedule 5 of that *Act*, who are members of or eligible to be members of the Union and covered by the Award. As at the date of registration the approximate number of employees bound by this Agreement is 24,365.

5.3 This General Agreement shall not apply to:

- (a) a chief executive officer as defined in section 3(1) of the *Public Sector Management Act 1994*;

- (b) employees whose remuneration payable is determined or recommended pursuant to the *Salaries and Allowances Act 1975*; or
- (c) employees whose remuneration is determined by an act to be at a fixed rate, or is determined or to be determined by the Governor pursuant to the provisions of any act.

5.4 This General Agreement shall be read in conjunction with the Award. Where the provisions of the Award and this General Agreement are inconsistent, the provisions of this General Agreement shall prevail.

5.5 The agency specific agreements listed at Schedule 3 shall continue in force unless replaced by a subsequent agreement or a party withdraws from the agreement.

## **6. TERM OF GENERAL AGREEMENT**

6.1 This General Agreement shall operate from the beginning of the first pay period on or after the date of registration and in accordance with Section 41 of the *Industrial Relations Act 1979* will expire on 25 February 2008.

6.2 The parties to this General Agreement agree to re-open negotiations for a replacement General Agreement at least six (6) months prior to the expiry of this General Agreement with a view to implement a replacement General Agreement operative from the beginning of the first pay period on or after 26 February 2008.

## **7. NO FURTHER CLAIMS**

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

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

7.3 This clause does not apply to those matters that are subject to application numbers P No. 4 of 2006 and P No. 6 of 2006 in the WAIRC.

## **8. CORE CONDITIONS**

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

- (a) Clause 8 - Contract of Service
- (b) Clause 13 - Purchased Leave - 44/52 Salary Arrangement
- (c) Clause 14 - Purchased Leave – Deferred Salary Arrangement
- (d) Clause 15 - Salary Packaging Arrangement
- (e) Clause 16 - Supported Wage
- (f) Clause 17 - Traineeships
- (g) Clause 18 - Annual Increments
- (h) Clause 19 - Higher Duties Allowance

- (i) Clause 23 - Annual Leave, including Leave Loading
- (j) Clause 24 - Public Holidays
- (k) Clause 25 - Long Service Leave
- (l) Clause 28 - Parental Leave
- (m) Clause 32 - Bereavement Leave
- (n) Clause 33 - Cultural/Ceremonial Leave
- (o) Clause 34 - Blood / Plasma Donors Leave
- (p) Clause 35 - Emergency Service Leave
- (q) Clause 36 - Union Facilities For Union Representatives
- (r) Clause 37 - Leave to Attend Association Business
- (s) Clause 38 - Trade Union Training Leave
- (t) Clause 39 - Defence Force Reserves Leave
- (u) Clause 41 - Witness and Jury Service
- (v) Clause 57 - Keeping of and Access to Employment Records
- (w) Clause 59 - Right of Entry and Inspection by Authorised Representatives
- (x) Clause 60 - Copies of Award.

## **9. AGENCY SPECIFIC AGREEMENTS**

- 9.1 The primary industrial instruments for regulating pay and conditions for employees shall be the Award and this General Agreement. An Agency Specific Agreement shall be read in conjunction with the Award and this General Agreement and except where this General Agreement identifies conditions as core, the ASA will prevail over this General Agreement and the Award to the extent of any inconsistencies.
- 9.2 Core conditions of employment referred to in clause 8 – Core Conditions of this General Agreement cannot be the subject of an Agency Specific Agreement.
- 9.3 The parties accept that agency specific agreements will only be made in the following circumstances:
- (a) where an existing agency specific agreement is due to expire and the parties seek to register a replacement agency specific agreement; or
  - (b) where arrangements are agreed by the parties to be necessary due to the nature of work undertaken or the environment in an agency.
- 9.4 Should the parties be unable to reach agreement the matter may be referred by either party to the WAIRC.

## **10. TRANSITION ARRANGEMENTS**

### **Compaction of Level 1**

- 10.1 Where an employee prior to the date of becoming covered by the Public Service General Agreement 2002 was covered by an agreement that provided for a compacted Level 1 salary range and was under 21 years of age at the date of commencement of that General Agreement, he or she will on attaining 21 years of age be placed at the increment point in this 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 enterprise bargaining agreement.

**11. SALARIES**

- 11.1 The annual salaries provided for by this General Agreement shall be those contained in Schedule 1. – Salaries and Schedule 2. - Salaries - Specified Callings of this General Agreement.
- 11.2 The first salary increase shall operate from the beginning of the first pay period commencing on or after 26 February 2006 and the second salary increase shall operate from the beginning of the first pay period commencing on or after 26 February 2007.
- 11.3 Employees covered by clause 16 – Supported Wage of the Award shall be paid the applicable percentage of the minimum rate of pay prescribed by this General Agreement for the class of work the person is performing.

**12. SALARY PACKAGING**

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

**13. HOURS**

- 13.1 The provisions of this clause shall replace the provisions of clause 20 - Hours of the Award.

**Prescribed Hours**

- 13.2 The prescribed hours of duty shall be 150 hours per four (4) week settlement period, to be worked between 7.00 am and 6.00 pm Monday to Friday as determined by the employer, with a lunch interval of not less than 30 minutes.
- 13.3 Subject to the lunch interval, prescribed hours are to be worked as one (1) continuous period. However, employees shall not be required to work more than five (5) hours continuously without a break.
- 13.4 This does not preclude employers requiring or agreeing to the working of standard hours of 7.5 hours per day with a lunch interval to be taken between 12.00 noon and 2.00 pm. Where working of standard hours is required by the employer, the requirement must be consistent with operational needs and customer service requirements.
- 13.5 (a) The employer may vary the prescribed hours of duty observed in the agency or any branch or section thereof, consistent with a 150 hour four (4) week settlement period, so as to make provisions for:
- (i) the attendance of employees for duty on a Saturday, Sunday or Public Holiday;
  - (ii) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and
  - (iii) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office;
- provided that where the hours of duty are so varied an employee shall not be required to work more than five (5) hours continuously without a break.
- (b) Employers wishing to vary the prescribed hours of duty to be observed shall be required to give one month's notice in writing to the department, branch, section or employees to be affected by the change.

### Ordinary Hours

- (c) Employees working during their prescribed hours of duty on a Saturday, Sunday or Public Holiday will attract the following payment for all ordinary hours worked.
- (i) Saturdays - time and a half
  - (ii) Sundays - time and three quarters
  - (iii) Public Holidays - double time and a half.

Provided that subject to agreement between the employer and the employee, work performed during ordinary rostered hours on a public holiday shall be paid for at the rate of time and one-half and the employee may, in addition; be allowed a day's leave with pay to be added to annual leave or to be taken at some other time within a period of one year.

- (d) Overtime

An employee required to work overtime on any day shall be paid the appropriate rates as set out in clause 22 – Overtime Allowance of the Award for all time so worked.

