

**GRAYLANDS SELBY-LEMNOS AND SPECIAL CARE HEALTH
SERVICES GENERAL AGREEMENT 2005**

PSAAG 3 of 2005

1. TITLE

- 1.1 This Agreement shall be known as the Graylands Selby-Lemnos and Special Care Health Services General Agreement 2005 and replaces the Graylands Selby-Lemnos and Special Care Health Services Enterprise Bargaining Agreement 2002.

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3. DEFINITIONS

- 3.1 For the purposes of this Agreement the following definitions shall apply.
- a) "Agreement" means the Graylands Selby-Lemnos and Special Care Health Services General Agreement 2005
 - b) "Award" means the Graylands Selby-Lemnos and Special Care Health Services Award 1999.
 - c) "Chief Executive" means the Chief Executive, North Metropolitan Area Health Service.

- d) "Employees" means Government Officers under the meaning of the Industrial Relations Act 1979 as amended.
- e) "Employer" means the Minister for Health incorporated as the Board of Graylands Selby-Lemnos and Special Care Health Services
- f) "GSL" means Graylands Selby-Lemnos and Special Care Health Services
- g) "Union" means the Civil Service Association of Western Australia Incorporated
- h) "WAIRC" means the Western Australian Industrial Relations Commission

4. APPLICATION AND PARTIES BOUND

4.1 This Agreement applies to

- a) the Civil Service Association of Western Australia Incorporated (CSA) to the extent that the organisation had eligible financial members employed by the employer at GSL on the 6th of May 1998, and
- b) Employees who were members of the CSA on 6th May 1998 and continue to be a member of the CSA employed at GSL, in any calling in which they are eligible for membership of the CSA;

4.2 The parties to the Agreement are the Employer and the Civil Service Association of Western Australia Incorporated.

4.3 As at the date of registration the number of employees covered by this Agreement is 12.

4.4 The Agreement shall be read in conjunction with the Graylands Selby-Lemnos and Special Care Health Services Award 1999. Where the provisions of the Award and this Agreement are inconsistent, the provisions of this Agreement shall prevail.

5. TERM OF AGREEMENT

5.1 This Agreement shall operate from the first pay period on or after the date of registration, in accordance with Section 41 of the *Industrial Relations Act 1979*, and will expire on 25 February 2006.

5.2 The parties to this Agreement agree to re-open negotiations for a replacement agreement at least six (6) months prior to the expiry of this Agreement with a view to implement a replacement agreement operative from 26 February 2006.

6. NO FURTHER CLAIMS

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

6.2 The parties to this Agreement undertake that for the term of this Agreement there will be no further claims on matters contained in this Agreement.

7. HIGHER DUTIES ALLOWANCE

- 7.1 This Clause replaces subclauses (6), (7) and (8) of Clause 14. – Higher Duties Allowance of the Award.

Annual Leave

- 7.2 Where an employee who is in receipt of an allowance granted under Clause 14. – 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.
- 7.3 Where an employee who is in receipt of an allowance granted under Clause 14. – 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.
- 7.4 Where an employee in receipt of an allowance granted under Clause 14. – 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.
- 7.5 For the purpose of this subclause the expression 'normal annual leave' shall mean the annual period of recreation leave as referred to in Clause 19. - 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

- 7.6 Where an employee who is in receipt of an allowance granted under Clause 14. – Higher Duties Allowance of the Award and has been so for a continuous period of twelve (12) 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.
- 7.7 Where an employee who has been in receipt of an allowance granted under Clause 14. – Higher Duties Allowance of the Award for less than twelve (12) 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.
- 7.8 Where an employee who is in receipt of an allowance granted under this clause proceeds on a period of any approved leave of absence other than annual leave of more than four (4) weeks, such employee shall not be entitled to receive payment of such allowance for the whole or any part of the period of such leave.

8. ADDITIONAL LEAVE FLEXIBILITIES

- 8.1 This clause is to be read in conjunction with Clause 21. - Long Service Leave of the Award.

Access to Accrued Long Service Leave Entitlement

- 8.2 Employees may by agreement with their employer, clear any accrued entitlement to long service leave in minimum periods of one (1) day.

Cash Out of Accrued Long Service Leave Entitlement

- 8.3 Employees may by agreement with their employer, cash out any portion of an accrued entitlement to long service leave, provided the employee proceeds on a minimum of ten (10) days annual leave in that calendar year.
- 8.4 Where employees cash out any portion of an accrued entitlement to long service leave in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with subclause 21(5) of the Award.

Long Service Leave on Double Pay

- 8.5 Employees may by agreement with their employer, access any portion of an accrued entitlement to long service leave on double pay for half the period accrued. In these circumstances the leave actually taken is fifty (50) percent of the accrued entitlement accessed.
- 8.6 Where employees proceed on long service leave on double pay in accordance with this subclause, the entitlement accessed is excised for the purpose of continuous service in accordance with subclause 21(5) of the Award.

Access to Pro-Rata Long Service Leave

- 8.7 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 nine point two eight (9.28) days per completed twelve (12) month period of continuous service. Under this subclause, pro rata long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave. Employees may by agreement with their employer, clear any pro rata entitlement to long service leave in minimum periods of one (1) day.
- 8.8 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 21(4) of the Award.

9. PARENTAL LEAVE

- 9.1 This clause replaces Clause 23. - Maternity Leave of the Award.

9.2 Definition

- a) "Employee" includes full time, part time, permanent and fixed term contract employees.
- b) "Primary Care Giver" is the employee who will assume the principal role for the care and attention of a child/children. The employer may require confirmation of primary care giver status.
- c) "Replacement Employee" is an employee specifically engaged to replace an employee proceeding on parental leave.
- d) "Partner" means a person who is a spouse or de facto partner.
- e) "Public sector" means an employing authority as defined in Section 5 of the Public Sector Management Act 1994.

9.3 Entitlement to Parental and Partner Leave

- a) An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:

- i) birth of a child to the employee or the employee's partner; or
 - ii) adoption of a child who is not the child or the stepchild of the employee or the employee's partner; is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.
- b) An employee identified as the primary care giver of a child and who has completed twelve months continuous service in the Western Australian public sector shall be entitled to six (6) weeks paid parental leave, increased to seven (7) weeks from the 1 January 2005 and eight (8) weeks from 1 January 2006. Paid parental leave will form part of the 52-week entitlement provided in subclause (3) (a) of this clause.
- c) A pregnant employee can commence the period of paid parental leave any time up to six (6) weeks before the expected date of birth and no later than four (4) weeks after the birth. Any other primary care giver can commence the period of paid parental leave from the birth date or for the purposes of adoption from the placement of the child but no later than four (4) weeks after the birth or placement of the child.
- d) Paid parental leave for primary care purposes for any one birth or adoption, as at date of registration of this Agreement shall not exceed six (6) weeks, or seven (7) weeks effective from 1 January 2005 or eight (8) weeks effective from 1 January 2006.
- e) The paid and unpaid parental leave entitlement up to a maximum of fifty-two (52) weeks may be shared between partners assuming the role of primary care giver.
- f) Parental leave may not be taken concurrently by an employee and his or her partner except under special circumstances and with the approval of the employer.
- g) Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.
- h) An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.
- i) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

9.4 Partner Leave

An employee who is not a primary care giver shall be entitled to a period of unpaid partner leave of up to one (1) week at the time of the birth of a child/children to his or her partner. In the case of adoption of a child this period shall be increased to up to three (3) weeks unpaid leave.

9.5 Birth of a child

- a) An employee shall provide the employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner confirming the pregnancy and the estimated date of birth.
- b) If the pregnancy results in other than a live child or the child dies in the six (6) weeks immediately after the birth, the entitlement to paid parental leave remains intact.

9.6 Adoption of a child

- a) An employee seeking to adopt a child shall be entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working

or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement in lieu of this leave.

- b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement in lieu of the terminated parental leave or return to work.

9.7 Other leave entitlements

- a) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of unpaid parental leave.
- b) Subject to all other leave entitlements being exhausted an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two (2) years. The employer's approval is required for such an extension.
- c) Any period of leave without pay must be applied for and approved in advance and will be granted on a year-by-year basis. Where both partners work for the employer the total combined period of leave without pay following parental leave will not exceed two (2) years.
- d) An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in subclause (6) (a) and (6) (e).
- e) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.
- f) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

9.8 Notice and Variation

- a) The employee shall give not less than four (4) weeks notice in writing to the employer of the date the employee proposes to commence paid or unpaid parental leave stating the period of leave to be taken.
- b) An employee seeking to adopt a child shall not be in breach of subclause (7)(a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- c) An employee proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period elect to reduce or extend the period stated in the original application, provided four (4) weeks written notice is provided.

9.9 Transfer to a Safe Job

Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the pregnant employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position at the same classification level until the commencement of parental leave.

9.10 Replacement Employee

Prior to engaging a replacement employee the employer shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the employee on parental leave.

9.11 Return to Work

- a) An employee shall confirm the intention to return to work by notice in writing to the employer not less than four (4) weeks prior to the expiration of parental leave.
- b) Where an employer has made a definite decision to introduce major changes that are likely to have a significant effect on the employee's position the employer shall notify the employee while they are on parental leave.
- c) An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave. Where the employee was transferred to a safe job the employee is entitled to return to the position occupied immediately prior to transfer.
- d) An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with the part time provisions of the relevant award and agreement.
- e) Employees who return to work on a part time basis have access to the right of reversion provisions of Clause 9. - Part-Time Employment of the Award.

9.12 Effect of Parental Leave on the Contract of Employment

- a) An employee employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.
- b) Paid parental leave will count as qualifying service for all purposes under the relevant award and agreement. Absence on unpaid parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose under the relevant award and agreement.
- c) An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with the relevant award and agreement.
- d) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on parental leave but otherwise the rights of the employer in respect of termination of employment are not affected.

10. BEREAVEMENT LEAVE

10.1 Employees, including casuals, shall on the death of:

- a) the spouse or defacto partner of the employee;
- b) the child or step-child of the employee;

- c) the parent or step-parent of the employee;
- d) the brother, sister, step brother or step sister; or
- e) any other person who, immediately before that person's death, lived with the employee as a member of the employee's family;

be eligible for up to two (2) days paid bereavement leave, provided that at the request of an employee the employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

10.2 The two (2) days need not be consecutive.

10.3 Bereavement leave is not to be taken during any other period of leave.

10.4 Payment of such leave may be subject to the employee providing evidence of the death or relationship to the deceased, satisfactory to the employer.