### Flexible Working Arrangements

#### 13.6 Application

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

#### 13.7 Hours of Duty

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

#### 13.8 Flexitime Roster

- (a) Where a flexitime roster is required, the authorisation of the roster shall be the responsibility of the employer. The roster will indicate the minimum staffing and any other requirements in respect to starting and finishing times, lunch break coverage and flexi leave.
- (b) The roster shall cover a settlement period of four (4) weeks and shall be made available to all

affected employees no later than three (3) days prior to the settlement period commencing.

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

13.9 Settlement Period

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

13.10 Credit and Banked Hours

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

13.11 Debit Hours

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

13.12 Maximum Daily Working Hours

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

13.13 Flexi Leave

- (a) Flexi leave, including both credit and banked hours, must be taken consistent with the prepared roster and subject to the prior approval of the employer.
- (b) In any settlement period an employee may be allowed a maximum of two (2) days leave taken from credit hours.
- (c) In exceptional circumstances and with the approval of the employer, flexi leave may be taken before accrual of sufficient credit hours subject to such conditions as the employer may impose. Banked hours may not be taken in advance of accrual.



- (d) In any settlement period a maximum of three (3) days flexi leave may be taken from a combination of credit and banked hours. Subject to operational need and customer service requirements, the employer may approve alternative arrangements to enable employees to clear banked and /or credit hours up to the maximum of 52.5 hours.
- (e) Flexi leave may be taken in any combination of half days and full days.

#### 13.14 Study Leave

Where study leave has been approved by the employer pursuant to the provisions of clause 30 – Study Leave of the Award, credits will be given for education commitments falling within the prescribed hours of duty and for which “time off” is necessary to allow for attendance at formal classes.

#### 13.15 Overtime

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

#### Nine Day Fortnight

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

- (a) Hours of Duty
  - (i) Prescribed hours of duty of 75 hours a fortnight are worked over nine (9) days of the fortnight, exclusive of work performed on Saturday, Sunday and the special rostered day off, with each day consisting of 8 hours and 20 minutes.
  - (ii) The employer shall determine employees' commencing and finishing times between the spread

of 7.00 am and 6.00 pm, in order to ensure that agency requirements are met on each day.

(b) Lunch Break

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

(c) Special Rostered Day Off

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

(d) Leave

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

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

(e) Overtime

The provisions of clause 22 - Overtime Allowance of the Award shall apply for work performed prior to an employee's nominated starting time and after an employee's nominated ceasing time in accordance with subparagraph (ii) of paragraph (a) of this subclause and on an employee's special rostered day off.

(f) Study Leave

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

## 14. PERSONAL LEAVE

### Introduction

- 14.1 The provisions of this clause replace clause 31 – Short Leave, clause 27 - Carers Leave and clause 26 – Sick Leave with the exception of subclause 26 (11) - War Caused Illnesses of the Award.
- 14.2 The intention of Personal Leave is to give employees and employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick, carers and short leave.
- 14.3 This clause commenced operation on and from the date of registration of the Public Service General Agreement 2004 (30 July 2004). On commencement of the operation of this clause, both sick and short leave ceased to exist for the purposes of this General Agreement and the “replaced General Agreement”. All existing sick leave credits were converted to cumulative Personal Leave and recorded in hours. An additional 3.75 hours were added to cumulative Personal Leave. Existing Short Leave entitlements were converted to

non-cumulative Personal Leave up to a maximum of 15 hours. An employee's pre-existing sick leave anniversary date is maintained for the purposes of the Personal Leave entitlement.

- 14.4 Personal leave is not for circumstances normally met by other forms of leave.
- 14.5 This clause does not apply to casual employees.
- 14.6 An employee employed on a fixed term contract for a period of twelve months or more shall be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract for a period less than twelve months shall be credited on a pro rata basis for the period of the contract.
- 14.7 A part time employee shall be entitled to the same personal leave credits as a full time employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the employee not been on personal leave.

### Entitlement

- 14.8 The employer shall credit each permanent full time employee with 112.5 hours personal leave credits for each year of continuous service of which 97.5 hours are cumulative and 15 hours non-cumulative as follows:

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

- 14.9 Where employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- 14.10 In the year of accrual the 112.5 hours personal leave entitlement may be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year of accrual any unused personal leave from that year up to a maximum of 97.5 hours will be cumulative and added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.
- 14.11 Whilst employees are able to access personal leave in accordance with the sub-clause 14.25 of this clause, access must be consistent with the *Minimum Conditions of Employment Act 1993* which specifies the minimum numbers of hours to be available to employees for illness or injury.
- 14.12 In accordance with the *Minimum Conditions of Employment Act 1993* entitlement to paid sick leave, in an anniversary year the number of hours the employee is required ordinarily to work in a two (2) week period during that year up to 75 hours must be available or accessed for periods of absence from work resulting from illness or injury. An employee is entitled to use up to 37.5 hours of this entitlement for the purposes of carers leave.
- 14.13 Notwithstanding sub-clause 14.12 of this clause, access to carers leave is not limited to up to 37.5 hours per anniversary year, where the employee has accumulated personal leave credits in excess of the 75 hours minimum required for illness or injury.
- 14.14 Personal leave will not be debited for public holidays, which the employee would have observed.
- 14.15 Personal leave may be taken on an hourly basis.

### Variation of ordinary working hours

- 14.16 When an employee's ordinary working hours change during an anniversary year personal leave credits are adjusted to reflect the pro rata portion for that anniversary year.
- 14.17 At the time ordinary working hours change, personal leave credits are adjusted to reflect ordinary working hours up to that point in time as a proportion of the total ordinary working hours for the anniversary year.
- 14.18 Personal leave is credited pro rata on a weekly basis from the time ordinary working hours change until the next anniversary date such that total hours credited for that anniversary year is on a pro rata basis according to the number of ordinary working hours for the period.

### **Reconciliation**

- 14.19 At the completion of an anniversary year, where an employee has taken personal leave in excess of their current and accrued entitlement the unearned leave must be debited at the commencement of the following anniversary year/s.
- 14.20 The requirements of the *Minimum Conditions of Employment Act 1993* must be met at the commencement of the following anniversary year. The remaining portion of debited personal leave, which exceeds the leave credited, is to be debited at the commencement of the subsequent and where necessary following anniversary year/s.
- 14.21 Where an employee ceases duty and has taken personal leave, which exceeds the leave credited for that anniversary year, the employee must refund the value of the unearned leave, calculated at the rate of salary as at the date the leave was taken. No refund is required in the event of the death of the employee.

### **Access**

- 14.22 An employee is unable to access personal leave while on any period of parental leave or leave without pay. An employee is unable to access personal leave while on any period of annual or long service leave, except as provided for in subclauses 14.34 and 14.35 (Re-crediting Leave).
- 14.23 If an employee has exhausted all accrued personal leave the employer may allow the employee who has at least twelve months service to anticipate up to 37.5 hours personal leave from next year's credit. If the employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the employer, calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of the employee.
- 14.24 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.