10.5 An employee requiring more than two (2) days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

11. HOURS

11.1 The provisions of this clause shall replace the provisions of Clause 16. - Hours of the Award.

Ordinary Hours

11.2 The ordinary hours of duty shall be one hundred and fifty (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 thirty (30) minutes.

11.3 Subject to the lunch interval, ordinary hours are to be worked as one (1) continuous period. However, employees shall not be required to work more than five (5) hours continuously without a break.

11.4 This does not preclude employers requiring or agreeing to the working of standard hours of seven point five (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.

11.5 The employer may vary the hours of duty observed in the agency or any branch or section thereof, consistent with a one hundred and fifty (150) hour four (4) week settlement period, so as to make provisions for:

- a) the attendance of employees for duty on a Saturday, Sunday or Public Holiday. Overtime provisions of the Award will apply;
- b) the performance of shift work including work on Saturdays, Sundays or Public Holidays; and
- c) the nature of the duties of an employee or class of employees in fulfilling the responsibilities of their office;

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

Flexible Working Arrangements

11.6 Application

- a) Within the parameters of subclause 2 of this clause, 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) The employer may approve alternative flexible working arrangements, provided that an average of no more than thirty-seven point five (37.5) hours per week is worked as ordinary hours.

11.7 Hours of Duty

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

11.8 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.

11.9 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.

11.10 Credit and Banked Hours

- a) Credit hours in excess of the ordinary hours of one hundred and fifty (150) hours per settlement period to a maximum of fifteen (15) hours can be carried forward to the next settlement period.
- b) During a settlement period, the maximum number of credit hours cannot exceed thirty-seven point five (37.5) hours.
- c) An additional maximum of thirty-seven point five (37.5) hours can be banked in any calendar year. Banked hours can be carried over into a new calendar year but cannot exceed thirty-seven point five (37.5) hours at any time. At the end of each settlement period hours worked in excess of the maximum fifty-two point five (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.

11.11 Debit Hours

- a) Debit hours below the ordinary hours of one hundred and fifty (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.

11.12 Maximum Daily Working Hours

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

11.13 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 fifty-two point five (52.5) hours.
- e) Flexi leave may be taken in any combination of half days and full days.

11.14 Study Leave

- a) Where study leave has been approved by the employer pursuant to the provisions of Clause 25. - Study Leave of the Award, credits will be given for education commitments falling within the ordinary hours of duty and for which "time off" is necessary to allow for attendance at formal classes.

11.15 Overtime

- a) Where employees are directed by the employer to work more than seven point five (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 seven point five (7.5) hours per day as normal hours if the employer and employee agree.
- b) For the purpose of Clause 18. – Overtime Allowance of the Award, employees receiving at least one (1) day's prior notice to work overtime, the ordinary hours of duty on the day that overtime is performed shall be seven point five (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 seven point five (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 seven point five (7.5) hours, on that day whichever is the earlier.
- d) Where an employee is required to work overtime at the beginning of a day with less than one (1) day's notice, that employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by the employer under subclause (2) of this clause.

11.16 Nine Day Fortnight

- a) Notwithstanding subclause 11.2 of this clause, from the date of registration of this 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.

11.17 Hours of Duty

- a) Ordinary hours of duty of seventy-five (75) hours a fortnight are worked over nine (9) days of the fortnight, exclusive of work performed on Saturday, Sunday and the rostered day off, with each day consisting of eight (8) hours and twenty (20) minutes.
- b) 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.

11.18 Lunch Break

- a) Employees shall be allowed forty-five (45) minutes for a meal break between 12.00 noon and 2.00 pm to meet agency requirements.
- b) 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.

11.19 Rostered Day Off

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

11.20 Leave

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

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

11.21 Overtime

The provisions of Clause 18. - 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 paragraph (b) of subclause 17 of this clause and on an employee's rostered day off.

11.22 Study Leave

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

12. PERSONAL LEAVE

- 12.1 The provisions of this clause replace Clause 22. – Sick Leave, with the exception of subclause 22(17), and Clause 26. – Short Leave of the Award.
- 12.2 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 leave and short leave. Personal leave is not for circumstances normally met by other forms of leave.

Transitional Arrangements

- 12.3 On commencement of the operation of this clause both sick and short leave will cease to exist. All existing sick leave credits will be converted to cumulative personal leave and recorded in hours. An additional 3.75 hours will be added to cumulative personal leave. Existing short leave entitlements will be converted to non-cumulative personal leave up to a maximum of fifteen (15) hours. An employee's current sick leave anniversary date will be maintained for the purposes of the personal leave entitlement.

Entitlement

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

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

- 12.5 Where employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- 12.6 In the year of accrual the one hundred and twelve point five (112.5) hours personal leave entitlement may be accessed for carers leave, illness or injury, 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 ninety seven point five (97.5) hours will be cumulative and added to personal leave cumulated from the previous year. Unused non-cumulative leave will be lost on completion of each anniversary year.
- 12.7 In accordance with the *Minimum Conditions of Employment Act 1993* entitlement to paid sick leave, in an anniversary year the number of hours the employee is required ordinarily to work in a two (2) week period during that year up to seventy-five (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 thirty-seven point five (37.5) hours of this entitlement for the purposes of carers leave.
- 12.8. An employee employed on a fixed term contract for a period of twelve (12) 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 (12) months shall be credited on a pro rata basis for the period of the contract.
- 12.9 A part time employee shall be entitled to the same personal leave credits as a full time employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the employee not been on personal leave.
- 12.10 This clause does not apply to casual employees.

- 12.11 An employee is unable to access personal leave while on any period of parental leave or leave without pay. An employee is unable to access personal leave while on any period of annual or long service leave, except as provided for in subclauses 13.30 and 13.31 of this clause.
- 12.12 Personal leave will not be debited for public holidays, which the employee would have observed.
- 12.13 If an employee has exhausted all accrued personal leave the employer may allow the employee who has at least twelve months service to anticipate up to five (5) days personal leave from next year's credit. If the employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the employer, calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of the employee.
- 12.14 In exceptional circumstances the employer may approve the conversion of an employee's personal leave credits to half pay to cover an absence on personal leave due to illness.
- 12.15 Personal leave may be taken on an hourly basis.

Personal Leave Without Pay

- 12.16 Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and produce medical evidence to the satisfaction of the employer.
- 12.17 Personal leave without pay not exceeding a period of three months in a continuous absence does not affect salary increment dates, anniversary date of sick leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three months in a continuous absence, the period in excess of three months is excised from qualifying service.
- 12.18 Personal leave without pay is not available to employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in paragraphs (b), (c) or (d) of subclause 13.19 of the General Agreement

Application for Personal Leave

- 12.19 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause 4 of this clause 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.
- 12.20 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- 12.21 The definition of family shall be the definition contained in the *Equal Opportunity Act 1984* for "relative". That is, a person who is related to the employee by blood, marriage, affinity or adoption

and includes a person who is wholly or mainly dependent on, or is a member of the household of, the employee.

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

Evidence

- 12.23 An application for personal leave exceeding two (2) consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- 12.24 In general, supporting evidence is not required for single or two (2) consecutive day absences. Where the employer has good reason to believe that the absence may not be reasonable or legitimate, the employer may request evidence be provided. The employer must provide the employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.
- 12.25 Personal leave will not be granted where an employee is absent from duty because of personal illness directly caused by the misconduct of the employee.
- 12.26 Where an application for sick leave is supported by the certificate of a registered medical practitioner, a further certificate from a medical practitioner nominated by the employer may be required and if that certificate does not confirm or substantially confirm the certificate of the medical practitioner, the employee making the application for sick leave shall pay the fee due to the nominated medical practitioner in respect of the certificate.
- 12.27 Where there is doubt about the cause of an employee's illness, the employer may require the employee to submit to a medical examination by a medical practitioner of the employer's choice, which the employee must attend. Where it is reported that the absence is because of illness caused by the misconduct of the employee, or the employee fails without reasonable cause to attend the medical examination, the fee for the examination must be deducted from the employee's salary and personal leave will not be granted.
- 12.28 a) If the employer has reason to believe that an employee is in such a state of health as to render a danger to themselves, fellow employees or the public, the employee may be required to obtain and furnish a report as to the employee's condition from a registered medical practitioner nominated by the employer. The fee for any such examination shall be paid by the employer.
- b) Upon receipt of the medical report, the employer may direct the employee to be absent from duty for a specified period or, if already on leave of absence, direct the employee to continue on leave for a specified period. Such leave shall be regarded as personal leave.
- 12.29 a) Upon report by a registered medical practitioner that, by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by Commonwealth or State law in respect of that disease, an employee is unable to attend for duty, the employee concerned may be granted personal leave or, at the option of the employee, the whole or any portion of the leave may be deducted from accrued annual leave or long service leave.
- b) Leave granted under paragraph (a) of this subclause shall not be granted for any period beyond the earliest date at which it would be practicable for the employee to resume duty, having regard to the restrictions imposed by law.

- 12.30 Where an employee is ill during the period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of the illness the employee was confined to their place of residence or a hospital for a period of at least seven (7) consecutive calendar days, the employer may grant personal leave for the period during which the employee was so confined and reinstate annual leave equivalent to the period of confinement.
- 12.31 Where an employee is ill during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the employer that as a result of illness the employee was confined to their place of residence or a hospital for a period of at least fourteen (14) consecutive calendar days, the employer may grant personal leave for the period during which the employee was so confined and reinstate long service leave equivalent to the period of confinement.

Other Conditions

- 12.32 Where an employee who has been retired from employment 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 employment and is subsequently reappointed.
- 12.33 Unused personal leave will not be cashed out or paid out when an employee ceases their employment.