### **Application for Personal Leave**

- 14.25 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause 14.8 the employer may grant personal leave in the following circumstances:
- (a) where the employee is ill or injured;
  - (b) to be the primary care giver of a member of the employee's family or household who is ill or injured and in need of immediate care and attention;
  - (c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention; or
  - (d) by prior approval of the employer, having regard for agency requirements and the needs of the employee, planned matters where arrangements cannot be organised outside of normal working hours or be accommodated by the utilisation of flexible working hours or other leave. Planned personal leave will not be approved for regular ongoing situations.

- 14.26 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- 14.27 The definition of family shall be the definition contained in the *Equal Opportunity Act 1984* for “relative”. That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee.
- 14.28 Where practicable, the employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

#### **Evidence**

- 14.29 An application for personal leave exceeding two (2) consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- 14.30 In general, supporting evidence is not required for single or two (2) consecutive day absences. Where the employer has good reason to believe that the absence may not be reasonable or legitimate, the employer may request evidence be provided. The employer must provide the employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.
- 14.31 Personal leave will not be granted where an employee is absent from duty because of personal illness directly caused by the misconduct of the employee.
- 14.32 Where there is doubt about the cause of an employee's illness, the employer may require the employee to submit to a medical examination by a medical practitioner of the employer's choice, which the employee must attend. Where it is reported that the absence is because of illness caused by the misconduct of the employee, or the employee fails without reasonable cause to attend the medical examination, the fee for the examination must be deducted from the employee's salary and personal leave will not be granted.
- 14.33 If the employer has reason to believe that an employee is in such a state of health as to render a danger to themselves, fellow employees or the public, the employee may be required to obtain and furnish a report as to the employee's condition from a registered medical practitioner nominated by the employer. The fee for any such examination shall be paid by the employer.

#### **Re-crediting Annual Leave**

- 14.34 Where an employee is ill during the period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of the illness the employee was confined to their place of residence or a hospital for a period of at least seven (7) consecutive calendar days, the employer may grant personal leave for the period during which the employee was so confined and reinstate annual leave equivalent to the period of confinement.

#### **Re-crediting Long Service Leave**

- 14.35 Where an employee is ill during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of illness the employee was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, the employer may grant personal leave for the period during which the employee was so confined and reinstate long service leave equivalent to the period of confinement.

#### **Personal Leave Without Pay Whilst Ill or Injured**

- 14.36 Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. The employer shall not unreasonably withhold this leave.

- 14.37 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect salary increment dates, anniversary date of sick leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.
- 14.38 Personal leave without pay is not available to employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in paragraphs (b), (c) or (d) of subclause 14.25 of this clause. However, other forms of leave including leave without pay may be available.

#### **Other Conditions**

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

#### **Workers' Compensation**

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

#### **Portability**

- 14.42 The employer shall credit an employee additional personal leave credits up to those held at the date that employee ceased previous employment provided:
- (a) immediately prior to commencing employment in the Public Service of Western Australia, the employee was employed in the service of:
    - (i) the Commonwealth Government of Australia, or
    - (ii) any other State of Australia, or
    - (iii) in a State body or statutory authority prescribed by *Administrative Instruction 611*; and
  - (b) the employee's employment with the Public Service of Western Australia commenced no later than one (1) week after ceasing previous employment, and
  - (c) the personal leave credited shall be no greater than that which would have applied had the entitlement accumulated whilst employed in a State body or statutory authority prescribed by *Administrative Instruction 611*.
- 14.43 The maximum break in employment permitted by paragraph 14.42 (b) of this clause, may be varied by the approval of the employer provided that where employment with the Public Service of Western Australia commenced more than one (1) week after ceasing the previous employment, the period in excess of one (1) week does not exceed the amount of accrued and pro rata annual leave paid out at the date the employee ceased with the previous employer.

#### **Travelling time for Regional Employees**

- 14.44 Subject to the evidentiary requirements set out in subclauses 14.29 to 14.33 of this clause, a regional employee who requires medical attention at a medical facility in Western Australia located 240 km or more from their workplace will be granted paid travel time undertaken during the employee's ordinary working

hours up to a maximum of 37.5 hours per annum.

- 14.45 The employer may approve additional paid travel time to a medical facility in Western Australia where the employee can demonstrate to the satisfaction of the employer that more travel time is warranted.
- 14.46 The provisions of subclauses 14.44 and 14.45 Travelling Time for Regional Employees are not available to employees whilst on leave without pay or sick leave without pay.
- 14.47 The provisions of subclauses 14.44 and 14.45 - Travelling Time for Regional Employees apply as follows.
- (a) An employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
  - (b) An employee employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
  - (c) A part time employee shall be entitled to the same entitlement as a full time employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
  - (d) The provisions not apply to casual employees.

## 15. BEREAVEMENT LEAVE

- 15.1 This clause shall be read in conjunction with clause 32 – Bereavement Leave of the Award.

### Travelling time for Regional Employees

- 15.2 Subject to prior approval from the employer, an employee entitled to Bereavement Leave and who as a result of such bereavement travels to a location within Western Australia that is more than 240 km from their workplace will be granted paid time off for the travel period undertaken in the employee's ordinary working hours up to a maximum of 15 hours per bereavement. The employer will not unreasonably withhold approval.
- 15.3 The employer may approve additional paid travel time within Western Australia where the employee can demonstrate to the satisfaction of the employer that more than two days travel time is warranted.
- 15.4 The provisions of this clause are not available to employees whilst on leave without pay or sick leave without pay.
- 15.5 The provisions of subclauses 15.2 and 15.3 - Travelling Time for Regional Employees, apply as follows.
- (a) An employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a permanent employee for each full year of service and pro rata for any residual portion of employment.
  - (b) An employee employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro-rata basis for the period of employment.
  - (c) A part time employee shall be entitled to the same entitlement as a full time employee for the period of employment, but on a pro-rata basis according to the number of ordinary hours worked each fortnight.
  - (d) For casual employees, the provisions apply to the extent of their agreed working arrangements.

**16. INFORMATION TECHNOLOGY RESOURCES**

- 16.1 The parties recognise that information technology resources have major implications for industrial and human resource functions within the workplace.
- 16.2 The employer recognises the need to provide appropriate information to all employees, so it is accessible in the workplace in either electronic or hard copy format.
- 16.3 Where the employer utilises information technology as the means of communicating to employees, the employer must ensure that where employees do not have access to technology, then alternative methods of providing this information will be used.
- 16.4 The information includes, but is not limited to policies and practice guidelines, human resource manuals, awards and agreements, internal agency news bulletins and updates and job opportunities.