Workers' Compensation

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

Continuous Service

- 12.35 For the purposes of this clause "service" shall not include:
- a) any period exceeding fourteen (14) calendar days during which an employee is absent on leave without pay. In the case of leave without pay which exceeds fourteen (14) calendar days, the entire period of such leave without pay is excised in full;
 - b) any period which exceeds six months in one (1) continuous period during which an employee is absent on workers' compensation. Provided that only that portion of such continuous absence which exceeds six (6) months shall not count as "service";
 - c) any period which exceeds three months in one (1) continuous period during which an employee is absent on sick leave without pay. Provided that only that portion of such continuous absence which exceeds three (3) months shall not count as "service".

Portability

- 12.36 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, the employee was employed in the service of:
 - i) the Western Australia Public Service, or,
 - ii) the Commonwealth Government of Australia, or,

- iii) any other State of Australia, or
 - iv) in a Western Australian State body or statutory authority; and
- b) the employee's employment commenced no later than one (1) week after ceasing previous employment.

12.37 The maximum break in employment permitted by subparagraph 12.36(b) of this subclause, may be varied by the approval of the employer provided that where employment 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.

13. PURCHASED LEAVE- 44/52 SALARY ARRANGEMENT

- 13.1 The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to eight (8) weeks additional leave.
- 13.2 The employer will assess each application for a 44/52 salary arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement.
- 13.3 Where an employee is applying for purchased leave of between five (5) and eight (8) weeks the employer will give priority access to those employees with carer responsibilities.
- 13.4 Access to this entitlement will be subject to the employee having satisfied the agency's accrued leave management policy.
- 13.5 The employee can agree to take a reduced salary spread over the fifty-two (52) weeks of the year and receive the following amounts of purchased leave:

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

- 13.6 The purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the purchased leave not taken. In the event that the employee is unable to take such purchased leave, his/her salary will be adjusted on the last pay period in January to take account of the fact that time worked during the year was not included in the salary.
- 13.7 Where an employee who is in receipt of an allowance provided for in Clause 19. - Higher Duties Allowance of the Award proceeds on any period of purchased leave the employee shall not be entitled to receive payment of the allowance for any period of purchased leave.
- 13.8 In the event that a part time employee's ordinary working hours are varied during the year, the salary paid for such leave taken will be adjusted on the last pay in January to take into account any variations to the employee's ordinary working hours during the previous year.

14. ANNUAL LEAVE ACCRUAL

- 14.1 The entitlement under this clause is in lieu of the entitlement provided by subclause (3)(a) of Clause 19. – Annual Leave of the Award.
- 14.2 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 one hundred and fifty (150) hours for each completed calendar year of service.
- 14.3 Where the employer has 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. The Employer 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 2 of this clause.

15. DEFERRED SALARY SCHEME

- 15.1 With the written agreement of the employer, an employee may elect to receive, over a four-year period, eighty percent (80%) of the salary they would otherwise be entitled to receive in accordance with this Agreement.
- 15.2 The employer will assess each application for deferred salary on its merits and give consideration to the personal circumstances of the officer seeking the leave.
- 15.3 On completion of the fourth year, an employee will be entitled to twelve (12) months leave and will receive an amount equal to eighty percent (80%) of the salary they were otherwise entitled to in the fourth year of deferment.
- 15.4 Where an employee completes four (4) years of deferred salary service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as service on a pro-rata basis for all purposes.
- 15.5 An employee may withdraw from this scheme prior to completing a four (4) year period by written notice. The employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.
- 15.6 The employer will ensure that superannuation arrangements and taxation effects are fully explained to the employee by the relevant Authority. The employer will put any necessary arrangements into place.

16. CULTURAL/CEREMONIAL LEAVE

- 16.1 Cultural/ceremonial leave shall be available to all officers.
- 16.2 Such leave shall include leave to meet the officer's customs, traditional law and to participate in cultural and ceremonial activities.
- 16.3 Officers are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between the employer and officer and sufficient leave credits being available.
- 16.4 The employer will assess each application for ceremonial/cultural leave on its merits and give consideration to the personal circumstances of the officer seeking the leave.
- 16.5 The employer may request reasonable evidence of the legitimate need for the officer to be allowed time off.

16.6 Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:

- a) the officer's annual leave entitlements;
- b) accrued days off or time in lieu; or
- c) short leave when entitlements under subclauses (a) and (b) have been fully exhausted.

16.7 Time off without pay may be granted by arrangement between the employer and the officer for cultural/ceremonial purposes.

17. BLOOD/PLASMA DONORS LEAVE

17.1 Subject to operational requirements, employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:

- a) prior arrangements with the supervisor has been made and at least two (2) days' notice has been provided; or
- b) the employee is called upon by the Red Cross Blood Centre.

17.2 The notification period shall be waived or reduced where the supervisor is satisfied that operations would not be unduly affected by the employee's absence.

17.3 The employee shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.

17.4 Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood to the Red Cross Blood Centre.

18. EMERGENCY SERVICE LEAVE

18.1 Subject to operational requirements, paid leave of absence shall be granted by the employer to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service Brigades, Bush Fire Brigades or Volunteer Marine Rescue Services Groups or Fire and Emergency Services Authority Units, in order to allow for attendances at emergencies declared by the recognised authority.

18.2 The employer shall be advised as soon as possible by the employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.

18.3 The employee must complete a leave of absence form immediately upon return to work.

18.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.

18.5 An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses 18.2, 18.3 and 18. 4 of this clause.

19. DAYS IN LIEU OF THE REPEALED PUBLIC SERVICE HOLIDAYS

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 Agreement, where they would normally be expected to work these days.

20. SUPPORTED WAGE

Workers Eligible for a Supported Wage

- 20.1 This clause defines the conditions that will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:
- a) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "(Supported Wage System: Guidelines and Assessment Process)";
 - b) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessment of an individual's productive capacity within the Supported Wage System;
 - c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme; and
 - d) "Assessment Instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

Eligibility Criteria

- 20.2 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension. (This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment).
- 20.3 This clause also does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s10 or s12A of the Act, or if a part only has received recognition, that part.

Supported Wage Rates

- 20.4 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity (subclause 5)	% of Prescribed Agreement Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%

80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$60 per week).

*Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

Assessment of Capacity

- 20.5 For the purpose of establishing the percentage of this Agreement rate to be paid to the employees, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- a) the employer and the union, in consultation with the employee, or if desired by any of these; or
 - b) the employer and an accredited Assessor from a panel agreed by the parties to this Agreement and the employee.

Lodgement of Assessment Instruments

- 20.6 All assessment instruments under the conditions of this clause, including the appropriate percentage of this Agreement wage rate to be paid to the employee, shall be lodged by the employer with the Registrar of the WAIRC.
- 20.7 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten (10) working days.

Review of Assessment

- 20.8 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other Terms and Conditions of Employment

- 20.9 Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro rata basis.

Workplace Adjustment

- 20.10 An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employees' capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

Trial Period

- 20.11 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

- 20.12 During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 20.13 The minimum amount payable to the employee during the trial period shall be no less than sixty dollars (\$60) per week. (As per PS Award rate)
- 20.14 Work trials should include induction or training as appropriate to the job being trialled.
- 20.15 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (5) of this clause

21. SHIFT WORK ALLOWANCE

- 21.1 This clause is to be read in conjunction with Clause 17. – Shift Work Allowance and Clause 18. – Overtime Allowance of the Award.

Night Shift

- 21.2 An employee required to work a night shift, as defined in Clause 17. – Shift Work Allowance of the Award, of seven and one half (7.5) hours will, in addition to the ordinary rate of salary, be paid an allowance in accordance with the following formula:

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

- 21.3 The allowance will be paid in lieu of the night shift allowance prescribed in Clause 17(2)(a) of the Award. The relevant salary rate applied in the formula shall be the rate of the expired agreement, prescribed in Schedule 1, Existing Salary Rates Column of this Agreement.

Sunday Penalty

- 21.4 Work performed during ordinary rostered hours on Sundays will be paid for at the rate of time and three quarters. This allowance will be paid in lieu of the allowance prescribed in Clause 17(2)(b) of the Award.

22. COMMUTED ALLOWANCES

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.

23. WORKING FROM HOME

- 23.1 Subject to this clause, the employer may consider the introduction of working from home arrangements.
- 23.2 Statutory requirements apply to employees working from home as they do to employees working at the workplace. The Employer must ensure understanding and compliance of all affected parties with all statutory responsibilities prior to any arrangements being sanctioned.

- 23.3 The Employer is required to undertake a risk assessment of the work activities carried out by employees to identify and manage hazards. In carrying out any assessment, the employer must look at who and what may be affected by, and the possible effects of the work being done from home.
- 23.4 The introduction of working from home arrangements is subject to:
- a) the nature of employees' work being such that it is suited to working from home arrangements;
 - b) approval of any arrangement being at the discretion of the employer;
 - c) employees agreeing to enter into the working from home arrangements;
 - d) the introduction of working from home arrangements being in accordance with the provisions of the employer's policy; and
 - e) the employer's policy and procedures addressing:
 - i) general obligations of both the employer and employees, including such things as insurance, separation of overheads billed to the homeowner and the employee's ordinary hours of work while working from home;
 - ii) duty of care responsibilities owed by the employer and employee under the *Occupational Safety and Health Act 1984*; and
 - iii) all additional statutory obligations affecting the employer/employee relationship.

24. WORKLOAD MANAGEMENT

- 24.1 The Employer is 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.
- 24.2 The objective of this principle is to ensure workload allocation is fair, manageable and without risk to health and safety.
- 24.3 The Employer 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 Agreement.
- 24.4 Employees are required to perform, attain or sustain a standard of work that may be reasonably expected of them.
- 24.5 All relevant indicators of workload should be monitored. Indicators may include:
- a) nature of work;
 - b) work patterns;

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

24.6 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.

24.7 With the exception of employee performance related issues, where workload issues are identified a review team agreed by the parties will be convened within twenty-one (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.

25. DISPUTE SETTLEMENT PROCEDURE

25.1 Any questions, difficulties or disputes arising in the course of the employment of employees covered by this Agreement shall be dealt with in accordance with this clause.

25.2 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.

25.3 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.

25.4 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.

- 25.5 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.
- 25.6 The period for resolving a dispute may be extended by agreement between the parties.
- 25.7 At all stages of the procedure the employee may be accompanied by a union representative.