**17. ANNUAL LEAVE ACCRUAL**

- 17.1 The entitlement under this clause is in lieu of the entitlement provided by paragraph (3) (a) – Entitlement of clause 23 – Annual Leave of the Award.
- 17.2 An employee employed after the first day of January in any year is entitled to pro rata annual leave for that year calculated on a daily basis. At the end of each calendar day of the year the employee will accrue 0.411 hours of paid annual leave provided the maximum accrual will not exceed 150 hours for each completed calendar year of service.
- 17.3 Where employers have systems in place which record and report pro rata accrual of annual leave entitlements in a manner other than prescribed by this clause, that method of accrual may continue provided the system provides the same accrual over a full year. Employers must ensure that upon the cessation of employment, all pro rata annual leave entitlements accrued are equivalent to the pro rata annual leave entitlement provided by subclause 17.2 of this clause.

**18. ANNUAL LEAVE TRAVEL CONCESSION**

- 18.1 This clause replaces subparagraph (vi), paragraph (a), subclause (10) of clause 23 - Annual Leave of the Award.
- 18.2 Where employees are entitled to a travel concession under this subclause and the employees' headquarters are situated in District Allowance Areas 3, 4, 5 or 6, a travel concession covering the cost of airfares or motor vehicle allowance up to a maximum amount equivalent to the value of a return fully flexible and refundable airfare to Perth will be provided for each employee and each of his/her dependants when proceeding on annual leave to a location other than Perth or Geraldton.

**19. ADDITIONAL LEAVE FLEXIBILITIES**

- 19.1 This clause is to be read in conjunction with clause 25 - Long Service Leave of the Award.
- 19.2 Access to Pro Rata Long Service Leave
- (a) Subject to paragraph (b) of this subclause and subclause 19.3, employees within seven (7) years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with their employer, choose to access pro rata long service leave at the rate of 9.28 days per completed 12 month period of continuous service.
- (b) Access to pro rata long service leave does not include long service leave to which the employee has become entitled, or accumulated prior to being within seven years of their preservation age.



- (c) Under this subclause, pro rata long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave. Employees may by agreement with their employer, clear any pro rata entitlement to long service leave in minimum periods of one (1) day.
- (d) Where employees access pro rata long service leave, any period of leave taken will be excised for the purpose of continuous service in accordance with subclause 25 (5) of the Award.

19.3 This clause shall operate from the date of registration of the “replaced General Agreement”, 30 July 2004.

## **20. HIGHER DUTIES ALLOWANCE**

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

### **Annual Leave**

- 20.2 Where an employee who is in receipt of an allowance granted under clause 19 – Higher Duties Allowance of the Award and has been so for a continuous period of twelve months or more, proceeds on any period of annual leave and resumes in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of leave.
- 20.3 Where an employee who is in receipt of an allowance granted under clause 19 – Higher Duties Allowance of the Award and has been so for a continuous period of twelve months or more, proceeds on any period of annual leave and does not resume in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of the annual leave accrued during the period of higher duties.
- 20.4 Where an employee in receipt of an allowance granted under clause 19 – Higher Duties Allowance of the Award for less than twelve months proceeds on a period of annual leave, whether in excess of the normal entitlement or not, if during the employee’s absence no other employee acts in the office in which the employee was acting immediately prior to proceeding on leave and the employee resumes in the office immediately on return from leave, the employee shall continue to receive the allowance for the period of normal annual leave.
- 20.5 For the purpose of this subclause the expression ‘normal annual leave’ shall mean the annual period of recreation leave as referred to in clause 23 - Annual Leave of the Award and shall include any public holidays and leave in lieu accrued during the preceding twelve months taken in conjunction with such annual recreation leave.

### **Other Approved Leave of Absence**

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

be entitled to receive payment of such allowance for the whole or any part of the period of such leave.

**21. DAYS IN LIEU OF THE REPEALED PUBLIC SERVICE HOLIDAYS**

- 21.1 The two (2) days in lieu of the repealed public service holidays as provided for in the Premier’s Circular 2003/01 apply to employees covered by this General Agreement where they would normally be expected to work these days.
- 21.2 Days in lieu of the repealed public service holidays accrue on the date of the relevant repealed public service holiday. They may be taken subsequent to the date of accrual of the repealed public service holiday. The days in lieu do not accumulate and have to be taken in the calendar year that they accrue. Days in lieu that have accrued but have not been taken are not paid out on termination of employment.
- 21.3 By prior agreement with the employer the day may be taken on the date of the relevant repealed public service holiday.

**22. DISTRICT ALLOWANCE**

- 22.1 This clause is read in conjunction with clause 43 – District Allowance of the Award.
- 22.2 District Allowance is payable to casual employees on an hourly rate basis in accordance with the following formula:

$$\frac{\text{Appropriate Annual District Allowance Rate}}{1} \times \frac{12}{313} \times \frac{1}{75}$$

**23. SHIFT WORK ALLOWANCE**

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

**Afternoon and Night Shift**

- 23.2 An employee required to work a weekday afternoon or night shift, will in addition to the ordinary rate of salary, be paid an allowance in accordance with the following formula for each shift so worked.

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

- 23.3 Notwithstanding the above, the minimum amount payable per shift to an employee required to work afternoon or night shift will be the allowance payable to an employee with an annual salary of Level 1.7 using the formula at subclause 23.2.
- 23.4 For the purposes of this clause “annual salary” is the ordinary rate of salary payable for the position as prescribed in Schedule 1 – Salaries, or Schedule 2 - Salaries -Specified Callings of this General Agreement.
- 23.5 This allowance will be paid in lieu of the afternoon and night shift allowance prescribed in paragraph 21 (2) (a) of the Award.

**Sunday Penalty**

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

23.7 Weekend Penalty Rates for Casual Employees

- (a) Notwithstanding the provisions of paragraph (2) (a) of clause 10 – Casual Employment of the Award, casual employees are entitled to weekend shift penalties as follows.  
Work performed during ordinary rostered hours on
  - (i) Saturdays or Public Holidays shall be paid for at the rate of time and one-half. Casuals are already paid a loading in lieu of public holidays; and
  - (ii) Sundays will be paid for at the rate of time and three quarters.
- (b) These rates are paid in addition to but not compounded on the casual loading provided for in paragraph (1) (a) of clause 10 – Casual Employment, of the Award.

**24. REVIEW OF OUT OF HOURS CONTACT**

- 24.1 The parties will review the construct of out of hours contact allowances and penalties. The review will be concluded within 12 months of this General Agreement being registered.
- 24.2 Outcomes of the review that are agreed between the parties will be implemented by a separate registered industrial agreement or award amendment. These agreed provisions may be implemented administratively prior to registration of an industrial agreement or award amendment.
- 24.3 Where agreement is not reached the provisions of clause 35 – Dispute Settlement Procedure will apply.