26. CONSULTATION

- 27.1 The parties recognise the need for effective communication to improve the business/operational performance and working environment with the Health Service. 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 GSL.
- 26.2 The parties agree that:
- a) where the employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of the employees, the union and employees affected shall be notified by the employer as early as possible.
 - b) for the purposes of such discussion the employer shall provide to the employees concerned relevant information about the changes, including the nature of the changes on the employees, provided that the employer shall not be required to disclose any confidential information.
 - c) in the context of such discussion the union and employees are able to contribute to the decision making process.

27 SALARIES

- 27.1 The annual salaries provided for by this Agreement shall be those contained in Schedule 1 and Schedule 2 of this Agreement.
- 27.2 The first salary increase shall operate from the beginning of the first pay period commencing on or after 26 February 2004 and the second salary increase shall operate from the beginning of the first pay period commencing on or after 26 February 2005.
- 27.3 Employees covered by Clause 20– Supported Wage shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work the person is performing.

28. SALARY PACKAGING

- 28.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement in accordance with this clause and Australian Tax Office Requirements. .
- 28.2 Salary packaging is an arrangement whereby the entitlements under this agreement, contributing toward the Total Employment Cost (as defined in subclause 28.3) of an employee, can be reduced by and substituted with another, or other benefits.
- 28.3 The TEC for salary packaging purposes is calculated by adding the following entitlements and benefits:
- a) the base salary;

- b) other cash allowances ;
 - c) non-cash benefits;
 - d) any Fringe Benefit Tax liabilities currently paid; and
 - e) any variable components.
- 28.4 Where an employee enters into a salary packaging arrangement the employee will be required to enter into a separate written agreement with the employer setting out the terms and conditions of the salary packaging arrangement.
- 28.5 Notwithstanding any salary packaging arrangement the salary rate as specified in Clause 27–Salaries of this Agreement is the basis for calculating salary related entitlements specified in this Agreement or the relevant Award.
- 28.6 Compulsory Employer Superannuation Guarantee contributions are to be calculated in accordance with the applicable federal and state legislation. Compulsory employer contributions made to superannuation schemes established under the State Superannuation Act 2001 and the Parliamentary Superannuation Act 1970 are calculated on the gross (pre packaged) wage amount regardless of whether an employee participates in a salary packaging arrangement with their employer.
- 28.7 A salary packaging arrangement cannot increase the costs to the employer of employing an individual.
- 28.8 A salary packaging arrangement is to provide that the amount of any taxes, penalties or other costs for which the employer or employee is or may become liable for and are related to the salary packaging arrangement, shall be borne in full by the employee.
- 28.9 In the event of any increases in taxes, penalties or costs relating to a salary packaging arrangement, the employee may vary or cancel their salary packaging arrangement.

29. MOBILITY

- 29.1 Employees shall not be appointed exclusively to Graylands Selby-Lemnos and Special Care Health Services.
- 29.2 In order for the employer to provide appropriate levels of healthcare to consumers it is necessary to have a workforce which is mobile and that, managed properly, mobility has the potential to improve the employment security, career opportunity and development, and work life of employees.
- 29.3 The parties agree that in giving effect to the mobility provisions of this Clause, both the organisation's and the employee's needs are to be considered including;
- a) ensuring that the careers of employees are not disadvantaged;
 - b) consideration of family and carer responsibilities;
 - c) availability of transport;
 - d) matching skill level and professional suitability of any temporary job opportunity or permanent new position;
 - e) availability of training and support to assist the employee with any skills deficit in respect to the requirement of the temporary job opportunity or permanent new position.

f) The classification level and relevant opportunity costs to the employee.

29.4 The parties acknowledge that the above considerations can only be properly assessed through consultation. Subject to the particular circumstances of individual employees, a greater degree of mobility may be expected in regard to higher classified employees.

29.5 The parties agree that they will assist in the introduction of this initiative on the following basis:

a) Temporary Transfer

Subject to agreement between the employer and employee, an employee may be transferred to another position with another Health Service on a temporary basis, provided that:

- i) the employer and employee mutually agree the decision to transfer;
- ii) the period of time is defined;
- iii) the transfer is at a comparable or higher classification level;
- iv) the employee is formally notified of the agreed duties and these are commensurate with the substantive classification of the employee or at a higher level and within the competency of the employee.

b) Permanent Transfer

Subject to agreement between the parties, an employee may be transferred to another Health Service on a permanent basis, provided that:

- i) the employer and employee mutually agree the decision to transfer;
- ii) the transfer is at a comparable classification level;
- iii) the employee is formally notified of the agreed duties and these are commensurate with the substantive classification of the employee.

30. UNION FACILITIES FOR UNION REPRESENTATIVES

30.1 The employer recognises the rights of the union to organise and represent its members. Union representatives in GSL have a legitimate role and function in assisting the union in the tasks of recruitment, organising, communication and representing members' interests in the workplace, GSL and union electorate.

30.2 The employer recognises that, under the union's rules, union representatives are members of an Electorate Delegates Committee representing members within a union electorate. A union electorate may cover more than one agency.