**25. COMMUTED ALLOWANCES**

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

**26. WORKING FROM HOME**

- 26.1 Subject to this clause, employers may consider the introduction of working from home arrangements. The introduction of working from home arrangements does not provide for the employees primary place of work to be moved from the employee's headquarters/work base to the employee's home.
- 26.2 Statutory requirements apply to employee's working from home as they do to employees working at an employer's workplace. Employers must ensure understanding and compliance of all affected parties with all statutory responsibilities prior to any arrangements being sanctioned.
- 26.3 Employers are required to undertake a risk assessment of the work activities carried out by employees to identify and manage hazards. In carrying out any assessment, employers must look at who and what may be affected by, and the possible effects of the work being done from home.
- 26.4 The introduction of working from home arrangements is subject to:
  - (a) the employees duties are those they would normally undertake at their headquarters/work base;
  - (b) the nature of employees' work being such that it is suited to working from home arrangements;
  - (c) approval of any arrangement being at the discretion of the employer;
  - (d) employees agreeing to enter into the working from home arrangements;

- (e) the introduction of working from home arrangements being in accordance with the provisions of the employer's policy; and
- (f) the employer's policy and procedures addressing:
  - (i) general obligations of both the employer and employees, including such things as insurance, separation of overheads billed to the homeowner and the employee's ordinary hours of work while working from home;
  - (ii) duty of care responsibilities owed by the employer and employee under the *Occupational Safety and Health Act 1984*; and
  - (iii) all additional statutory obligations affecting the employer/employee relationship.

## 27. WORKLOAD MANAGEMENT

- 27.1 Employers are committed to providing a safe and healthy work environment and will not require employees to undertake an unreasonable workload in the ordinary discharge of their duties.
- 27.2 The objective of this principle is to ensure workload allocation is fair, manageable and without risk to health and safety.
- 27.3 Employers shall take reasonable steps to ensure that employees:
- (a) do not work excessive or unreasonable hours;
  - (b) are able to clear annual leave; and
  - (c) are paid or otherwise recompensed for work as provided for under the Award and this General Agreement.
- 27.4 Employees are required to perform, attain or sustain a standard of work that may be reasonably expected of them.
- 27.5 All relevant indicators of workload should be monitored. Indicators may include:
- (a) nature of work;
  - (b) work patterns;
  - (c) environment in which work is performed;
  - (d) volume of work;
  - (e) level of performance;
  - (f) turnover;
  - (g) accident rate;
  - (h) incidence of workers compensation;
  - (i) sickness absence;
  - (j) early retirement records;
  - (k) referral rates and general feedback from counsellors; and
  - (l) exit information.
- 27.6 Where employee performance issues are identified these will be managed in accordance with an agency's

performance management policy and should take into account:

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

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

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

## **28. APPROVED CONTRACT FOR SERVICE PROCEDURES – LABOUR HIRE**

28.1 The *Public Sector Management Act 1994* requires employers to comply with Approved Procedures established under the Act.

28.2 DPC will conduct a compliance review of Approved Procedure 5 - Approved Contracts for Services Procedures.

28.3 The findings of the review will be 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.

28.4 The parties agree to consult through the Peak Consultative Forum on any changes proposed to Approved Procedure 5 - Approved Contracts for Services Procedures.

## **29. PROCEDURE FOR CLASSIFYING AN OFFICE**

29.1 DPC will continue to review the procedure for classification of an office as provided for in Approved Procedure 1 - Approved Classification System and Procedures established under the *Public Sector Management Act 1994*.

29.2 The process is to be overseen by the Peak Consultative Forum established under clause 34 of this General Agreement.

## **30. REMOTE AND ISOLATED LOCATIONS**

30.1 For the purpose of this clause remote and isolated locations shall include those facilities established as a result of the Government's response and action plan associated with the Gordon inquiry and located at: Kintore, Warburton, Balgo, Kalumburu, Warakuna/Docker River, Bidyandanga, Dampier Peninsula, Warmun and Jigalong.

30.2 Where employees are posted to work in the above mentioned remote and isolated locations as their headquarters they will receive, in addition to any other benefits they may be entitled to:

- (a) remote community allowance of \$3000 per annum, paid fortnightly;
- (b) free housing, electricity & water;
- (c) four weeks of remote-community leave for each completed year of service. Remote-community

leave will accrue per year and be taken at the end of the employees posting to the location, unless otherwise agreed by the employee and employer. Absence on remote community leave will count for service for all purposes; and

- (d) upon completion of tenure at remote and isolated locations, employees will be given preference to return to a location of their choice, subject to operational requirements.

30.3 An employee, posted to any of the locations listed in sub-clause 30.1 and who is in receipt of an attraction and retention benefit (ARB) pursuant to Approved Procedure 7 – Determining Remuneration – Attraction and Retention Benefits, as a result of that posting, remains entitled to the benefits pursuant to this clause that exceed the entitlements provided for by the ARB.

30.4 Where an employee is posted to work in any of the above mentioned remote and isolated locations as their headquarters and, due to the actions of the employer, they do not complete a full term of their posting at the location, they will be entitled to receive the remote community leave set out in paragraphs 30.2 (c) and 30.2 (d) of this Agreement on a pro-rata basis.

### **31. REGIONAL TRAINING AND DEVELOPMENT**

31.1 The parties are committed to providing effective workforce management practices and opportunities to staff employed in regional areas.

For the purposes of this clause:

- (a) “Training” includes, but is not limited to the provision of approved, formal instruction by an agency representative or an external provider to one or more employees in order to assist them to undertake a particular role or function, or to enhance their personal skills, knowledge and/or abilities.
- (b) “Development” is the opportunity for an employee to gain on-the-job experience and skills by working in a position other than the employee’s substantive position. Development opportunities include, but are not limited to:
  - (i) performance of duties at a higher classification level (Acting);
  - (ii) secondment to another agency at the employee’s substantive classification level or at a higher classification level; or
  - (iii) temporary deployment within the same agency at the employee’s substantive classification level but where the duties differ from those of the employee’s substantive position.

31.2 Employers shall:

- (a) Ensure that regional employees are, as far as reasonably practicable, provided with access to training and development opportunities having regard to that agency’s operational requirements and opportunities provided to metropolitan based staff.
- (b) Ensure that regional employees are offered job related training opportunities within their local area or by agreement, in another location. The employer will cover all costs associated with the training activity.
- (c) Where employer initiated development opportunities are provided away from the employee’s home base, cover costs to the extent of the provisions of clause 50. - Relieving Allowance and clause 55. - Weekend Absence from Residence, of the Award.
- (d) Ensure that registered redeployees located in regional areas are provided career transitional support, including ongoing professional development opportunities.

31.3 Each agency that employs people in regional areas in Western Australia will conduct a review into the

accessibility to personal development opportunities including training and acting opportunities within 12 months of the registration of this agreement. The findings of these reviews will be provided to the agency's Joint Consultative Committee.

## 32. REMOVAL ALLOWANCE

This clause replaces clause 51 – Removal Allowance of the Award.

32.1 When an employee is transferred in the public interest, or in the ordinary course of promotion or transfer, or on account of illness due to causes over which the employee has no control, the employee shall be reimbursed:

- (a) The actual reasonable cost of conveyance of the employee and dependants.
- (b) The actual cost (including insurance) of the conveyance of an employee's household furniture effects and appliances up to a maximum volume of 45 cubic metres, provided that a larger volume may be approved by the Employer in special cases.
- (c) An allowance of \$508.00 for accelerated depreciation and extra wear and tear on furniture, effects and appliances for each occasion that an employee is required to transport his or her furniture, effects and appliances provided that the Employer is satisfied that the value of household furniture, effects and appliances moved by the employee is at least \$3,042.00.
- (d) Reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of \$157.00.

Pets are defined as dogs, cats, birds or other domestic animals kept by the employee or the employee's dependants for the purpose of household enjoyment.

Pets do not include domesticated livestock, native animals or equine animals.

32.2 An employee who is transferred solely at his or her own request or on account of misconduct must bear the whole cost of removal unless otherwise determined by the Employer prior to removal.

32.3 An employee shall be reimbursed the full freight charges necessarily incurred in respect of the removal of the employee's motor vehicle. If authorised by the Employer to travel to a new locality in the employee's own motor vehicle, reimbursement shall be as follows: -

- (a) Where the employee will be required to maintain a motor vehicle for use on official business at the new headquarters, reimbursement for the distance necessarily travelled shall be on the basis of the appropriate rate prescribed by subclause (2) of Clause 22. - Motor Vehicle Allowance of the Award.
- (b) Where the employee will not be required to maintain a motor vehicle for use on official business at the new headquarters reimbursement for the distance necessarily travelled shall be on the basis of one half (½) of the appropriate rate prescribed by subclause (3) of Clause 22. - Motor Vehicle Allowance of the Award.
- (c) Where an employee or his/her dependants have more than one vehicle, and all the vehicles are to be relocated to the new residence, the cost of transporting or driving up to two vehicles shall be deemed to be part of the removal costs.
- (d) Where only one vehicle is to be relocated to the new residence, the employee may choose to transport a trailer, boat or caravan in lieu of the second vehicle. The employee may be required to show evidence of ownership of the trailer, boat or caravan to be transported.

- (e) If the employee tows the caravan, trailer or boat to the new residence, the additional rate per kilometre is to be three cents per kilometre for a caravan or boat and two cents per kilometre for a trailer.
- 32.4 The employee shall, before removal is undertaken obtain quotes from at least two carriers which shall be submitted to the Employer, who may authorise the acceptance of the more suitable: Provided that payment for a volume amount beyond 45 cubic metres shall not occur without the prior written approval of the employer.
- 32.5 The Employer may, in lieu of conveyance, authorise payment to compensate for any loss in any case where an employee, with prior approval of the Employer, disposes of his or her household furniture effects and appliances instead of removing them to the new headquarters: Provided that such payments shall not exceed the sum which would have been paid if the employee's household furniture effects and appliances had been removed by the cheapest method of transport available and the volume was 45 cubic metres.
- 32.6 Where an employee is transferred to government owned or private rental accommodation, where furniture is provided, and as a consequence the employee is obliged to store furniture, the employee shall be reimbursed the actual cost of such storage up to a maximum allowance of \$944.00 per annum. Actual cost is deemed to include the premium for adequate insurance coverage for the value of the furniture stored. An allowance under this subclause shall not be paid for a period in excess of four years without the approval of the employer.
- 32.7 Receipts must be produced for all sums claimed.
- 32.8 New appointees to the public service shall be entitled to receive the benefits of this clause if they are required by the employer to participate in any training course prior to being posted to their respective positions in the service. This entitlement shall only be available to employees who have completed their training and who incur costs when moving to their first posting.
- 32.9 An employer may agree to provide removal assistance greater than specified in this Agreement or the Award and if in that event that the employee to whom the benefit is granted elects to leave the position, on a permanent basis, within twelve months, the employer may require the employee to repay the additional removal assistance on a pro rata basis. Repayment can be deducted from any monies due to the employee.
- 32.10 For the purposes of this subclause, "elects to leave the position," means the employee freely chooses to leave the position in the ordinary course of promotion, transfer or resignation and this necessitates the employer obtaining a replacement employee.
- 32.11 The amounts specified in paragraphs (1) (c) and (1) (d) and subclause (6) of this clause shall be amended as and when required consistent with changes to the equivalent amounts specified in the Award.

### **33. JOINT CONSULTATIVE COMMITTEE**

- 33.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies.
- 33.2 The parties acknowledge that decisions will continue to be made by the employer who is responsible and accountable to Government for the effective and efficient operation of the agency.
- 33.3 The parties agree that:
  - (a) where the employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of employees, the union and employees affected shall be notified by the employer as early as possible;
  - (b) for the purposes of discussion the employer shall provide to the employees concerned relevant information about the changes, including the effect of the changes on employees, provided the employer shall not be required to disclose any information that is confidential;



- (c) in the context of discussions the union and employees are able to contribute to the decision making process; and
  - (d) the Joint Consultative Committee (JCC) parties are to provide all reasonable and relevant information except confidential commercial, business or personal information, the release of which may seriously harm a party or individual.
- 33.4 Each agency will have a JCC comprising of the employer or their nominee, employer nominated representatives and union nominated representatives.
- 33.5 The JCC will convene within 28 days of a written request being received from either party.
- 33.6 The JCC will determine its own operating procedures.
- 33.7 JCC's will be a forum for consultation on issues such as:
- (a) development of workload management tools within the agency;
  - (b) industrial issues;
  - (c) fixed term and casual employment usage;
  - (d) changes to work organisation and/or work practices occurring in the workplace;
  - (e) agency implementation of recommendations from the 'Functional Review of Government'; and
  - (f) agency implementation of other aspects of this General Agreement.
- 33.8 Matters not resolved through the JCC can be referred to the provisions of clause 35 - Dispute Settlement Procedure.

#### **34. PEAK CONSULTATIVE FORUM**

- 34.1 The Peak Consultative Forum established under the replaced General Agreement shall continue to operate and consist of senior representatives from the union and Directors General or their nominated representatives from DOCEP, DPC and as required, other agencies.
- 34.2 The function of the Peak Consultative Forum will be to consult on cross sector matters including the implementation of this General Agreement.
- 34.3 The parties acknowledge that decisions will continue to be made by the employer who is responsible and accountable to Government for the effective and efficient operation of the agency.

#### **35. DISPUTE SETTLEMENT PROCEDURE**

##### **Part A Employee/Employer Disputes**

- 35.1 Any questions, difficulties or disputes arising in the course of the employment of employees covered by this General Agreement shall be dealt with in accordance with this clause.
- 35.2 The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days. An employee may be accompanied by a union representative.
- 35.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the

relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days. An employee may be accompanied by a union representative.