30.3 The employer will recognise union representatives in GSL and will allow them to carry out their role and functions.

30.4 The union will advise the employer in writing of the names of the union representatives in GSL.

30.5 The employer shall recognise the authorisation of each union representative in GSL and shall provide them with the following:

- a) Paid time off from normal duties to perform their functions as a union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the electorate delegates committee and to attend union business in accordance with Clause 27. - Leave to Attend Union Business of the Award.
- b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, Internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal GSL protocols.
- c) A noticeboard for the display of union materials including broadcast email facilities.
- d) Paid access to periods of leave for the purpose of attending union training courses in accordance with Cause 28. - Trade Union Training Leave of the Award.
- e) Notification of the commencement of new employees, and as part of their induction, time to discuss the benefits of union membership with them.
- f) Access to awards, agreements, policies and procedures.
- g) Access to information on matters affecting employees in accordance with Clause 26 – Consultation of this Agreement.
- h) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.

30.6 The employer recognises that it is paramount that union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a union representative.

31. SIGNATURES OF PARTIES

Signed Date 19/1/2005

Dr Neale Fong
A/Director General, Department of Health
for and on behalf of the Employer

Signed and sealed Date 20/1/05

Toni Walkington
General Secretary
The Civil Service Association of WA Inc

SCHEDULE 1 - SALARIES

	Existing Salary Rates	Annual Salary 3.8% Increase from First Pay Period Commencing on or after 26 February 2004	Annual Salary 3.6% Increase from First Pay Period Commencing on or after 26 February 2005
LEVELS	\$ Per Annum	\$ Per Annum	\$ Per Annum
Level 1			
Under 17 yrs	\$14,284	\$ 14,827	\$ 15,361
17 yrs	\$16,693	\$ 17,328	\$ 17,952
18 yrs	\$19,472	\$ 20,212	\$ 20,940
19 yrs	\$22,539	\$ 23,396	\$ 24,238
20 yrs	\$25,311	\$ 26,273	\$ 27,219
1.1	\$27,805	\$ 28,862	\$ 29,901
1.2	\$28,661	\$ 29,750	\$ 30,821
1.3	\$29,516	\$ 30,638	\$ 31,741
1.4	\$30,366	\$ 31,520	\$ 32,655
1.5	\$31,222	\$ 32,408	\$ 33,575
1.6	\$32,077	\$ 33,296	\$ 34,495
1.7	\$33,061	\$ 34,317	\$ 35,552
1.8	\$33,741	\$ 35,023	\$ 36,284
1.9	\$34,748	\$ 36,068	\$ 37,366
LEVEL 2.1	\$35,952	\$ 37,318	\$ 38,661
2.2	\$36,876	\$ 38,277	\$ 39,655
2.3	\$37,847	\$ 39,285	\$ 40,699
2.4	\$38,873	\$ 40,350	\$ 41,803
2.5	\$39,946	\$ 41,464	\$ 42,957
LEVEL 3.1	\$41,421	\$ 42,995	\$ 44,543
3.2	\$42,571	\$ 44,189	\$ 45,780
3.3	\$43,756	\$ 45,419	\$ 47,054
3.4	\$44,972	\$ 46,681	\$ 48,362
LEVEL 4.1	\$46,641	\$ 48,413	\$ 50,156
4.2	\$47,948	\$ 49,770	\$ 51,562
4.3	\$49,293	\$ 51,166	\$ 53,008
LEVEL 5.1	\$51,884	\$ 53,856	\$ 55,795
5.2	\$53,635	\$ 55,673	\$ 57,677
5.3	\$55,454	\$ 57,561	\$ 59,633
5.4	\$57,342	\$ 59,521	\$ 61,664
LEVEL 6.1	\$60,378	\$ 62,672	\$ 64,928
6.2	\$62,442	\$ 64,815	\$ 67,148
6.3	\$64,578	\$ 67,032	\$ 69,445
6.4	\$66,859	\$ 69,400	\$ 71,898
LEVEL 7.1	\$70,356	\$ 73,030	\$ 75,659
7.2	\$72,776	\$ 75,541	\$ 78,260
7.3	\$75,408	\$ 78,274	\$ 81,092

	Existing Salary Rates	Annual Salary 3.8% Increase from First Pay Period Commencing on or after 26 February 2004	Annual Salary 3.6% Increase from First Pay Period Commencing on or after 26 February 2005
LEVELS	\$ Per Annum	\$ Per Annum	\$ Per Annum
LEVEL 8.1	\$79,687	\$ 82,715	\$ 85,693
8.2	\$82,752	\$ 85,897	\$ 88,989
8.3	\$86,553	\$ 89,842	\$ 93,076
LEVEL 9.1	\$91,299	\$ 94,768	\$ 98,180
9.2	\$94,506	\$ 98,097	\$ 101,628
9.3	\$98,163	\$ 101,893	\$ 105,561
CLASS 1	\$103,694	\$ 107,634	\$ 111,509
CLASS 2	\$109,225	\$ 113,376	\$ 117,458
CLASS 3	\$114,753	\$ 119,114	\$ 123,402
CLASS 4	\$120,284	\$ 124,855	\$ 129,350

SCHEDULE 2 - SALARIES – SPECIFIED CALLINGS

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