- 35.4 If the dispute is still not resolved, it may be referred by the employee/s or union representative to the employer or his/her nominee.
- 35.5 Where the dispute cannot be resolved within five (5) working days of the union representatives' referral of the dispute to the employer or his/her nominee, either party may refer the matter to the WAIRC.
- 35.6 The period for resolving a dispute may be extended by agreement between the parties.
- 35.7 At all stages of the procedure the employee may be accompanied by a union representative.

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

- 35.8 Any questions, difficulties or disputes arising under this General Agreement between the parties, including but not limited to matters not resolved between the parties to this General Agreement pursuant to clause 18 – Annual Leave Travel Concession, clause 22 - District Allowance, clause 23 - Shift Work Allowance and clause 29 – Joint Consultative Committee may be referred by either party to the WAIRC for conciliation and where appropriate arbitration.
- 35.9 The provisions of subclause 35.8 will not be construed in a manner that cancels the effect of clause 7 – No Further Claims of this General Agreement.

**36. SIGNATURES OF PARTIES**

Signed	14/7/06	<i>Common Seal</i>
.....	.....	.....
<b>Signature</b>		<b>Date</b>
<b>Toni Walkington</b> <b>General Secretary</b> <b>The Civil Service Association of Western Australia (Inc)</b>		

Signed	14/07/06	
.....	.....	.....
<b>Signature</b>		<b>Date</b>
<b>Susan Barrera</b> <b>Acting Executive Director</b> <b>Labour Relations</b> <b>Department of Consumer and Employment Protection</b>		

**Acting as agent for each Employing Authority listed in Schedule 4**

## SCHEDULE 1 – SALARIES

	Existing Salary Rates	Annual Salary	
		4.5% Increase	4.0% Increase
		From the beginning of the first pay period commencing on or after 26 February 2006	From the beginning of the first pay period commencing on or after 26 February 2007
	\$	\$	\$
LEVELS	Per Annum	Per Annum	Per Annum
Level 1			
Under 17 yrs	\$15,361	\$16,052	\$16,694
17 yrs	\$17,952	\$18,760	\$19,510
18 yrs	\$20,940	\$21,882	\$22,757
19 yrs	\$24,238	\$25,329	\$26,342
20 yrs	\$27,219	\$28,444	\$29,582
1.1	\$29,901	\$31,247	\$32,497
1.2	\$30,821	\$32,208	\$33,496
1.3	\$31,741	\$33,169	\$34,496
1.4	\$32,655	\$34,124	\$35,489
1.5	\$33,575	\$35,086	\$36,489
1.6	\$34,495	\$36,047	\$37,489
1.7	\$35,552	\$37,152	\$38,638
1.8	\$36,284	\$37,917	\$39,434
1.9	\$37,366	\$39,047	\$40,609
LEVEL 2.1	\$38,661	\$40,401	\$42,017
2.2	\$39,655	\$41,439	\$43,097
2.3	\$40,699	\$42,530	\$44,231
2.4	\$41,803	\$43,684	\$45,431
2.5	\$42,957	\$44,890	\$46,686
LEVEL 3.1	\$44,543	\$46,547	\$48,409
3.2	\$45,780	\$47,840	\$49,754
3.3	\$47,054	\$49,171	\$51,138
3.4	\$48,362	\$50,538	\$52,560
LEVEL 4.1	\$50,156	\$52,413	\$54,510
4.2	\$51,562	\$53,882	\$56,037
4.3	\$53,008	\$55,393	\$57,609
LEVEL 5.1	\$55,795	\$58,306	\$60,638
5.2	\$57,677	\$60,272	\$62,683
5.3	\$59,633	\$62,316	\$64,809
5.4	\$61,664	\$64,439	\$67,017
LEVEL 6.1	\$64,928	\$67,850	\$70,564
6.2	\$67,148	\$70,170	\$72,977

	Existing Salary Rates	Annual Salary	
		4.5% Increase	4.0% Increase
		From the beginning of the first pay period commencing on or after 26 February 2006	From the beginning of the first pay period commencing on or after 26 February 2007
	\$	\$	\$
LEVELS	Per Annum	Per Annum	Per Annum
6.3	\$69,445	\$72,570	\$75,473
6.4	\$71,898	\$75,133	\$78,138
LEVEL 7.1	\$75,659	\$79,064	\$82,227
7.2	\$78,260	\$81,782	\$85,053
7.3	\$81,092	\$84,741	\$88,131
LEVEL 8.1	\$85,693	\$89,549	\$93,131
8.2	\$88,989	\$92,994	\$96,714
8.3	\$93,076	\$97,264	\$101,155
LEVEL 9.1	\$98,180	\$102,598	\$106,702
9.2	\$101,628	\$106,201	\$110,449
9.3	\$105,561	\$110,311	\$114,723
CLASS 1	\$111,509	\$116,527	\$121,188
CLASS 2	\$117,458	\$122,744	\$127,654
CLASS 3	\$123,402	\$128,955	\$134,113
CLASS 4	\$129,350	\$135,171	\$140,578

## SCHEDULE 2 - SALARIES – SPECIFIED CALLINGS

	Existing Salary Rates	Annual Salary	
		4.5% Increase	4.0% Increase
		From the beginning of the first pay period commencing on or after 26 February 2006	From the beginning of the first pay period commencing on or after 26 February 2007
LEVELS	\$ Per Annum	\$ Per Annum	\$ Per Annum
LEVEL 2/4			
1 <sup>st</sup> year	\$38,661	\$40,401	\$42,017
2nd year	\$40,699	\$42,530	\$44,231
3rd year	\$42,957	\$44,890	\$46,686
4th year	\$45,780	\$47,840	\$49,754
5th year	\$50,156	\$52,413	\$54,510
6th year	\$53,008	\$55,393	\$57,609
LEVEL 5.1	\$55,795	\$58,306	\$60,638
5.2	\$57,677	\$60,272	\$62,683
5.3	\$59,633	\$62,316	\$64,809
5.4	\$61,664	\$64,439	\$67,017
LEVEL 6.1	\$64,928	\$67,850	\$70,564
6.2	\$67,148	\$70,170	\$72,977
6.3	\$69,445	\$72,570	\$75,473
6.4	\$71,898	\$75,133	\$78,138
LEVEL 7.1	\$75,659	\$79,064	\$82,227
7.2	\$78,260	\$81,782	\$85,053
7.3	\$81,092	\$84,741	\$88,131
LEVEL 8.1	\$85,693	\$89,549	\$93,131
8.2	\$88,989	\$92,994	\$96,714
8.3	\$93,076	\$97,264	\$101,155
LEVEL 9.1	\$98,180	\$102,598	\$106,702
9.2	\$101,628	\$106,201	\$110,449
9.3	\$105,561	\$110,311	\$114,723
CLASS 1	\$111,509	\$116,527	\$121,188
CLASS 2	\$117,458	\$122,744	\$127,654
CLASS 3	\$123,402	\$128,955	\$134,113
CLASS 4	\$129,350	\$135,171	\$140,578

## SCHEDULE 3 - AGENCY SPECIFIC AGREEMENTS

DEPARTMENT	TITLE OF AGREEMENT	ASA NUMBER
Agriculture	Department of Agriculture Agency Specific Agreement 2005	PSAAG 21 of 2005
Auditor General	Office of the Auditor General Agency Specific Agreement 2005	PSAAG 5 of 2005
Community Development	Department for Community Development Agency Specific Agreement 2005	PSAAG 4 of 2006
Conservation and Land Management	Department of Conservation and Land Management Common Fire Service Provisions Agreement 2003	PSAAG 9 of 2004
Conservation and Land Management	Department of Conservation and Land Management Agency Specific Agreement 2003	PSAAG 17 of 2003
Disability Services Commission	Disability Services Commission (Public Servants) Agency Specific Agreement 2003	PSAAG 31 of 2003
Environment	Department of Environment, Water and Catchment Protection Agency Specific Agreement 2003	PSAAG 13 of 2003
Fisheries	Department of Fisheries Agency Specific Agreement 2003	PSAAG 40 of 2003
Goldfield/ Esperance Development Commission	Goldfield / Esperance Development Commission Agency Specific Agreement 2005	PSAAG 8 of 2005
Government Employees Superannuation Board	Government Employees Superannuation Board Agency Specific Agreement 2005	PSAAG 6 of 2005
Health Review	Office of Health Review Agency Specific Agreement 2005	PSAAG 4 of 2005
Industry and Resources	Department of Industry and Resources Agency Specific Agreement 2005	PSAAG 16 of 2005
Land Information	Department of Land Administration Agency Specific Agreement 2006	PSAAG 5 of 2006
Planning and Infrastructure	Department for Planning and Infrastructure Agency Specific Agreement 2005	PSAAG 23 of 2005
Police	Western Australia Police Service Agency Specific Agreement 2005	PSAAG 25 of 2005
Racing, Gaming and Liquor	Department of Racing, Gaming and Liquor Agency Specific Agreement 2005	PSAAG 17 of 2005
Rottneest Island Authority	Rottneest Island Authority Agency Specific Agreement 2005	PSAAG 24 of 2005
TAFE C Y O'Connor	C Y O'Connor College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 58 of 2002
TAFE Central	Central TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 53 of 2002
TAFE Central West	Central West College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 56 of 2002
TAFE Challenger	Challenger TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 61 of 2002
TAFE Eastern Pilbara	Eastern Pilbara College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 57 of 2002
TAFE Great Southern	Great Southern TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 55 of 2002

<b>DEPARTMENT</b>	<b>TITLE OF AGREEMENT</b>	<b>ASA NUMBER</b>
TAFE Kimberley	Kimberley College of TAFE Public Service and Government Officers' Agency Specific Agreement 2003	PSAAG 60 of 2002
TAFE Midland	Midland College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 52 of 2002
TAFE South East Metropolitan	South East Metropolitan College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 54 of 2002
TAFE South West Regional	South West Regional College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 51 of 2002
TAFE West Coast	West Coast College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 59 of 2002
TAFE West Pilbara	West Pilbara College of TAFE Public Service and Government Officers Agency Specific Agreement 2003	PSAAG 50 of 2002
Treasury and Finance	Department of Treasury and Finance Agency Specific Agreement 2005	PSAAG 12 of 2005



## SCHEDULE 4 - PARTIES TO THIS GENERAL AGREEMENT

The Civil Service Association of Western Australia Incorporated

The employing authority, as defined by the Public Sector Management Act 1994, of each of the following public authorities:

Curriculum Council of Western Australia  
 Department for Community Development  
 Department for Planning and Infrastructure  
 Department of Agriculture and Food (*formerly the Department of Agriculture Western Australia*)  
 Department of Conservation and Land Management  
 Department of Consumer and Employment Protection  
 Department of Corrective Services (*formerly part of the Department of Justice*)  
 Department of Culture and the Arts  
 Department of Education and Training  
 Department of Education Services  
 Department of Environment  
 Department of Fisheries  
 Department of Health  
 Department of Housing and Works  
 Department of Indigenous Affairs  
 Department of Industry and Resources  
 Department of Land Information  
 Department of Local Government and Regional Development  
 Department of Racing, Gaming and Liquor  
 Department of Sport & Recreation Western Australia  
 Department of the Attorney General (*includes part of the former Department of Justice*)  
 Department of the Premier and Cabinet  
 Department of Treasury and Finance  
 Disability Services Commission  
 Economic Regulation Authority  
 Equal Opportunity Commission  
 Gascoyne Development Commission  
 Goldfields-Esperance Development Commission  
 Government Employees Superannuation Board  
 Great Southern Development Commission  
 Kimberley Development Commission  
 Law Reform Commission of Western Australia  
 Mid West Development Commission  
 Office of Energy  
 Office of Health Review  
 Office of the Auditor General  
 Office of the Director for Public Prosecutions for Western Australia  
 Office of the Information Commissioner  
 Office of the Inspector of Custodial Services  
 Office of the Public Sector Standards Commissioner  
 Peel Development Commission  
 Pilbara Development Commission  
 Rottnest Island Authority  
 South West Development Commission  
 State Supply Commission  
 Water and Rivers Commission  
 Western Australian Electoral Commission  
 Western Australian Industrial Relations Commission  
 Western Australian Meat Industry Authority  
 Western Australian Police Service  
 Wheatbelt Development Commission  
 WorkCover Western Australia

**PUBLIC SERVICE GENERAL AGREEMENT 2006**

**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

**PARTIES** CURRICULUM COUNCIL OF WESTERN AUSTRALIA AND OTHERS

**-and-**

THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA  
INCORPORATED

**CORAM** PUBLIC SERVICE ARBITRATOR  
COMMISSIONER P E SCOTT

**DATE** FRIDAY, 28 JULY 2006

**FILE NO** PSAAG 7 OF 2006

**CITATION NO.** 2006 WAIRC 05153

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**Result** Agreement Registered

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*Order*

HAVING heard Mr T Boronovskis and with him Mr G Wibrow on behalf of the Curriculum Council of Western Australia and Others and Mr M Finnegan and with him Ms L Jacobson on behalf of the Civil Service Association of Western Australia Incorporated, and by consent, the Public Service Arbitrator, pursuant to the powers conferred under the Industrial Relations Act, 1979, hereby orders:

THAT the Public Service General Agreement 2006 in the terms of the following schedule be registered on the 26<sup>th</sup> day of July 2006 and shall replace the Public Service General Agreement 2004.

COMMISSIONER P E SCOTT  
PUBLIC SERVICE ARBITRATOR